



**City Council
October 21, 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. AWARDS AND RECOGNITIONS: Presentation of a proclamation recognizing Larissa Philpot-Brown for 25 years of service with the City of Nacogdoches.
4. 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.
5. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
6. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approving the minutes from the October 7, 2025, Regular City Council Meeting. (City Secretary)
 - B. Consider approval of a contract renewal between the City of Nacogdoches and WorkQuest, Inc., in conjunction with Oak Creek Day Habilitation/Vocational Center, Inc., for roadside litter cleanup services in the amount of \$17,862.01. (Community Services Director)
 - C. Consider approval of a contract renewal between the City of Nacogdoches and

WorkQuest, Inc., in conjunction with Oak Creek Day Habilitation/Vocational Center, Inc., for park litter cleanup services in the amount of \$48,726.59. (Community Services Director)

- D. Consider approval of a Facility Use Agreement between the City of Nacogdoches and Central Heights Soccer for the use of Pilgrim's Sportsplex. (Community Services Director)
 - E. Consider approval of an Interlocal Cooperation Contract between the City of Nacogdoches and Texas State University to conduct controlled buy/stings of tobacco. (Chief of Police)
 - F. Consider approval of a Memorandum of Understanding between the City of Nacogdoches and the Texas Joint Counterdrug Task Force. (Chief of Police)
 - G. Consider approval of the purchase of a Case 721G Wheel Loader from Associated Supply Company, Inc., a sole source vendor for Case New Holland, utilizing Sourcewell Cooperative Purchasing Contract No. 11723, in the amount of \$319,984.38. (Public Works Operations Manager)
 - H. Consider approval of the purchase of a Kenworth T480 Dump Truck from Performance Truck, utilizing BuyBoard Cooperative Purchasing Contract No. 723-23, in a not-to-exceed amount of \$173,617.53. (Assistant Water Utilities Manager)
 - I. Consider approval of the purchase of a Kenworth T380 Dump Truck from Performance Truck, utilizing BuyBoard Cooperative Purchasing Contract No. 723-23, in the amount of \$144,677.23. (Utility Construction Manager)
 - J. Consider approval of the purchase of a Vactor 2100i Vac Truck from Doggett Freightliner of South Texas, utilizing TIPS Cooperative Purchasing Contract No. 230802, in the amount of \$672,221.00. (Utility Construction Manager)
 - K. Consider approval of the purchase of two (2) Ford F-350 Trucks from Tipton Ford, utilizing TIPS Cooperative Purchasing Contract No. 230204, in the total amount of \$124,867.00. (Utility Construction Manager)
7. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
- A. Consider approval of Resolution 1398-10-25 regarding nominations for Central Appraisal District Board of Directors. (City Attorney)
 - B. **Public Hearing:** Consider approval of an Ordinance of the City of Nacogdoches, Texas, Amending Chapter 34—"Environment", Article V—"Noise and Vibrations", and Chapter 118— Zoning", Article VII—"Performance Standards", of the Code of Ordinances of the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective

date. (City Attorney)

- C. **Public Hearing:** Discuss and consider action on Annexation Case ANX2025-01 regarding the voluntary annexation of two (2) parcels of land approximately 3.04 acres $\pm$ in size, more particularly described by Nacogdoches Central Appraisal District Parcels 1000016787 and 81263; and generally located to the north and south of 200 North East Stallings Drive, Nacogdoches, Texas. (City Planner)
- D. **Public Hearing:** Discuss and consider action on Zoning Case ZON2025-12 regarding a zone change from A- Agricultural to B-2 General Business district on two (2) parcels of land approximately 3.04 acres $\pm$ in size, more particularly described by Nacogdoches Central Appraisal District Parcels 1000016787 and 81263; and generally located to the north and south of 200 North East Stallings Drive, Nacogdoches, Texas. (City Planner)
- E. **Public Hearing:** Discuss and consider action on Zoning Case PD2025-02 regarding an amendment to the Kenbrook North Townhouse Subdivision zoned Planned Development, for two (2) parcels of land approximately 0.18 acres $\pm$ in size, for the construction of one (1) single-family residence. The subject property is more particularly described by Nacogdoches Central Appraisal District Parcels 85345 and 85344; and located at 1723 and 1725 Maroney Drive, Nacogdoches, Texas. (City Planner)

8. ADJOURN.



Karen Hadnot
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 October 15, 2025 by 5:30 pm pursuant to Chapter 551 of the Texas

Government Code.

Karen Hadnot, City Secretary



Regular Session
Nacogdoches City Council
October 7, 2025 – 4:00 p.m.
Council Chambers
202 E. Pilar, Nacogdoches, TX

City Council present: Mayor Randy Johnson; Council Members, Kathleen Belanger; Blane Williams; Brad Maule. Councilmember Chad Huckaby not present.

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

Mayor Johnson opened the floor for public comments. There being none.

4. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA:

There being no item removed for the consent agenda.

5. CONSENT AGENDA:

Councilman Maule made a motion to approve Consent Agenda Items. Councilman Williams seconded the motion, which was unanimously approved.

6. REGULAR AGENDA:

Mayor Johnson called the next item on the Regular Agenda.

- 6A. Consider approval of an Ordinance of the City of Nacogdoches, Texas amending Chapter 82 – "Solid Waste", and Appendix A – "Master Fee Schedule", of the Nacogdoches Code of Ordinances relative to sanitation collection and disposal fees; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective date.

Michael Neu, the Executive Director of Development and Infrastructure, came forward to present the request. He noted that this item had been tabled at the previous meeting. Mr. Neu indicated that there was additional information that wasn't included initially and proceeded to present a PowerPoint.

He explained that this item is one of the last on the consultant's agenda regarding the recommended rate changes. The new rates will take effect on November 1, 2025. Residential rates will increase by 4% in this fiscal year, tapering to 3% annually over the following three years to minimize the impact. The new rates are projected to generate \$300,000.

Councilwoman Belanger inquired about the University's role in the fee schedule. Mr. Neu clarified some of the charges associated with the University's involvement.

Sammie Smith then spoke up, expressing that he does not oppose the fee increase. However, he raised concerns that 64% of the new sanitation revenue is being redirected to the general fund instead of remaining within sanitation services. He pointed out that interdepartmental transfers currently cover 92% of City Hall's operating budget, which far exceeds the benchmarks set by the Texas Municipal League (7%) and the City of Austin (8.2%). Mr. Smith emphasized that the entire burden is falling on the water, sewer, and sanitation department to support City Hall's operations, and he believes this situation is unreasonable.

Motion was made Mayor Johnson to approve Regular Agenda Item 6A, Councilman Williams seconded the motion

7. **ADJOURNED:** 4:20p.m.

A full recording of the Regular City Council Meeting for October 7, 2025, may be viewed here: [Regular City Council Meeting – 20251007](#)

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Karen Hadnot, City Secretary



City Council Meeting

Date: October 21, 2025

Agenda Item: 6.B.

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Consider approval of a contract renewal between the City of Nacogdoches and WorkQuest, Inc., in conjunction with Oak Creek Day Habilitation/Vocational Center, Inc., for roadside litter cleanup services in the amount of \$17,862.01. (Community Services Director)

SUMMARY/BACKGROUND: Oak Creek provides roadside trash pick-up along approximately 21 roads inside the city limits on a 3-month rotation. The roads include the following: Starr Avenue (East and West), Pearl Street, Austin Street (East and West), North Street, South Street, Old Tyler Road, Old Lufkin Road, University Drive (North and South), Martin Luther King Boulevard, Woden Road, Shawnee Street, Rayburn Drive, Bennett Clark Road, Appleby Sand Road, Fredonia Street, Durst Street, Main Street (East and West), Martinsville Road, Gasaway Road, West Austin (Pearl to Old Tyler Rd), Sandy Lane, Old Tyler Road (Powers to West Austin) and University Drive (East Austin to North Loop).

FINANCIAL:

Item is budgeted:

Account No.: 01.18.630.77

Account Name: *Janitorial Services*

Amount: \$17,862.01

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

CITY CONTACT: Jessica Sowell, Community Services Director
sowellj@nactx.us
936-559-2960

ATTACHMENTS:

1. CL2025-Contract
2. Texas State Use Program WorksWonders

STATE USE CONTRACT

This contract and agreement is entered into by and between the Receiving Party and the Performing Party (assigned CRP) based upon negotiated price and specifications and certified by WorkQuest, Inc. as a contract under the provisions of Chapter 122, Human Resources Code.

I. Contracting Parties:

Receiving Party:
City of Nacogdoches Parks & Recreation
1112 North Street
Nacogdoches, Texas 75961

Performing Party:
Oak Creek Day Habilitation/Vocational Center, Inc.
PO Box424
Lufkin, Texas 75902

II. Statement of Services to be Performed:

City Litter Pickup

- 1) Performing Party to furnish all tools and equipment to perform duties.
- 2) Performing Party to furnish sufficient employees to complete all locations between sunrise and noon daily.
- 3) Bags will be supplied by the receiving party based on containers and total days to be cleaned. Additional bags will be supplied by the performing party.
- 4) Insurance will be provided by the contractor listing the City of Nacogdoches as "Additional Insured" for comprehensive general liability and comprehensive automobile liability. Workers Compensation insurance will be provided by the contractor:

a. General Liability:

Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$1,000,000 each occurrence

b. Auto Liability:

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

III. Contract Amount:

The total amount of this Contract shall not exceed \$17,862.01

IV. Payment for Services:

The Receiving Party shall pay WorkQuest as assignee and servicing agent of Performing Party's interest in the payment under this contract (as directed), for goods and services received upon receipt of a proper invoice or voucher submitted to WorkQuest , within thirty (30) days from receipt of same.

Payment for services performed shall be billed monthly at a rate of \$1,316.83.

Payment for emergency pickup shall be at the rate of \$40.00 an hour and not to exceed \$2,000.00 for the year.

V. Term of Contract

This contract is to begin October 1, 2025 - September 30, 2026, and shall be reviewed annually or as expressly agreed by the contracting parties.

This contract may be canceled by either party by giving thirty (30) days written notice.

THE UNDERSIGNED PARTIES do hereby certify that, (i) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected parties of Local and State Government, and (ii) the services, supplies or Contract, are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under Contract given to the lowest responsible bidder.

RECEIVING PARTY

Receiving Party further certifies that it has authority to contract for the above services by authority granted In Section 122.008, Chapter 122, Human Resources Code.

Name of Receiving Party

Authorized Signature

Date

PERFORMING PARTY

The undersigned signatory for the Performing Party hereby represents and warrants that s/he is an officer of the organization for which s/he has executed this Contract; and that the officer has full and complete authority to enter into this contract on behalf of the Performing Party and has legal authority to perform the activities provided for herein.

Name of Performing Party

Authorized Signature

Date

CERTIFYING PARTY

Name of Certifying Party

Authorized Signature

Date

ATTACHMENT A

The following named streets, as set forth below, shall herein be designated as the agreed upon stated locations for the Performing Party's services to be performed in the Litter Removal and Disposal regarding said Contract, and such terms shall be incorporated by reference herein, and stated as follows:

October 1, 2025 - September 30, 2026 litter removal and disposal will be performed at a frequency covering approximately 18 roads on a 3-month rotation during the stated term of said contract.

Starr East and West
Pearl Street
Austin East and West
North Street
South Street
Old Tyler Road
Old Lufkin Road
University North and South
Martin Luther King Blvd.
Woden Road
Shawnee Street
Rayburn Drive
Bennett Clark Road
Appleby Sand Road
Fredonia Street (Hwy 7 West)
Durst (Hwy 225)
Main West (Hwy 21 West)
Main East (Hwy 7 & 21 East)
Martinsville Road (University to Pane)
Gasaway Road
West Austin (Pearl to Old Tyler Road)
Sandy Lane
Old Tyler Road (Powers to West Austin)
University Drive (East Austin to North Loop)

Remove, Bag and dispose of litter from the ground.

Texas State Use Program WorksWonders

In 1978, the Texas State Use Program was implemented by WorkQuest, formerly TIBH Industries, to increase employment, wages and, ultimately, enhance the lives of Texans with disabilities. This initiative resulted from the efforts of the Texas Legislature, which created the State Use Program under Chapter 122 of the Human Resources Code. In the 40 years since its successful implementation, the State Use Program continues to set new marks for the number of people with disabilities employed. In the past year, more than \$39 million in wages were paid to these employees for work on state and local government contracts. To help enhance familiarity and increase involvement among purchasers from state agencies, municipalities, school districts and other political subdivisions, the State Use Program adopted a new moniker – *WorksWonders*. *WorksWonders* is a phrase demonstrating the mutually beneficial partnership involving people with disabilities and the state and local government entities that purchase the products, services and temporary employment services offered through nearly 120 statewide Community Rehabilitation Programs. It is our hope that more and more governmental entities take advantage of the many benefits associated with *WorksWonders*.

HOW IT WORKS

WorkQuest works with Community Rehabilitation Programs (CRPs) across Texas identifying and developing new products, services and temporary employment services to be offered through the *WorksWonders* Program.

- Using established criteria, WorkQuest reviews all requests and presents an application for inclusion into the *WorksWonders* Program, as well as a fair market price, to the Texas Workforce Commission.
- WorkQuest is directly involved in service contract negotiations, bringing the purchasing customer and vendor CRP to agreement on specifications and price.
- The Texas Workforce Commission determines whether each product or service is appropriate to be considered for purchase by public agencies.
- Once a product or service has been approved, WorkQuest works to develop a marketing plan for that product or service. WorkQuest's staff then implements the plan with state agencies, municipalities, school districts and other governmental entities. As products or services are bought by agencies, WorkQuest facilitates compensation between CRPs and those agencies.

- **WorkQuest Benefits**

The Governor-appointed Texas Workforce Commission is authorized by statute (1) to determine a fair market price for goods and services produced through the State Use *WorksWonders* Program (2). And, although political subdivisions are bound by law to get competitive bids, this restriction is waived (3) when purchases are made through WorkQuest.

Benefits of the Program

How We Help People With Disabilities

1. Provide stable, vocational rehabilitation for individuals with disabilities in the community.
2. Provide people with disabilities the opportunity to become self-sufficient.
3. Provide training, meaningful employment and fair wages for individuals with disabilities.

How We Help Customers

1. The program offers a wide variety of options with its products and services.
2. Each contract is negotiated individually, allowing for customization to meet specific wants and needs.

How We Help Taxpayers

1. The State Use Program has proven to reduce the cost of care for people with disabilities.
2. By adding employees with disabilities to the workforce, the program helps increase the tax base. National studies have shown a savings in public expenditures for purchases made through the State Use Program.
3. Since CRPs are located in large and small communities, the program also stimulates local area economic growth.

Contact information:

Deidra Davis » Region III, Regional Marketing Manager

101 South First Street // Lufkin, Texas 75901

Phone: 936-465-4328

E-mail: ddavis@workquest.com

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Consider approval of a contract renewal between the City of Nacogdoches and WorkQuest, Inc., in conjunction with Oak Creek Day Habilitation/Vocational Center, Inc., for park litter cleanup services in the amount of \$48,726.59. (Community Services Director)

SUMMARY/BACKGROUND: The City of Nacogdoches contracts with Oak Creek Center to clean park pavilions and restrooms, restock supplies as needed, empty trash cans and pick up trash within 14 City parks. The City has contracted with Oak Creek since 2012. For the last 13 years, Oak Creek has cleaned the large parks three times per week and the smaller parks two times per week. Starting in FY 2022-2023, Oak Creek transitioned to cleaning the large parks five times per week. The list of large versus small parks is found on page four of the contract. Oak Creek employs over 100 people with intellectual developmental disabilities. Out of their 100 employees, 18 to 22 work in Nacogdoches on a weekly basis.

WorkQuest provides funding for Community Rehabilitation Programs such as Oak Creek Center, and Oak Creek then employs individuals in and around the community.

FINANCIAL:

Item is budgeted:

Account No.: 01.23.630.77

Account Name: *Parks - Janitorial Services*

Amount: \$48,726.59

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

CITY CONTACT: Jessica Sowell, Community Services Director
sowellj@nactx.us
936-559-2960

ATTACHMENTS:

1. PL2025 - Contract
2. Texas State Use Program WorksWonders

STATE USE CONTRACT

This contract and agreement is entered into by and between the Receiving Party and the Performing Party (assigned CRP) based upon negotiated price and specifications and certified by WorkQuest, Inc. as a contract under the provisions of Chapter 122, Human Resources Code.

I. Contracting Parties:

Receiving Party:
City of Nacogdoches Parks & Recreation
1112 North Street
Nacogdoches, Texas 75961

Performing Party:
Oak Creek Day Habilitation/Vocational Center, Inc.
PO Box424
Lufkin, Texas 75902

II. Statement of Services to be Performed:

Litter Pickup at the City Parks

- 1) Performing Party to furnish all tools and equipment to perform duties.
- 2) Performing Party to furnish sufficient employees to complete all locations between sunrise and noon daily.
- 3) Bags will be supplied by the receiving party based on containers and total days to be cleaned. Additional bags will be supplied by the performing party.
- 4) Insurance will be provided by the contractor listing the City of Nacogdoches as "Additional Insured" for comprehensive general liability and comprehensive automobile liability. Workers Compensation insurance will be provided by the contractor:

a. General Liability:

Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$1,000,000 each occurrence

b. Auto Liability:

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

III. Contract Amount:

The total amount of this Contract shall not exceed \$48,726.59.

IV. Payment for Services:

The Receiving Party shall pay WorkQuest as assignee and servicing agent of Performing Party's interest in the payment under this contract (as directed), for goods and services received upon receipt of a proper invoice or voucher submitted to WorkQuest , within thirty (30) days from receipt of same.

Payment for services performed shall be billed monthly at a rate of \$4,060.55

V. Term of Contract

This contract is to begin October 1, 2025 - September 30, 2026, and shall be reviewed annually or as expressly agreed by the contracting parties.

This contract may be canceled by either party by giving thirty (30) days written notice.

THE UNDERSIGNED PARTIES do hereby certify that, (i) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected parties of Local and State Government, and (ii) the services, supplies or Contract, are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under Contract given to the lowest responsible bidder.

RECEIVING PARTY

Receiving Party further certifies that it has authority to contract for the above services by authority granted In Section 122.008, Chapter 122, Human Resources Code.

Name of Receiving Party

Authorized Signature

Date

PERFORMING PARTY

The undersigned signatory for the Performing Party hereby represents and warrants that s/he is an officer of the organization for which s/he has executed this Contract; and that the officer has full and complete authority to enter into this contract on behalf of the Performing Party and has legal authority to perform the activities provided for herein.

Name of Performing Party

Authorized Signature

Date

CERTIFYING PARTY

Name of Certifying Party

Authorized Signature

Date

ATTACHMENT A

The following Parks shall be cleaned as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday
Festival Park	X	X	X	X	X
Banita Creek	X	X	X	X	X
Maroney	X	X	X	X	X
Pecan Acres	X	X	X	X	X
Pioneer	X	X	X	X	X
Clint Dempsey	X	X	X	X	X
Lake Nacogdoches East	X	X	X	X	X
Lake Nacogdoches West	X	X	X	X	X
Lake Nacogdoches Overlook	X	X	X	X	X
Robert McCrimmon		X		X	
Mill Pond		X		X	
Ritchie Street		X		X	
Lakeside		X		X	
Temple Spray Station		X		X	

Each park will have the following completed during each visit:

- 1) Remove all litter from the ground
- 2) Empty all trash cans into dumpsters and replace trash can liners
- 3) Clean restrooms and unclog toilets
- 4) Report any maintenance issues to City Parks Superintendent
- 5) Use blower on and around pavilions

Oak Creek Center will provide all cleaning agents for the restrooms. The City of Nacogdoches will provide toilet tissue and trash can liners.

Texas State Use Program WorksWonders

In 1978, the Texas State Use Program was implemented by WorkQuest, formerly TIBH Industries, to increase employment, wages and, ultimately, enhance the lives of Texans with disabilities. This initiative resulted from the efforts of the Texas Legislature, which created the State Use Program under Chapter 122 of the Human Resources Code. In the 40 years since its successful implementation, the State Use Program continues to set new marks for the number of people with disabilities employed. In the past year, more than \$39 million in wages were paid to these employees for work on state and local government contracts. To help enhance familiarity and increase involvement among purchasers from state agencies, municipalities, school districts and other political subdivisions, the State Use Program adopted a new moniker – *WorksWonders*. *WorksWonders* is a phrase demonstrating the mutually beneficial partnership involving people with disabilities and the state and local government entities that purchase the products, services and temporary employment services offered through nearly 120 statewide Community Rehabilitation Programs. It is our hope that more and more governmental entities take advantage of the many benefits associated with *WorksWonders*.

HOW IT WORKS

WorkQuest works with Community Rehabilitation Programs (CRPs) across Texas identifying and developing new products, services and temporary employment services to be offered through the *WorksWonders* Program.

- Using established criteria, WorkQuest reviews all requests and presents an application for inclusion into the *WorksWonders* Program, as well as a fair market price, to the Texas Workforce Commission.
- WorkQuest is directly involved in service contract negotiations, bringing the purchasing customer and vendor CRP to agreement on specifications and price.
- The Texas Workforce Commission determines whether each product or service is appropriate to be considered for purchase by public agencies.
- Once a product or service has been approved, WorkQuest works to develop a marketing plan for that product or service. WorkQuest's staff then implements the plan with state agencies, municipalities, school districts and other governmental entities. As products or services are bought by agencies, WorkQuest facilitates compensation between CRPs and those agencies.

- **WorkQuest Benefits**

The Governor-appointed Texas Workforce Commission is authorized by statute (1) to determine a fair market price for goods and services produced through the State Use *WorksWonders* Program (2). And, although political subdivisions are bound by law to get competitive bids, this restriction is waived (3) when purchases are made through WorkQuest.

Benefits of the Program

How We Help People With Disabilities

1. Provide stable, vocational rehabilitation for individuals with disabilities in the community.
2. Provide people with disabilities the opportunity to become self-sufficient.
3. Provide training, meaningful employment and fair wages for individuals with disabilities.

How We Help Customers

1. The program offers a wide variety of options with its products and services.
2. Each contract is negotiated individually, allowing for customization to meet specific wants and needs.

How We Help Taxpayers

1. The State Use Program has proven to reduce the cost of care for people with disabilities.
2. By adding employees with disabilities to the workforce, the program helps increase the tax base. National studies have shown a savings in public expenditures for purchases made through the State Use Program.
3. Since CRPs are located in large and small communities, the program also stimulates local area economic growth.

Contact information:

Deidra Davis » Region III, Regional Marketing Manager

101 South First Street // Lufkin, Texas 75901

Phone: 936-465-4328

E-mail: ddavis@workquest.com



City Council Meeting

Date: October 21, 2025

Agenda Item: 6.D.

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Consider approval of a Facility Use Agreement between the City of Nacogdoches and Central Heights Soccer for the use of Pilgrim's Sportsplex. (Community Services Director)

SUMMARY/BACKGROUND: The City of Nacogdoches Parks and Recreation Division has collaborated with Central Heights Soccer for several years regarding the use of the Pilgrim's Sportsplex soccer fields. This formal agreement establishes the official terms of that ongoing partnership, outlining the roles and responsibilities of each party. The arrangement represents an appropriate use of the soccer fields and does not require additional maintenance or resources from City staff. No funds will be exchanged under this agreement, which includes the necessary hold harmless provisions and has been reviewed and approved by the City Attorney. Central Heights Soccer will continue to utilize the Sportsplex fields as the program prepares to become a UIL-recognized team and transitions to full school support.

FINANCIAL:

No financial impact associated with this item

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

CITY CONTACT: Jessica Sowell, Community Services Director
sowellj@nactx.us
936-559-2940

ATTACHMENTS: 1. Facility Use Agmt_Pilgrims_Central Heights

FACILITY USE AGREEMENT

This Facility Use Agreement (the “**Agreement**”) is to be effective as of the ____ day of _____, 2025 (the “Effective Date”). The parties to this Agreement are the **City of Nacogdoches**, herein called the “**City**”, and **Central Heights Soccer**, herein called the “**Organization**”.

FOR AND IN CONSIDERATION of the undertakings herein set out, the parties agree as follows:

1. (a) The City agrees to permit the use of that portion of its facility known as the **City of Nacogdoches Pilgrim’s Sportsplex** as described in the attached Exhibit “A” herein called the “Premises”, located on 729 FM 3314 (Lone Star Road), for the term of the agreement for recreational use by members and invitees of the Organization, specifically Central Heights Soccer (the "Permitted Use") in compliance with the facility use rules set out in Exhibit “B.”

(b) All activities of the Organization shall be scheduled, controlled, and under the authority of the Organization.

(c) General schedules of activities shall be provided to the City of Nacogdoches Community Services Director. If the Organization is not using the facility pursuant to this Agreement, the City of Nacogdoches may provide access to the facility to other organizations or individuals.

(d) Any Special Event must be approved by the City prior to advertising or hosting the event. Additional city staffing or other provisions may be required by the City. The Organization is responsible for any costs including employee overtime associated with a special event and agrees to promptly reimburse the City any such costs..

(e) The Organization is primarily responsible for the proper use of the Premises and the conduct of its members, officials, guests, invitees, and spectators and shall make reasonable efforts to control such use and conduct. City officials shall also have the authority to control any activities that occur on site by the Organization, its members, officials, guests, and invitees that it considers inappropriate. The City may review inappropriate activities and/or complaints and take any necessary actions that are deemed appropriate, up to and including termination of this Agreement.

(f) The Organization shall obtain a release from any and all participants and volunteers prior to their entry onto the Premises in the form substantially the same as Exhibit “D” attached hereto.
2. (a) The term of this Agreement shall be one (1) year, commencing on the Effective Date, and will automatically renew for two (2) additional one (1) year

terms, for a total of three (3) years, unless terminated earlier in accordance with the provisions of this Agreement.

(b) The City reserves the right to terminate this Agreement in the event of the breach of any of its provisions by the Organization, including any provision or rule set out in an Exhibit to this Agreement.

(c) Either party may, in its sole discretion, terminate this Agreement, without cause, by giving the other party at least ten (10) days' prior written notice.

(d) Subordination. This Agreement shall be subordinate to the provisions of any existing or future regulation or permit by an agency with jurisdiction over the Premises. Should any agency with jurisdiction over the Premises determine that this Agreement or any activity conducted under this Agreement violates any permit condition or restriction or any regulation or statute, the parties agree to immediately terminate the Agreement or revise operations to remain in compliance with the condition, restriction, regulation or statute.

3. The Organization shall not assign this permission nor shall it rent any property of the City without prior written consent of the City which the City may give or withhold in its sole discretion. Permission must be obtained for any events, gatherings, and/or supplemental events beyond the Permitted Use.
4. The Organization shall not engage in any business on the Premises or do anything in connection there which shall be in violation of any existing state law, federal law or municipal ordinance, rule or policy or use the same in such a manner as to constitute a nuisance.
5. Upon request, the Organization may be required to provide liability insurance in an amount and with a company acceptable to the City. Such insurance policy shall name the City as an additional insured. A complete copy of the policy along with a certificate of insurance so naming the City shall be delivered to the City prior to the commencement of any races, games, practices, or activities by the Organization on the Premises, which will be attached as Exhibit "C" to this agreement. New copies shall be provided to the City as the policy is renewed. No use is permitted unless the copy of the current policy is on file with the City. All use shall be in compliance with any rules or limitations set out in the policy.
6. **INDEMNITY. THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS (SEPARATELY AND COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "INDEMNITEE"), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, JUDGMENTS, SETTLEMENTS, AND FOR LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, REASONABLE**

ATTORNEY'S FEES, AND OTHER REASONABLE COSTS FOR DAMAGE TO OR LOSS OF USE OF ANY PROPERTY, FOR INJURIES, TO, OR SICKNESS OR DEATH OF ANY PERSON TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT COMMITTED BY THE ORGANIZATION, ITS EMPLOYEES, VOLUNTEERS OR THE AGENT OR ANOTHER ENTITY OVER WHICH THE ORGANIZATION EXERCISES CONTROL.

7. Release. The Organization releases, relinquishes, and discharges the City, its officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Organization or its employees and any loss of or damage to any property of the Organization or its employees that is caused by or alleged to be caused by, arises out of, or is directly related to the Organization's activities. Both the City and the Organization expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance, and in the event of injury, sickness, death, loss, or damage suffered by the Organization or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Organization, or any third party.
8. Any food or drink prepared served, sold or stored on the Premises shall be done so in strict conformity with all City ordinances and state and federal statutes. **No alcoholic beverages will be allowed or consumed by workers, contestants, or spectators on the Premises.**
9. The Organization shall furnish upon execution of this Agreement a current list of the leadership and emergency contact information. The Organization will update the list so that the City always has current leadership and contact information.
10. All real property at the facility belongs to the City Any improvements made by the Organization shall be presented in writing to the City for approval. No work shall take place until plans, procedures, materials, specifications, colors, permits and contractors are approved by the City. Volunteer projects shall meet the same standards as all other building projects and shall meet all local state and federal building codes. All projects shall be in compliance with any applicable ADA requirements and other rules and regulations related to the disabled
11. All fundraising activities on the Premises, other than those sponsored or cosponsored by the City, are prohibited.
12. Either party may be excused from performance under this document for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance epidemic or court order.

13. The Organization shall not discriminate on the basis of race, color, national origin, religion, sexual orientation or gender identity or any other State or Federally recognized protected class or basis.
14. Initial contact for the City will be the Community Services Director at 1112 North Street, Nacogdoches, Texas 75961—(936) 559-2935. Communication from the Organization shall be from the president or their designated spokesperson.
15. If any term or condition of this document is deemed invalid or unenforceable the remainder of this document shall not be affected and shall be valid and enforceable.
16. This document supersedes all prior agreements, representations or promises, whether oral or written, made by the parties regarding the subject matter of this document. This Agreement may be amended or modified only by a writing duly executed by both parties
17. This Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. Nacogdoches County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought in connection with or that arises out of this Agreement.

CITY OF NACOGDOCHES:

CENTRAL HEIGHTS SOCCER:

**Jessica Sowell,
Community Services Director**

Exhibit A
Description of Premises

Exhibit B
Facility Use Rules

1. The City shall be provided keys or combinations to any gates erected on City owned property.
2. City access to the area shall remain clear & open for normal City operations as needed.
3. The City will provide all utilities needed for customary and reasonable usage.
4. The City shall provide general field maintenance, i.e. mowing and watering.
5. The City shall restrict use if fields are "over-used", thereby causing damage to grassed areas.
6. The City shall maintain all fences and gates. However, if despite reasonable maintenance, the need for replacement of fences and gates arises it shall be the responsibility of the Organization to do so.
7. The City shall provide and maintain all field lighting systems.
8. A sufficient number of temporary restroom(s) must be provided by the organization and removed at the completion of the permitted use. The organization is responsible for any expense associated with lease and maintenance of the temporary restrooms. The organization will obtain approval of the City for the particular temporary restroom selected.
9. The Organization shall be responsible for picking up trash on the Premises. No items are to be left at the Premises in an unsecured manner so that wind will not blow any items off the Premises.
10. The Organization will be permitted to use the Pilgrim's Sportsplex for scheduled Spring/Summer and Fall/Winter League practices and games.
11. It shall be the responsibility of the Organization to inspect the Premises prior to use and determine the usability of the Premises. It shall also be the responsibility of the Organization to monitor field and weather conditions during use to determine continued use.
12. In the event that the Premises are closed due to poor field or weather conditions, the City of Nacogdoches shall have no responsibility for lost earnings or any other loss as a result of such closure.
13. The Organization shall be responsible for providing and maintaining all soccer goals/nets and corner flags.

14. The Organization shall provide copies of all schedules of all practices and games involving the Pilgrim's Sportsplex to the City's Recreation Division.
15. The Organization shall be responsible for chalking and painting fields prior to training sessions and games.
16. Any temporary or permanent ground improvements, marking, poles, signage, etc. or portable structures shall be approved by the Community Services Director and city staff prior to construction or installation.
17. The organization is responsible for any costs associated with construction, installation and maintenance of any improvement and will provide any and all equipment or materials needed for the improvements.
18. All temporary Improvements will be removed by the Organization at the termination of this agreement. Any improvement the city believes to present a hazard will be removed by the organization after the race. Any equipment or improvements left on the Premises may be disposed of by the City in any manner it chooses.
19. The City reserves the right to utilize the complex upon prior notification to the Organization.
20. All persons accessing the Premises must be participants of Central Heights Soccer, their guests, contractors or participants. The Organization will contact the Community Services Director or the Nacogdoches Police Department if an accident results in property damage or injury to any person or property.
21. All buildings on the property are off limits and are not allowed to be used in preparation for or during the event.
22. The Organization shall provide copies of all schedules of all practices and games involving the Pilgrim's Sportsplex to the City's Recreation Division.

Exhibit C
Insurance Policy

Exhibit D
Release



City Council Meeting

Date: October 21, 2025

Agenda Item: 6.E.

PRESENTER: Scott Weems, Police Chief

ITEM/SUBJECT: Consider approval of an Interlocal Cooperation Contract between the City of Nacogdoches and Texas State University to conduct controlled buy/stings of tobacco. (Chief of Police)

SUMMARY/BACKGROUND: This interlocal agreement between Texas State University and the City of Nacogdoches establishes a framework to conduct 65 controlled buy/stings and follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys to determine compliance with applicable laws in accordance with the Texas Health and Safety Code. Performing parties shall be paid \$125.00 for each correct and completed controlled buy/sting and follow-up and shall not exceed \$8,125.00. The contract will be effective upon the date of execution and will terminate August 31, 2026.

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, Chief of Police
weemss@nactx.us
936-559-2619

ATTACHMENTS: 1. Interlocal Texas State

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF HAYS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

The Receiving Party: **Texas State University ("Texas State")** an institution of higher education and agency of the State of Texas.

*Texas School Safety Center
601 University Dr.
San Marcos, Texas 78666*

The Performing Party: **City of Nacogdoches** a local government of the State of Texas

*Nacogdoches Police Department
202 E Pilar St
Nacogdoches, TX 75961-5508*

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

Conduct **65** controlled buy/stings and follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Work shall be performed following the details outlined in attached **Exhibit A – Scope of Work**, and **Exhibit B – Performance Measures**.

III. Basis for Calculating Reimbursable Costs

Performing Party shall be paid \$125.00 for each correct and completed controlled buy/sting and follow-up reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)) **(for a maximum of 65 Controlled Buy/Stings and Follow-ups x \$125.00 each for a total of \$8,125.00)**. Payment will be based on the receipt and approval of an invoice for services following the details outlined in attached **Exhibit C – Payment for Services**.

IV. Contract Amount

The total amount of this Contract shall not exceed EIGHT THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS AND NO/100 CENTS (\$8,125.00). This is the maximum amount collectable under the Contract as written.

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party in the form of a contract from the Department of State Health Services and/or the Texas Health and Human Services Commission to fund local law enforcement agencies to enforce *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in *Texas Government Code 403.105 – Permanent Fund for Health and Tobacco Education and Enforcement*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in *Chapter 161.088, Texas Health and Safety Code and Chapter 791, Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective **upon execution of this contract** and shall terminate on **August 31, 2026**.

VIII. Termination

In the event of a material failure by a Performing Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon **30 days'** advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the **30-day** period.

IX. Other Provisions

Entire Contract; Modifications. This Contract supersedes all prior agreements, written or oral, between Receiving Party and Performing Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Agency and Performing Agency.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Certification. The Receiving Party and the Performing Party certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Performing Party and the Receiving Party have executed and delivered this Contract to be effective as of the Effective Date.

PERFORMING PARTY
City of Nacogdoches

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

RECEIVING PARTY
Texas State University

By _____
Name _____
Title _____
Date _____

EXHIBIT A SCOPE OF WORK

The Performing Party shall diligently render the following performance:

Contract funds shall be used to support the enforcement activities and additional program requirements outlined below. The Performing Party shall meet the assigned Performance Measures assigned in Exhibit B.

1. Enforcement Activities

The Performing Party shall:

- a. Conduct Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using youth as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required. Refer to Exhibit B Schedule – Performance Measures*, for the number of controlled buy/stings to be conducted.
- b. Conduct controlled buy/stings and follow-ups in target areas to include high retail density, low socio economic, high risk areas, and local perspective of previous sales to youth and/or complaints received.
- c. Record the results of the controlled buy/stings conducted using the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)) provided by the Texas School Safety Center at Texas State University.
- d. Use non-smoking male and female youth ages **16 –20** in accordance with *Texas Health and Safety Code, Chapter 161.088 – Enforcement; Announced Inspections*.
- e. Use the State Comptroller of Public Accounts most recent Tobacco Permitted Retail Outlet List and Sale and Use Tax Outlet List of e-cigarette retail outlets for the controlled buy/stings to obtain retail outlet name, address, and tobacco permit numbers.
- f. Conduct follow-up controlled buy/stings of retail outlets found to be in violation of the sale of cigarettes, e-cigarettes, or tobacco products to youth. Reasons for follow-up may include: 1) repeated violations, 2) knowledge of historical perspective of previous sales to youth, and /or 3) complaints received where a follow-up is needed. Follow-up controlled buy/stings shall be conducted within seven to fourteen (7-14) days of original controlled buy/sting.

2. Training Activities

The Performing Party shall:

- a. Participate in a web-based training session conducted by Texas School Safety Center at Texas State University prior to implementation of contract activities. Representative(s) shall include the person(s) assigned to the implementation of the contract activities, and/or the supervisor overseeing the day-to-day activities of this contract, and the person(s) conducting the enforcement activities outlined in Exhibit A – Scope of Work.
- b. Participate in any and all ongoing technical assistance and training activities offered by the Texas School Safety Center at Texas State University.

3. Reporting Requirements

The Performing Party shall:

- a. Submit a completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) provided by the Texas School Safety Center at Texas State University that tallies the number of controlled buy/stings and follow-ups conducted and number of citations issued within the performance reporting period.
- b. Submit billing information for services provided in the invoice section of the Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)). Payment amount for services is outlined in **Exhibit C – Payment for Services**. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) shall be signed by the designated authorized official.
- c. Attach completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2023)) for each controlled buy/sting conducted for the performance reporting period. The total activity reported shall correspond to the pre-established monthly goal listed in the Work Plan (TEP-100 (Rev 9/2025)).
- d. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) shall be submitted to the Texas School Safety Center on the **first** day of the month. The report may be mailed to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.
- e. Texas School Safety Center forwards violation information to the Comptroller of Public Accounts as required by law, (*Texas Health & Safety Code, Section 161.090 Reports of Violation*) by the 10th working day of the month for activity of the previous month.

4. Additional Program Requirements

The Performing Party shall:

- a. Assign a minimum of one (1) agency representative to the implementation of the activities of this contract, and provide the name(s) of any key personnel changes that impact the requirements of this contract to via email: beapyle@txstate.edu or phone: 512-408-0405.

- b. Coordinate enforcement activities with other law enforcement agencies within the Performing Party's area. Coordination of services shall include but not limited to resources such as officers and youth decoys to maintain integrity of the undercover operation in testing compliance with tobacco sales to youth.
- c. Performing Party shall maintain specific, detailed supporting documentation of all programmatic records used in the course of conducting the Controlled Buy/Stings for a minimum of 4 years.

EXHIBIT B PERFORMANCE MEASURES

The following performance measures will be used to measure compliance with the services rendered as described in Exhibit A, Scope of Work.

The Performing Party shall:

1. Conduct the number of activities for this contract period as follows:
 - a. Total number of controlled buy/stings and follow-ups using youth as decoys: **65**
 - i. In at least 50% of all controlled buy/stings conducted, the youth must attempt to purchase an e-cigarette, component, part, or accessory.
 - ii. Minimum number of e-cigarette attempts: **33**
 - b. A performance measure will not be assigned for follow-up of controlled buy/stings as a result of local perspective of previous sales to minors and/or complaints received. However, contractor is required to conduct follow-up of retail outlets not in compliance and report the activity monthly.
2. The Performing Party shall follow the Work Plan's (TEP-100 (Rev 9/2025)) monthly goals as pre-established upon the execution of the contract. The Work Plan (TEP-100 (Rev 9/2025)) outlines monthly goals to follow from **September 2025 to August 2026**.
 - a. Deviation from the pre-established Contractor's Program Work Plan requires **prior** approval from the Texas School Safety Center at Texas State University via email: beapyle@txstate.edu or phone: 512-408-0405.
 - b. Failure to complete and/or update the Work Plan (TEP-100 (Rev 9/2025)) may result in payment being withheld until completion or submission.

**EXHIBIT C
PAYMENT FOR SERVICES**

Payment will be based on the receipt and approval of Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2023)).

The Performing Party shall:

1. Be paid monthly upon submission of completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2023)) as confirmation of services rendered.
2. Be paid \$125.00 for each correct and completed controlled buy/sting reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)). All costs incurred for the purpose of conducting a complete control buy/sting are the responsibility of the contractor. In order to receive full payment for the controlled buy/stings including follow-ups billed for each performance reporting period, a completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)) must be attached for each.
3. Submit invoices and attachments to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.

The Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) will be reviewed by the receiving agency and submitted for payment if information included in the report and attachments are correct. Payment shall be subject to laws of the State of Texas including Prompt Payment.

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor shall not exceed **\$8,125.00** without prior written approval from the Texas School Safety Center at Texas State University.



City Council Meeting

Date: October 21, 2025

Agenda Item: 6.F.

PRESENTER: Scott Weems, Police Chief

ITEM/SUBJECT: Consider approval of a Memorandum of Understanding between the City of Nacogdoches and the Texas Joint Counterdrug Task Force. (Chief of Police)

SUMMARY/BACKGROUND: The Memorandum of Understanding between the City of Nacogdoches and Texas Joint Counterdrug Task Force (JCDTF) is a renewal agreement and sets forth the agreed terms and conditions of support to the Law Enforcement Agency by the JCDTF at the direction of the Counterdrug Coordinator. The JCDTF will provide Counterdrug support to federal, state, local, and tribal law enforcement agencies.

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. MOU JCDTF



**TEXAS MILITARY DEPARTMENT
JOINT COUNTERDRUG TASK FORCE
POST OFFICE BOX 5218
AUSTIN, TX 78763-5218
(512) 782-5001**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TEXAS JOINT COUNTERDRUG TASK FORCE
AND
THE NACOGDOCHES POLICE DEPARTMENT
[AGREEMENT 25-064]**

SUBJECT: Memorandum of Understanding (MOU) for Operational Support from the Texas Joint Counterdrug Task Force (JCOTF)

1. REFERENCES:

- a. Title 32, United States Code §502(f), National Guard Training or Other Duty in Addition to Drill and Annual Training, 2006
- b. Title 32, United States Code §112, National Guard Drug Interdiction and Counter-Drug Activities, 03 January 2012
- c. Chief National Guard Bureau Instruction (CNGBI) 3100.01B, National Guard Counterdrug Support, 06 March 2020
- d. Department of Defense Instruction (DoDI) 4000.19, Support Agreements, 16 December 2020
- e. Chief of the National Guard Bureau Manual (CNGBM) 3100.01, National Guard Counterdrug Support, 30 July 2021
- f. Memorandum for Chief National Guard Bureau, Subject: National Guard Counterdrug Program (CDP) Guidance, 07 March 2022
- g. Memorandum, National Guard Bureau, Subject: National Guard Counterdrug Division Fiscal Year 2023 Implementation Guidance, 14 July 2022

2. PURPOSE: This MOU is a new agreement between the Nacogdoches Police Department (hereinafter referred to as "Law Enforcement Agency" or "LEA") and the JCOTF. This MOU sets forth the agreed terms and conditions of support to the LEA by the JCOTF at the direction of the Counterdrug Coordinator (CDC). In general, the JCOTF will provide Counterdrug support to federal, state, local, and tribal law enforcement agencies when

SUBJECT: Memorandum of Understanding (MOU) for Operational Support from the Texas Joint Counterdrug Task Force (JCDDTF)

requested in writing, subject to funding, and when a drug nexus is apparent. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. It is understood among the parties to this agreement that requests for Counterdrug support may include federal, state, local, and tribal cooperative law enforcement efforts.

3. **AUTHORITY:** This MOU is entered into by the JCDDTF pursuant to the authority contained in Title 32, Sections 112 and 502(f) of the United States Code and using guidance contained in the National Guard Bureau Counterdrug Fiscal Year Implementation Guidance.

4. **EFFECTIVE DATE:** This MOU takes effect beginning on the day after the last Party signs.

5. **EXPIRATION DATE:** This MOU expires on the 30th of September 2027.

6. **DRUG NEXUS:** By executing this MOU, the supported LEA certifies that JCDDTF personnel will only engage in support to investigations that have a drug nexus.

7. **PLANNED DEPLOYMENT OF PERSONNEL AND EQUIPMENT:**

a. **Personnel:** The JCDDTF is not a LEA and JCDDTF personnel are not law enforcement officers.

(1) **Request for Support:** Any involvement of the JCDDTF in support of a LEA must be in response to a request for support.

(2) **Support Role:** It is understood by both parties to this agreement that JCDDTF personnel are not sworn police officers and JCDDTF personnel assigned to the LEA serve in a support role.

(3) **Transfers of JCDDTF Personnel:** While the JCDDTF will attempt to provide continuity by leaving JCDDTF personnel in place at their assigned LEA, movement of JCDDTF personnel is at the sole discretion of the CDC. However, the CDC will provide the LEA with at least a 14-day notice of such movement, if feasible.

SUBJECT: Memorandum of Understanding (MOU) for Operational Support from the Texas Joint Counterdrug Task Force (JCDF)

b. Equipment:

(1) The loaning of JCDF equipment to the LEA will be in accordance with applicable laws and regulations and is at the discretion of the CDC. Likewise, LEA equipment loaned to the JCDF is at the discretion of the LEA.

(2) All loans of equipment will be documented in writing with at least the following information: full description of the item(s); condition at the time of the loan; length of time of the loan; location to which the item is to be returned.

(3) Both parties to this agreement will contact the other party as soon as possible to report any damage caused or loss to loaned equipment.

(4) Unless contrary to law or regulation, each party agrees to be financially responsible for any damage to, or loss of equipment loaned from the other party, caused by the borrowing party's personnel through negligent conduct or willful misconduct.

8. REPORTING PROCEDURES:

a. JCDF personnel will input statistical results of support to LEAs into the Full Time Support Management Control System (FTSMCS) Case Management (CM) for inclusion in required reports and records.

b. The JCDF will maintain compliance with Intelligence Oversight (IO) and Operational Security on all reporting in accordance with all Department of Defense (DoD) regulations and guidance.

c. Information provided to the JCDF by the LEA will not be released outside of the LEA unless in accordance with supported duties in the task force and approved by the LEA.

9. COMMAND AND CONTROL:

a. JCDF is under the command and control of the CDC. The supported LEA will notify the CDC immediately if any JCDF personnel are injured or suspected of misconduct. Personnel may be recalled at any time from their LEA due to emergencies or other operational necessities. The CDC has the sole discretion to approve or deny modifications to a LEA support request.

SUBJECT: Memorandum of Understanding (MOU) for Operational Support from the Texas Joint Counterdrug Task Force (JCDF)

b. JCDF personnel are under the direct supervision of the supported agency for all assigned duties. JCDF personnel will also maintain a military chain of command. The military chain of command always takes precedence.

c. The JCDF will handle all personnel management processes.

10. SCOPE OF OPERATIONS: JCDF personnel will operate in accordance with a LEA support request as approved by the CDC, subject to the operational constraints found in law, in intelligence oversight regulations, in DoD policy, in the CNGBM 3100.01, and in periodic guidance from the Deputy Assistant Secretary of Defense for Counternarcotics and Stabilization Policy (DASD CNSP). JCDF personnel will not participate in direct law enforcement action, nor will they participate in the collection of information on U.S. persons.

11. RULES FOR THE USE OF FORCE:

a. Prior to the beginning of an operation, the supported LEA will provide the JCDF with all known information regarding potential or actual threats and hazards to personnel and equipment. JCDF personnel will operate under and comply with the Rules for the Use of Force (RUF) orders established by The Adjutant General for the State of Texas. Only specifically authorized JCDF personnel shall carry issued weapons. The JCDF CDC authorizes these individuals in an armed status with the concurrence of the supported LEA. Each LEA will follow their own policy concerning firearms discharge and use of deadly force.

b. JCDF personnel have the right to use force only, if necessary, to defend themselves or in the defense of others. The member can only use the amount of force necessary to achieve self-protection or preservation. Members are only to use deadly force if all lesser means of force have been exhausted or are unavailable and will only use the minimum force immediately necessary to defend against the unlawful use of deadly force and only if the risk of injury to innocent persons or bystanders are not increased by using deadly force.

12. PUBLIC AFFAIRS:

a. Information released to the media concerning JCDF support to LEAs is coordinated between the LEA and JCDF public affairs/information officers. Participating JCDF personnel or specific units will not be identified by name, address or photograph unless cleared through the CDC, who is responsible for obtaining a release through applicable National Guard channels.

SUBJECT: Memorandum of Understanding (MOU) for Operational Support from the Texas Joint Counterdrug Task Force (JCDF)

b. The lead party for the dissemination of information is the LEA, and therefore, members of the JCDF will refer all questions from the media to the LEA for reply. The JCDF public affairs office may provide guidance on issues specific to the National Guard as appropriate.

13. SAFETY: The safety of JCDF personnel is the primary concern of the CDC and is emphasized in planning and execution of operations. The accomplishment of all LEA supported missions with minimum risk is paramount. JCDF personnel will always adhere to the CDC's safety policy. JCDF personnel should not knowingly be sent to, or directed to enter a hostile environment where there is a high probability of encountering life threatening situations or direct contact with suspects. The JCDF develops risk assessments and implements control measures to mitigate risk based on the authorized activities they conduct at the request of the LEA, and the threats they may encounter in their operational environments.

14. WARRANTS/LEGAL REQUIREMENTS: The supported LEA is responsible for obtaining the legal authorizations and warrants required to permit information handling. The supported LEA recognizes that JCDF personnel may not engage in any activity that law enforcement officers are prohibited from conducting. JCDF personnel will not be utilized for or participate in unauthorized surveillance activities. Information or data obtained by the JCDF, because of work done in support of the LEA, is passed on immediately, as obtained, to the LEA, and is not stored or maintained by JCDF personnel or in National Guard facilities. Procedures utilized for reporting such information are established by the LEA in accordance with internal practices and procedures. The LEA is responsible for follow-up on any such information. Information gathered by members of the JCDF will be given adequate classification consideration.

15. ARREST, SEARCHES, SEIZURES AND EVIDENCE:

a. JCDF personnel will not directly participate in law enforcement activities such as arresting or conducting searches of individuals or private property. Additionally, JCDF personnel do not enter the chain of custody of evidence but may provide LEA officials with technical support for digital evidence extraction, preservation, and analysis.

b. All activities performed by JCDF personnel shall be strictly limited to support of LEA counter-drug operations. JCDF personnel shall not collect, retain, or disseminate information on United States persons or store LEA sensitive products on JCDF databases. JCDF personnel may support digital forensic efforts after the information has been lawfully obtained by the LEA.

SUBJECT: Memorandum of Understanding (MOU) for Operational Support from the Texas Joint Counterdrug Task Force (JCDF)

c. JCDF personnel will not be deputized or cross designated with Title 21 investigative authority.

16. SUBPOENAS OR OTHER ORDERS TO APPEAR: The supported LEA will immediately notify JCDF personnel in the event they are subpoenaed, or otherwise ordered to appear in any court. JCDF personnel will report such order to appear in court to their respective military command and Judge Advocate. If JCDF personnel are ordered to appear in court, the supported LEA will assist the JCDF personnel to obtain pre-trial counsel and preparation from the prosecuting attorney responsible for the case.

17. DUTY HOURS, UNIFORM WEAR & WORK SCHEDULES: Duty hours and work schedules shall be in accordance with the LEA support request. All JCDF personnel maintain additional military duties as part of their regular National Guard unit. As such, JCDF personnel will be required to attend Inactive Duty Training (monthly drills as required) and Annual Training (not to exceed 30 days). In addition, all JCDF personnel are authorized 30 days of leave per year, as approved by the CDC. Personnel will wear appropriate military uniforms on duty unless this requirement has been explicitly waived by the CDC or their designated representative.

18. WORKSPACE REQUIREMENTS: The supported LEA will provide parking, appropriate workspace, and use of communication equipment (including desk phone, personal computer, and internet/email capabilities) for JCDF personnel.

19. LEA FUNDING: This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of, and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

20. SALARIES & BENEFITS: All JCDF personnel serve in military status on full time National Guard duty. As such, the JCDF will pay all related salaries, allowances, and benefits for JCDF personnel. The supported LEA shall not pay any monetary bonus or other monetary award to any JCDF personnel without the advanced approval of the CDC.

SUBJECT: Memorandum of Understanding (MOU) for Operational Support from the Texas Joint Counterdrug Task Force (JCDF)

21. EQUITABLE SHARING PROGRAM: The JCDF may participate in equitable sharing (asset forfeiture) as permitted by law and policy. The JCDF will apply for a respective share, based upon the level of participation, in an investigation resulting in the seizure and subsequent forfeiture of assets. All forfeiture sharing shall be in accordance with applicable laws governing the disposition of forfeited assets.

22. LIABILITIES:

a. The LEA acknowledges that the United States of America is liable for the negligent, wrongful acts or omissions of its agents and employees while acting within the scope of their employment to the extent permitted by the Federal Tort Claims Act, codified in Title 28, Section 1346 of the United States Code.

b. No hold harmless agreements are required in agreement between the JCDF and other federal agencies. The Federal Government may not hold harmless a state or other jurisdiction.

23. RENEGOTIATION/MODIFICATION: This MOU may be altered or otherwise modified, if done in writing through mutual written consent from the JCDF and the LEA. Changes to the scope of work or functions of JCDF must be approved by the CDC. Agreements must be renegotiated when laws, regulations, and/or support requirements change in such a manner that the agreement cannot be executed.

24. TERMINATION: This MOU will remain in effect until otherwise rescinded or revoked by either party, or otherwise upon expiration date. Either the JCDF or LEA may terminate this MOU at any time by written or verbal notification to the other party. If notification of termination is delivered verbally, written confirmation shall follow within five business days. The LEA recognizes that JCDF personnel may be mobilized and called to active federal military duty as part of their normal military unit. In addition, the LEA understands that JCDF operations are subject to and dependent upon annual appropriated funding.

25. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the LEA, to 312 W Main St, Nacogdoches, TX 75961 and, if to the JCDF, to ATTN: Joint Counterdrug Task Force J3, 2200 W. 35th St. Austin, TX 78703, or as may from time to time otherwise be directed by the parties.

SUBJECT: Memorandum of Understanding (MOU) for Operational Support from the Texas Joint Counterdrug Task Force (JCDF)

26. POINTS OF CONTACT:

JCDF:

MAJ Steven Crouch, J3
(512) 782-5001 x5633
Steven.j.crouch.mil@army.mil

1SG David Middleton, J3
(512) 782-5001 x5513
David.w.middleton.mil@army.mil

LEA:

Scott Weems, Chief of Police
(936)554-4133
weemss@nactx.us

27. ANNUAL REVIEW DUE DATES: The CDC will conduct an annual review of this MOU to ensure all support requirements are met.

Fiscal Year 2026 Review date: _____ Reviewed by: _____

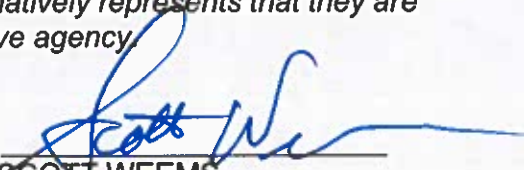
Fiscal Year 2027 Review date: _____ Reviewed by: _____

By affixing their signature to this MOU, each party affirmatively represents that they are authorized to enter this MOU on behalf of their respective agency.

 Digitally signed by
ANSPAUGH.ROBERT.JOHN.106
4537969
Date: 2025.09.29 09:19:08 -0500

ROBERT J ANSPAUGH
LTC, FA, TXARNG
Coordinator
9/29/25

(Date)


SCOTT WEEMS
Chief of Police
Nacogdoches Police Department

10-09-2025
(Date)

TANYA R. TROUT
Brigadier General, TXARNG
Director of Joint Staff

(Date)

PRESENTER: Cary Walker, Public Works Manager

ITEM/SUBJECT: Consider approval of the purchase of a Case 721G Wheel Loader from Associated Supply Company, Inc., a sole source vendor for Case New Holland, utilizing Sourcewell Cooperative Purchasing Contract No. 11723, in the amount of \$319,984.38. (Public Works Operations Manager)

SUMMARY/BACKGROUND: The FY25-26 budget for capital equipment includes a new front-end loader for the Public Works Streets Division. City staff recently completed the evaluation of three different brands of loaders, selecting a Case 721G rubber tire front-end loader as the preferred equipment of choice. On September 29, Associated Supply Company, Inc. (ASCO) of Tyler, Texas, the Case dealer for our area, provided a new Case 721G loader for testing and which staff has been utilizing in daily operations since, including for a paving project with good results.

ASCO provided the City with an opportunity to purchase this loader, leaving it at Public Works in lieu of ordering a separate piece of equipment. Purchasing the loader in this way would alleviate a 6-month build time and other possible delays in parts availability or price increases resulting from tariffs, government shutdowns or other adjustments that may occur if ordering under different circumstances.

Case New Holland (CNH) utilizes Sourcewell Cooperative Purchasing Contract No. 11723 for pricing this equipment, with ASCO being their sole source vendor for this area. The quote given by ASCO for this loader is \$319,984.38, which includes all extended warranties and additional attachments with the understanding that this purchase would require City Council approval. If City Council denies this purchase, the City would then be responsible for a rental fee of \$8,000 per month for the use of the equipment while awaiting approval for the purchase of a different piece of equipment.

Staff recommends the purchase of this equipment to avoid any delays or increases associated with ordering a different loader at a later date. The loader will remain in daily equipment operations as a rental or as purchased equipment after City Council's approval.

FINANCIAL:

Item is budgeted:

Account No.: 01.86 680.25

Account Name: *General Fund Committed Reserves – Equipment & Machinery*

Amount: \$ 320,000

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

Infrastructure

CITY CONTACT: Cary Walker – Public Works Operations Manager
walkercl@nactx.us
(936) 559-2582

ATTACHMENTS: 1. Case 721G Wheel Loader Documents
2. ASCO_Case Sole Source Letter

Sourcewell Quote

ASSOCIATED SUPPLY COMPANY, INC.

Sourcewell Vendor: Associated Supply Company, Inc.
2602 E Front St Tyler, Texas 75702
Phone: 903-593-0201
Fax: 817-283-7836

Prepared By: Travis Slick
Mobile: 903.312.7224
Email: tslick@ascoeq.com

Government Agency: City of Nacogdoches SW Member#139280

Date Prepared: 10/1/2025

Ship To: City of Nacogdoches
3812 NW Stallings Drive
Nacogdoches, Texas

Bill To: City of Nacogdoches
PO BOX 635048
Nacogdoches, Texas 75963

Contacts' Name: Chuck Hagerman
Email: hagermanc@nactx.us

Phone: 936-221-2073
Fax:

Product Description: Case 721G Wheel Loader

Sourcewell Contract: 11723

I. Price List Dated: 5/14/2025

Base Price: 313,212.00

II: Base Bid Options (Itemized Below)

Quick Pick 1-D LR 1906	\$ (6,129.00)
Zbar Linkage	Included
4 Speed Transmission	Included
HD - LSD Front - LSD Rear	Included
Cooling System w/ Reversing Fan	Included
Enhanced Cab Comfort	\$ 955.00
3" Seat Belt - High Visibility	Included
Enhanced Visibility Bundle	\$ 2,820.00
Standard Hydraulic Steering	Included
Joystick w/ 1 Aux Function	Included
No Skid Plate/ Transmission Guard	Included
SUB-TOTAL:	\$ (2,354.00)

Standard Fenders w/ LH/RH Steps	\$ 452.00
20 SR25 L3 Radial Maxam	\$ 6,386.00
Bucket Pins	Included
Locking Hydraulic for Coupler	Included
Payload System Ready	Included
English Literature	Included
Ejector Type Precleaner	\$ 440.00
Standard Weather Package	Included
Ride Control	Included
36 Month or 3,000 Hour Factory Warranty	Included
36 Month or 2,000 Hour ProCare Maintenance	Included
SUB-TOTAL:	\$ 7,278.00

Options List Price Total: \$ 4,924.00

\$ 318,136.00

III. SUB-TOTAL OF I & II

IV. Sourcewell Discount: 29.00% \$ 92,259.44

SOURCEWELL CONTRACT PRICE: \$ 225,876.56

V: NON-BASE OPTIONS

Non-Base Options (%) = 0

Inbound Freight	\$ 5,500.00
Material Surcharge	\$ 9,162.32
Pre Delivery Inspection	\$ 1,600.00
Delivery	\$ 800.00
Rockland Hyd Coupler(Installed) (CAT IT28)	\$ 12,940.00
60 Month or 4000 Hr Premier Warranty w/ TT&M	\$ 7,968.00
SUB-TOTAL:	\$ 37,970.32

Rockland 3.5 Yd Bkt General Purpose	\$ 13,455.00
96" x 72" Construction Forks	\$ 11,375.00
Rockland 110" Brush Grapple	\$ 27,727.50
Transmission Guard/Skid Plate	Included
Rockland 3.5 Yd Bkt w/ Teeth	\$ 13,680.00
SUB-TOTAL:	\$ 66,237.50

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2) \$ 104,207.82

VII: TOTAL IV + VI \$ 330,084.38

VIII: QUANTITY ORDERED UNITS: 1 \$ 330,084.38

IX: TRADE-IN OR OTHER CREDIT(S): \$ 10,100.00

Fall Discount \$ 10,100.00

TOTAL: \$ 319,984.38

PRICING SUBJECT TO CHANGE BASED ON AVAILABILITY

Cary Walker



Proposal

Quote Expires- 11 Oct 2025

CITY OF NACOGDOCHES

1 October 2025

QUO-49136-B4Y6T8

Dealer:

ASCO EQUIPMENT, 2602 EAST
FRONT STREET, TYLER, Texas,
75702

Customer:

CITY OF NACOGDOCHES
CITY OF NACOGDOCHES, ACCOUNTS
PAYABLE, NACOGDOCHES, Texas, 75963-
5070

Travis Slick

Cary Walker

<u>Equipment</u>				
Year	Serial Number	Description	Equipment Tag	Price
2025	FNH0721GNZHE18502	Case 721G2 PLUS Wheel Loader	EQ0195568	\$ 232,838.88
		Rockland Hyd Coupler (CAT IT28)	TBD	\$ 12,940.00
		Rockland 3.5 Yard General Purpose Bucket	TBD	\$ 13,455.00
		96" x 72" Construction Forks	TBD	\$ 11,375.00
		Rockland 110" Brush Grapple	TBD	\$ 27,727.50
		Transmission Guard/Skid Plate	TBD	Included
		Rockland 3.5 Yard Bucket w/ Teeth	TBD	\$ 13,680.00
		60 Month or 4,000 Hour Premier CNH Warranty w/ Travel Time & Mileage		\$ 7,968.00
			Sub Total:	\$ 319,984.38
<u>Equipment Specification</u>				
QUICK PICK - WHEEL LOADERS 734145 Quick Pick 1 - D LR 1906 BOOM 734114 Zbar Linkage TRANSMISSION 424224 4-speed Transmission AXLES 734201 HD - LSD Front - LSD Rear RADIATOR OPTIONS 482585 Cooling System w/Reversing Fan CAB COMFORT BUNDLES 734152 Enhanced Cab Comfort SEAT BELT 469491 3" Seat Belt - High Visibility VISIBILITY BUNDLES 734154 Enhanced Visibility Bundle HYDRAULICSTEERING 782441 Standard Hydraulic Steering CONTROL VALVES 734054 Joystick with 1 AUX Function STEPS/REAR FENDERS 782510 Standard Fenders w/LH/RH Steps 4WS WHEELS 9420551 20.5R25 L3 Radial Maxam CONTROL UNIT FOR TRANSMISSION 734186 No Transmission Control Unit TIRE PRESSURE MONITOR X50008X No Tire Pressure Monitor Sys. BUCKETS, PINS & COUPLERS 782537 Bucket Pins, No Bkt or Coupler LOCKING HYDRAULICS 424911 Locking Hydraulic for INTEGRATED PAYLOAD SYSTEM 734139 No IntegratedPayload System DECALS & LITERATURE 482105 English Literature AIR PRECLEANER 424223 Ejector Type Precleaner AUTOMATIC LUBRICATION SYSTEM X37002X No Auto Lubrication System AXLE STOPS X15002X No Rear Axle Oscillation Stops COLD WEATHER STARTING 482444 Standard Weather Package RIDE CONTROL 782503 Ride Control SKID PLATE X39038X No Skid Plate/Transmission Grd				
<u>Pricing Summary</u>				
Trade-In Amount				- \$0.00
Net Purchase Price				\$ 319,984.38
Tax (If Applicable)				\$0.00
Grand Total				\$ 319,984.38

**Do not wire money without verbal confirmation of wiring instructions by an ASCO team member.
There are numerous reports of people being taken advantage of by bad actors, so please be diligent to protect yourselves.**

ADDITIONAL TERMS AND CONDITIONS

This proposal is subject to the additional ASCO Terms and Conditions which are attached to and made a part of this proposal by reference. Customer should read the Terms and Conditions and consult with an attorney or legal advisor to answer questions regarding this proposal or the Terms and Conditions. This proposal is a contract between the parties upon signature by the customer and acceptance by seller's management. Effective on the latest date shown below the signature of each party. **Price, terms, and delivery date are subject to approval by the management of ASCO. This proposal expires 10 days from the date stated above unless the proposal has been signed by both the customer and ASCO**

Proposed :

Customer

Travis Slick

TERMS AND CONDITIONS
[MADE PART OF THE PROPOSAL FOR THE PURCHASE OF EQUIPMENT]

1. General. These Terms and Conditions are part of the Proposal, which becomes a contract upon Seller's acceptance of the Proposal.

2. Payment of Net Purchase Price. Unless otherwise stated in the Proposal, Buyer (sometimes referred to in the Proposal as the "Customer") will pay ASCO (the "Seller") the Net Purchase Price for the Equipment as stated in the Proposal on or before the delivery of the Equipment. Seller reserves the right to require from Buyer a cash down payment (the "Cash Down Payment") to be paid by check or wire transfer of funds prior to the order or the delivery of the Equipment from the Manufacturer. Any required Cash Down Payment must be received within 3 business days after the date that such payment is requested; otherwise, Seller will have the option of terminating this Proposal, in which event neither party will any further duties or obligations hereunder. The balance of the Sales Price (after crediting the "Cash Down Payment," if any) will be paid by Buyer by check or wire transfer of funds immediately preceding the delivery of the Equipment, and upon Buyer being notified by ASCO that the Equipment is available for delivery. Any Cash Down Payment is non-refundable due to Buyer's inability to obtain financing, or for any other reason resulting from Buyer's inability or unwillingness to purchase the Equipment; however, Buyer will be entitled to a refund of the Cash Down Payment upon ASCO'S failure to perform its obligations under the Proposal or should the Manufacturer fail to fulfill the order within a reasonable period of time. The amount of the Cash Down Payment may vary depending on circumstances or financing related to each sale. If Buyer is obtaining financing for the purchase of the Equipment from a third party lender, such financing must be obtained within 3 business days from the date of this Proposal; and if such financing is not obtained, this Proposal may be terminated at the option of either party. Unless otherwise described in this Proposal, no financing is being offered by Seller.

3. Cancellation Charge. A cancellation charge of 20% of the Total Purchase Price is payable by Customer on all cancelled orders.

4. Taxes, Delivery Fees and Other Fees. Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due. Unless otherwise stated in the Proposal, the Net Purchase Price DOES NOT include any applicable taxes, delivery fees, or other applicable fees.

5. Trade-in Equipment. If the Trade-in Equipment is not being delivered to Seller until after the effective date of this Proposal, Buyer represents and warrants to Seller that there will not be a material increase in the hours of use on the Trade-in Equipment or a material change in the condition of the Trade-in Equipment; and, if Seller determines in its sole opinion that such a material change has occurred, Seller will

of such equipment and to adjust the Trade Allowance and Net Trade Allowance as stated in the Proposal. If Seller reappraises the Trade-in Equipment at an amount which is less than the original Trade Allowance by more than five percent (5%), Buyer may terminate this Proposal provided that such termination is made prior to the delivery of the Equipment; and, provided further that upon such termination, Seller has the option of retaining all or any portion of the Cash Down Payment as reimbursement for expenses incurred in regard to this transaction.

6. Non-Performance by Seller. Seller is excused from performance under the terms of this Proposal if delivery is delayed, or rendered impractical or impossible by work stoppages, strikes, delays in transportation, inability to obtain labor or materials, supply-chain delays, and by any other cause or reason beyond the reasonable control of Seller, including but not limited to acts of God, disease, pandemic, weather, and civil unrest or insurrection; and if Seller is unable to perform for the reasons stated in this paragraph, Buyer's sole remedy is termination of this Proposal and the return of its Cash Down Payment, if any.

7. Buyer's Default. Should Buyer default under the terms of this Proposal, ASCO may terminate this Proposal and retain the Cash Down Payment as liquidated damages; or, ASCO may seek such other relief as provided by law or in equity. Upon ASCO's failure to deliver the Equipment (other than its failure to timely deliver the Equipment due to the fault of Manufacturer or any third party, which shall not be a default by ASCO), Buyer may, as its sole remedies, terminate this Proposal and receive a refund of the Cash Down Payment; or, Buyer may enforce specific performance of ASCO'S obligations under this Proposal, provided that the Equipment can be obtained by ASCO from the Manufacturer within a reasonable period of time. An action for specific performance by either party must be initiated, if at all, within 90 days after the alleged breach of this Proposal. Until Buyer has fully paid for the Equipment, ASCO retains a lien on the Equipment in accordance with the *Texas Business and Commerce Code* and Buyer authorizes ASCO to perfect such lien by filing a financing statement with any governmental filing offices as required for perfecting such lien. *Under no circumstances will ASCO be liable to Buyer for any consequential, special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity, or loss of prospective revenue, arising out of this Proposal or the Equipment to be provided under this Proposal. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.*

8. Entire Agreement; Modification. This Proposal constitutes the entire agreement between the parties, and any modification or amendment must be in writing

be entitled to reappraise the Trade-in Equipment at the time of receipt

9. Jurisdiction and Venue. This Proposal shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas, and venue for any lawsuits or legal proceedings related to this Proposal or the Equipment will be in Lubbock County, Texas.

10. Delivery: The risk of loss will pass to Buyer immediately upon the Equipment being: (i) picked up by Buyer or (ii) delivered to customer's location. The delivery of the Equipment as described above is subject to performance and delivery by the manufacturer of the Equipment (the "Manufacturer"), which the Seller and Buyer agree may cause the actual delivery date to vary, and which Seller is unable to control. If Seller has provided Buyer with an "estimated lead time" for delivery of the Equipment, Buyer agrees that the lead time has been provided by the Manufacturer of the Equipment and Buyer is given notice that such time may vary depending on circumstances which are beyond the control of Seller. Seller's delivery of the Equipment to Buyer by any date stated in the Proposal, if any, is subject to Manufacturer's delivery of the Equipment to Seller in accordance with the lead time provided solely by the Manufacturer.

11. Completion of Blanks. Buyer authorizes Seller to unilaterally insert the serial number(s) and/ or model numbers of the Equipment on the previous pages of this Proposal for the purpose of identifying the Equipment or correcting errors.

and signed by authorized representatives of both Buyer and Seller.

12. Price Increases. If the equipment is being ordered from the manufacturer, the price stated herein is an estimate; and, to reflect any increases due to material availability or other factors beyond the control of Seller, the price stated in this Proposal is subject to increase to reflect any price increase imposed by the manufacturer between the date of this Proposal and the delivery date of the Equipment to Buyer.

13. Final Agreement; Buyer's Performance.. All sales are expressly conditional on Buyer's agreement to these Terms and Conditions which are part of the Proposal. Buyer's execution of this Proposal; or, any order or statement of intent by Buyer to purchase the Equipment and/ or any other products or services as described in this Proposal from ASCO; or, any directions by Buyer to proceed with procurement or shipment of the Equipment or any other products or services described in this Proposal; or, acceptance by Buyer of the Equipment, products and/ or services; or, payment of all or part of such Equipment, products and/ or Services as described in this Proposal; shall constitute assent to these Terms and Conditions by Buyer. Any different or additional terms and conditions proposed by Buyer in a purchase order or any other document, are objected to by ASCO and will not be binding upon ASCO unless specifically assented to in writing by an authorized representative of ASCO. The person signing this Proposal on behalf of Buyer is an authorized representative with authority to sign this Proposal.

14. DISCLAIMER OF WARRANTIES ON EQUIPMENT:

ASCO is not the manufacturer of the Equipment. The only warranties offered in regard to the Equipment are those of the Manufacturer. Warranty remedies offered by the Manufacturer of the Equipment are Customer's exclusive remedies. ASCO EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ASCO MAKES NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT; HOWEVER, ASCO'S DISCLAIMER OF WARRANTIES DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer is solely responsible for selecting the Equipment; and, ASCO has not selected the Equipment and is not responsible for the suitability of the Equipment for any use or purpose intended by Customer. Customer expressly waives any claim that it may have against ASCO based on any manufacturer product liability arising out of or related to the Equipment.

All used equipment is sold **AS IS, WHERE IS, and WITH ALL FAULTS**. Used equipment quoted in the Proposal is subject to prior sale and availability is not guaranteed.

ACCEPTED AND AGREED :

ASSOCIATED SUPPLY COMPANY, INC.

Signature of Buyer: _____
Cary Walker
Print Name: _____
Title: _____
Date: _____

Seller's Representative: _____
Branch Manager: _____
Date: _____

Accepted :



Walker, Cary <walkercl@nactx.us>

ASCO Rental Quote for 721G

1 message

Travis Slick <tslick@ascoeq.com>
To: Cary Walker <walkercl@nactx.us>

Thu, Oct 2, 2025 at 2:46 PM

Cary,

Per our conversation, the rental fee per month for the 721G is \$8,000. If purchased, all funds would be applied to purchase of the loader and attachments

If 721G is not purchased, \$8,000/month would be charged for the rental of the 721G, coupler and bucket that is on the machine at this time.

--

Travis Slick
Tyler Area Territory Manager
tslick@ascoeq.com
c 903.312.7224
ASCO Equipment | www.ascoeq.com
2602 E. Front Street | Tyler, TX 75702

[ASCO Financing Application](#)

[Google Review - ASCO Tyler](#)

ASCO emails **ONLY** come from addresses ending in @ascoeq.com.
ALWAYS verify payment and other sensitive information verbally.

2025 / 2026 General Fund Reserves Expenditures

Capital Equipment

Animal Shelter - Kennel Painting	\$ 30,000
Animal Shelter - HVAC	\$ 61,100
Bldg Maint - City Hall Fire Alarm	\$ 30,000
IT - Enterprise Server Upgrade	\$ 27,000
IT - Laptop/PC Replacement Cycle	\$ 87,900
IT - Network Infrastructure Upgrades	\$ 87,300
Fire - Portable Radio Units (10)	\$ 70,000
Fire - Electric Cutter	\$ 13,000
Fire - Electric Ram	\$ 10,000
Fire - Electric Spreader	\$ 14,500
Fire - Self Contained Breathing Apparatus (5)	\$ 50,000
Fleet Maint - HVAC Machine	\$ 18,000
Parks - Lake Nacogdoches West Pavillion Floor	\$ 19,625
Parks - Oak Grove Fence Replacement	\$ 21,350
Parks - Security Cameras at Pioneer Park	\$ 14,500
PD - Reroute Drainage	\$ 8,000
Streets - Dump Truck	\$ 220,000
Streets - Rubber Tire Wheel Loader	\$ 320,000
Streets - Trailer Mounted Personnel Lift (1/3 split)	\$ 20,000
Code Enforcement - Ford Escape	\$ 31,340

Capital Replacement Total	\$ 1,153,615
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February 26, 2025

RE: Associated Supply Company, Inc.

To whom it may concern:

This is to inform you that Associated Supply Company, Inc. ("ASCO") is the sole source of CASE construction equipment and is the only authorized dealer for OEM sales, parts and service on CASE construction equipment in the in the following Texas markets:

ABILENE	LUBBOCK
AMARILLO	MANOR
AUBREY	SAN ANGELO
BEAUMONT	SAN ANTONIO
BELTON	SHERMAN
BRENHAM	TERRELL
BRYAN	TYLER
EULESS	WICHITA FALLS
HOUSTON	

Sincerely,

A handwritten signature in black ink, appearing to read "Sue Veselik".

Sue Veselik
Network Development Administration & Controls



CNH Industrial America LLC
700 State Street
Racine, WI 53404



City Council Meeting

Date: October 21, 2025

Agenda Item: 6.H.

PRESENTER: Ronnie Lyles, Water Utilities Asst. Manager

ITEM/SUBJECT: Consider approval of the purchase of a Kenworth T480 Dump Truck from Performance Truck, utilizing BuyBoard Cooperative Purchasing Contract No. 723-23, in a not-to-exceed amount of \$173,617.53. (Assistant Water Utilities Manager)

SUMMARY/BACKGROUND: City staff seeks to purchase a Kenworth T480 Dump Truck from Performance Truck in Lufkin, Texas, for the amount of \$173,617.53. Pricing is established under BuyBoard Cooperative Purchasing Contract No. 723-23, which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). The vehicle will be used for Water Utilities Division operations. This is a budgeted item in the FY25-26 budget for capital equipment.

FINANCIAL:

Item is budgeted:

Account No.: 30.39 680.20

Account Name: *Wastewater Treatment - Vehicle Capital Expense*

Amount: \$ 195,000

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

Infrastructure

CITY CONTACT: Ronnie Lyles - Assistant Water Utilities Manager
lylesr@nactx.us
(936) 564-5046

ATTACHMENTS:

1. Dump Truck Quote
2. Dump Truck Budget

PERFORMANCE TRUCK - LUFKIN

2501 N. Medford Drive, Lufkin, 4 75901

Phone: (936) 634-3000

BUYER'S ORDER

Date Prepared: 09-27-2025	Delivery Date: 01-16-2026	Salesman: Damon Dunman	Branch: Lufkin
Purchaser: City of Nacogdoches	Telephone: 936-221-2073		Fax:
Mailing Address: 202 E Pilar	City: Nacogdoches	State: TX	Zip: 75961
Physical Address: 202 E Pilar	City: Nacogdoches	State: TX	Zip: 75961
Description: NEW 2026 KENWORTH T480	Email Address: smithje@nactx.us		
Mileage:	Color: L0006 White	NOTE: Sales tax and license fee may apply but are not included in this quote.	
VIN: TO ORDER	Comments: See attached vehicle summary, QUO-1131513-D6L7S0		
Purchaser's Agent: Jason Smith	Title: BUY BOARD: 723-23	License Type: Commercial	Account # 9362212073

LICENSE - TITLE INFORMATION

Months: 12	Tractor:	Truck: X	Trailer:	Body Type: N/A	Color:	Tons:	GCW: 66000
Apportioned:	IMC #	Combination:	Com'l: X	Token Trailer:	Gas:	Diesel: X	

INSURANCE INFORMATION

AGENCY:

NAME: PHONE:

LIEN INFORMATION

NAME: LIEN DATE:

ADDRESS: PHONE:

CITY, STATE, ZIP:

COMMENTS:

AMOUNT: NAME:

ADDITIONAL INFORMATION

This quote is for 1 unit (Sched build date: 3-4 weeks from order date)
Pricing is valid for Q4 2025 chassis prod. (Sched build no-later-than 12/15)*
*Order deadline: 11/14. (Enough time to order chassis w/ build date NLT 12/15)
*If ordered after Nov 14, will have to re-quote
*IF ORD MID OCT: mid Nov build; mid Dec arrival to Hou Fab; mid Jan 2026 est d
*Will take PO in lieu of deposit to order

SELLING PRICE*	136,900.00
HOU FAB 16 YD SEMI-RD W/ PINTLE	36,291.00
CASH PRICE W/ACCESS.	173,191.00
TRADE IN ALLOWANCE	-
NET CASH DIFFERENCE	173,191.00
FEDERAL RETAIL EXCISE TAX	-
NET PRICE	173,191.00
STATE SALES TAX	-
LICENSE MO. & FEE	-
TITLE FEE (INCLUDES \$5 TAG FEE)	10.00
COMMERCIAL INSPECTION FEE	40.00
DEALER'S INVENTORY TAX	301.53
DOCUMENTARY FEE**	75.00
EXTENDED WARRANTY	-
SUBTOTAL	173,617.53
BALANCE OWED ON TRADE	-
SUBTOTAL	173,617.53
PREPAYMENT	-
BALANCE DUE UPON DELIVERY	173,617.53

DISCLAIMER OF WARRANTY

Any warranties on the products sold hereby are those made by the manufacturer. The seller, CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

* PRICE IS SUBJECT TO INDUSTRY AND ENVIRONMENTAL COST IMPACTS BEYOND THE CONTROL OF PERFORMANCE TRUCK

** A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW

Vehicle(s) are subject to prior sale and will not be held more than five working days.

PURCHASER _____

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER.

SALESPERSON _____

ACCEPTED BY _____

2025 / 2026 Utility Fund Capital Equipment

Capital Equipment

Utility Billing	Replacement Flooring	\$	22,000
Utility Billing	Replacement Radios	\$	20,000
Utility Billing	F150 4x2 Reg Cab (2)	\$	94,000
Water Production	IT Upgrades	\$	53,750
Water Production	1/2 ton 4x4 Super Cab	\$	60,000
Water Production	Mower	\$	16,000
Utility Construction	6x6 Combo Vac/Jet Rod	\$	700,000
Utility Construction	8 Yard Dump Truck	\$	180,000
Utility Construction	F250 4x4 Crew Cab	\$	75,000
Utility Construction	F350 4x4 Crew Cab	\$	75,000
Utility Construction	Heavy Duty Equip Trailer	\$	15,000
Utility Construction	Trailer Mounted Personnel Lift (1/3 split)	\$	20,000
Wastewater	IT Upgrades	\$	20,500
Wastewater	1/2 ton 4x4 Super Cab	\$	60,000
Wastewater	3/4 ton Extended Cab Service Body	\$	80,000
Wastewater	Peterbuilt 548 Dump Body	\$	195,000

Capital Equipment Total	\$	1,686,250
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City Council Meeting

Date: October 21, 2025

Agenda Item: 6.I.

PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider approval of the purchase of a Kenworth T380 Dump Truck from Performance Truck, utilizing BuyBoard Cooperative Purchasing Contract No. 723-23, in the amount of \$144,677.23. (Utility Construction Manager)

SUMMARY/BACKGROUND: City staff seeks to purchase a Kenworth T380 Dump Truck from Performance Truck in Lufkin, Texas, for the amount of \$144,677.23. Pricing is established under BuyBoard Cooperative Purchasing Contract No. 723-23, which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). The vehicle will be used for Utility Construction Division operations. This is a budgeted item in the FY25-26 budget for capital equipment.

FINANCIAL:

Item is budgeted:

Account No.: 30.37 680.20

Account Name: *Utility Construction - Vehicle Capital Expense*

Amount: \$ 180,000

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

Infrastructure

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

ATTACHMENTS:

1. Dump Truck Quote
2. Dump Truck Budget

PERFORMANCE TRUCK - LUFKIN

2501 N. Medford Drive, Lufkin, 4 75901

Phone: (936) 634-3000

BUYER'S ORDER

Date Prepared: 10-06-2025		Delivery Date: 01-16-2026		Salesman: Damon Dunman		Branch: Lufkin	
Purchaser: City of Nacogdoches				Telephone: 936-221-2073 Fax:			
Mailing Address: 202 E Pilar City: Nacogdoches State: TX Zip: 75961				County: Nacogdoches			
Physical Address: 202 E Pilar City: Nacogdoches State: TX Zip: 75961				County: Nacogdoches			
Description: NEW 2026 KENWORTH T380				Email Address: smithje@nactx.us			
Mileage: Color: L0006 White NOTE: Sales tax and license fee may apply but are not included in this quote.							
VIN: TO ORDER Comments: See attached vehicle summary, QUO-1129317-M9Z1T0							
Purchaser's Agent: Jason Smith		Title: Buy Board : 723-23		License Type: Commercial		Account # 9362212073	

LICENSE - TITLE INFORMATION

Months: 12	Tractor:	Truck: X	Trailer:	Body Type: N/A	Color:	Tons:	GCW: 33000
Apportioned:	IMC #	Combination:	Com'l: X	Token Trailer:	Gas:	Diesel: X	

INSURANCE INFORMATION

AGENCY:	SELLING PRICE*	118,500.00
NAME:	HOU FAB 8 YD SEMIROUND BED	25,801.00
PHONE:	CASH PRICE W/ACCESS.	144,301.00

LIEN INFORMATION

NAME:	LIEN DATE:	TRADE IN ALLOWANCE	-
ADDRESS:	PHONE:	NET CASH DIFFERENCE	144,301.00
CITY, STATE, ZIP:		FEDERAL RETAIL EXCISE TAX	-
COMMENTS:		NET PRICE	144,301.00
AMOUNT:	NAME:	STATE SALES TAX	-

ADDITIONAL INFORMATION

This quote is for 1 unit (Sched build date: 3-4 weeks from order date)	TITLE FEE (INCLUDES \$5 TAG FEE)	10.00
Pricing is valid for Q4 2025 chassis prod. (Sched build no-later-than 12/15)*	COMMERCIAL INSPECTION FEE	40.00
*Order deadline: 11/14. (Enough time to order chassis w/ build date NLT 12/15)	DEALER'S INVENTORY TAX	251.23
*If ordered after Nov 14, will have to re-quote	DOCUMENTARY FEE**	75.00
*IF ORD MID OCT: mid Nov build; mid Dec arrival to Hou Fab; mid Jan 2026 est d	EXTENDED WARRANTY	-
*Will take PO in lieu of deposit to order	SUBTOTAL	144,677.23
	BALANCE OWED ON TRADE	-
	SUBTOTAL	144,677.23
	PREPAYMENT	-
	BALANCE DUE UPON DELIVERY	144,677.23

DISCLAIMER OF WARRANTY

Any warranties on the products sold hereby are those made by the manufacturer. The seller, CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

* PRICE IS SUBJECT TO INDUSTRY AND ENVIRONMENTAL COST IMPACTS BEYOND THE CONTROL OF PERFORMANCE TRUCK

** A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

Vehicle(s) are subject to prior sale and will not be held more than five working days.

PURCHASER _____

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER.

SALESPERSON _____

ACCEPTED BY _____

2025 / 2026 Utility Fund Capital Equipment

Capital Equipment

Utility Billing	Replacement Flooring	\$	22,000
Utility Billing	Replacement Radios	\$	20,000
Utility Billing	F150 4x2 Reg Cab (2)	\$	94,000
Water Production	IT Upgrades	\$	53,750
Water Production	1/2 ton 4x4 Super Cab	\$	60,000
Water Production	Mower	\$	16,000
Utility Construction	6x6 Combo Vac/Jet Rod	\$	700,000
Utility Construction	8 Yard Dump Truck	\$	180,000
Utility Construction	F250 4x4 Crew Cab	\$	75,000
Utility Construction	F350 4x4 Crew Cab	\$	75,000
Utility Construction	Heavy Duty Equip Trailer	\$	15,000
Utility Construction	Trailer Mounted Personnel Lift (1/3 split)	\$	20,000
Wastewater	IT Upgrades	\$	20,500
Wastewater	1/2 ton 4x4 Super Cab	\$	60,000
Wastewater	3/4 ton Extended Cab Service Body	\$	80,000
Wastewater	Peterbuilt 548 Dump Body	\$	195,000

Capital Equipment Total	\$	1,686,250
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City Council Meeting

Date: October 21, 2025

Agenda Item: 6.J.

PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider approval of the purchase of a Vactor 2100i Vac Truck from Doggett Freightliner of South Texas, utilizing TIPS Cooperative Purchasing Contract No. 230802, in the amount of \$672,221.00. (Utility Construction Manager)

SUMMARY/BACKGROUND: City staff received a quote for a Vactor 2100i Vac Truck from Doggett Freightliner of South Texas in the amount of \$672,221.00. Equipment pricing is determined by TIPS Cooperative Purchasing Contract No. 230802, which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). The truck equipment will be used in Utility Construction Division operations. This is a budgeted item in the FY25-26 budget for capital equipment.

FINANCIAL:

Item is budgeted:

Account No.: 30.37 680.20

Account Name: *Utility Construction – Vehicle Capital Expense*

Amount: \$ 700,000

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

Infrastructure

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

ATTACHMENTS:

1. Vac Truck Quote
2. Vac Truck Budget



Presents a Proposal Summary

of the

VACTOR
Subsidiary of Federal Signal Corporation



2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Western Star Truck Chassis

For

Nacogdoches
the oldest town in Texas

BASIC

MODEL

Vacuum System	Roots 824-18 Blower	Debris Body Capacity	12 Cubic Yards
Model Type	Combination	Water Capacity	1500 Gallons
Water Flow	80 GPM	Water Pressure	2500 PSI
Chassis Source	Doggett Freightliner	Water Tank Material	Aluminum
		Blower High Temp Shutdown	Included

CHASSIS

Tandem Axle- 2025 Western Star 47x 6x4- 370 HP- Auto- 66-000
GVWR- GHG

STANDARD FEATURES

Operator Station Curbside Toolbox
Aluminum Fenders
Mud Flaps
Color Coded Sealed Electrical System
Intuitouch Electronic Package
Double Acting Hoist Cylinder
Handgun Assembly
Ex-Ten Steel Cylindrical Debris Tank
Flexible Hose Guide
(3) Nozzles with Carbide Inserts w/Rack
Suction Tube Storage
1" Nozzle Pipe
10' Leader Hose
Flat Rear Door w/Hydraulic Locks
Dual Stainless-Steel Float Shut Off System
Microstrainer Prior to Blower
Lube Manifold, with Lube Chart
Debris Body Vacuum Relief System
Debris Deflector Plate
60" Dump Height
Debris Body-Up Message and Alarm
Low Water Indicator on Screen w/Alarm and Water Pump Flow Indicator
3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
Additional Water Tank Sight Gauge
Liquid Float Level Indicator
Digital Water Pressure Gauge
Front Joystick Boom Control
Boom Hose Storage
Boom Out of Position Message and Alarm

Dane Clarke
Tel: 727-729-0255

Quote Number: 2025-84715 (72289)

Rodder System Accumulator - Jack Hammer on/off Control w/
manual valve
3"Y -Strainer @ Water Pump
Midship Handgun Coupling
Chassis Engine Cooling Package
Side Mounted Water Pump
Digital Hose Footage Counter
Hose Reel Manual Hyd Extend/Retract
Hose Reel Chain Cover
Hydraulic Tank Shutoff Valves
Rodder Pump Drain Valves
Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
Tachometer/Chassis Engine w/Hourmeter
Water Pump Hour Meter
PTO Hour Meter
Hydraulic Oil Temp Alarm
Tachometer & Hourmeter/Blower
Circuit Breakers
LED Lights- Clearance- Back-up- Stop- Tail & Turn
Tow Hooks- Front and Rear
Electronic Back-Up Alarm
Module Paint- DuPont Imron Elite - Wet on Wet
7" Vacuum Pipe Package
Emergency Flare Kit
Fire Extinguisher 5 Lbs.

BOOM

Bellypack Wireless Controls with hose reel controls- 2-way
communications- and LCD Display
Rotatable Boom Inlet Hose
180 deg. 10' x 15' Rapid Deployment Boom
Heavy Duty RDB Hose
RDB Washout Coupling

DEBRIS BODY

Fixed Rear Door Pipe Rack -7" Pipe
"Subframe Mounted -2 Pipe Rack -7"
Debris Body Flushout
Internally Mounted Trash Pump
Centrifugal Separators (Cyclones)
Folding Pipe Rack - Curbside - Hydraulic -7" Pipe
Rear Door Splash Shield

Dane Clarke
Tel: 727-729-0255

Quote Number: 2025-84715 (72289)

Digital Debris Body Level Indicator Tied to Vacuum Relief

Anti Splash Valve- Body Inlet

VACUUM OPTIONS

Front Blower Controls

Blower High Temp Safety Shutdown

REAR DOOR

6" Rear Door Butterfly Valve - 3:00 position

HOSE REEL

800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD

Rodder Hose Pinch Roller

High Pressure Hose Reel

Hose Wind Guide (Dual Roller)- Auto- Indexing

WATER TANKS

Additional Water- 1500-Gal Total

Digital Water Level Indicator

Handgun Couplers- Front and Rear

MISCELLANEOUS

Amber Lights for Flashing Light Package

Safety Cone Storage Rack - Post Style

Chassis Modifications - 2025 Western Star PSWT370A

Easement Machine - 500' of 3/4" Hose in lieu of 1" with Water
Selector and Manual Footage Counter

LIGHTING

Rear Directional Control- LED Arrowboard

Front Mounted- LED Beacon Light

10 Light Package- 10 Federal Signal Strobe Lights- LED

Worklights (2), Self-Leveling Boom LED

Worklight- LED- Hose Reel Manhole

Camera System- Front and Rear

PAINT

Cab Paint Color White

Cab Paint Color Code L0006EY White Elite

Module Paint Color White

Quote Number: 2025-84715 (72289)

Dane Clarke
Tel: 727-729-0255

Module Paint Code N0006EX
Vactor 2100i Body Decal- Standard
Vactor Logos - Applied

TOOLBOX

Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
Long Handle Tool Storage
Toolbox- Behind Cab - 16w 30h x 96d
Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d
Toolbox- Driver Side Subframe- 18w x 24h x 24d

WATER ACCESSORIES

Air Purge
Cold Weather Recirculator- PTO Driven- 25 GPM
Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube

WATER SYSTEM

80 GPM/2500 PSI Jet Rodder pump

Product Model: 2100i

Proposal Date: 10/6/2025

Quote Number: 2025-84715 (72289)

Price List Date: 10/6/2025

Payment Terms: Net Due Upon Deliver

Total Price F.O.B. Nacogdoches, TX: \$672,221.00

Proposal Notes:

1. This is KESI Stock Unit VA0174. It is offered on a first come first served basis and is subject to prior sale.
2. Under Texas Motor Vehicle laws, this vehicle must be sold via a Texas franchise motor vehicle dealer. Therefore, any Purchase Order issued in conjunction with this proposal must be in the name of Doggett Freightliner of South Texas, LLC. TIPS Contract # 230802.

SIGNED BY: _____ Date: _____

Dane Clarke
Tel: 727-729-0255

Quote Number: 2025-84715 (72289)

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



Dane Clarke
Tel: 727-729-0255

2025 / 2026 Utility Fund Capital Equipment

Capital Equipment

Utility Billing	Replacement Flooring	\$	22,000
Utility Billing	Replacement Radios	\$	20,000
Utility Billing	F150 4x2 Reg Cab (2)	\$	94,000
Water Production	IT Upgrades	\$	53,750
Water Production	1/2 ton 4x4 Super Cab	\$	60,000
Water Production	Mower	\$	16,000
Utility Construction	6x6 Combo Vac/Jet Rod	\$	700,000
Utility Construction	8 Yard Dump Truck	\$	180,000
Utility Construction	F250 4x4 Crew Cab	\$	75,000
Utility Construction	F350 4x4 Crew Cab	\$	75,000
Utility Construction	Heavy Duty Equip Trailer	\$	15,000
Utility Construction	Trailer Mounted Personnel Lift (1/3 split)	\$	20,000
Wastewater	IT Upgrades	\$	20,500
Wastewater	1/2 ton 4x4 Super Cab	\$	60,000
Wastewater	3/4 ton Extended Cab Service Body	\$	80,000
Wastewater	Peterbuilt 548 Dump Body	\$	195,000

Capital Equipment Total	\$	1,686,250
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City Council Meeting

Date: October 21, 2025

Agenda Item: 6.K.

PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider approval of the purchase of two (2) Ford F-350 Trucks from Tipton Ford, utilizing TIPS Cooperative Purchasing Contract No. 230204, in the total amount of \$124,867.00. (Utility Construction Manager)

SUMMARY/BACKGROUND: City staff received quotes for two (2) Ford F-350 trucks from Tipton Ford located in Nacogdoches, Texas, in the amounts of \$61,027 and \$63,840, respectively. The total purchase amount would be \$124,867.00. All tool boxes and accessories will be bid out separately. Tipton Ford utilizes TIPS Cooperative Purchasing Contract No. 230204 for pricing, which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). These trucks will be used for Utility Construction Division operations. These are budgeted items in the FY25-26 budget for capital equipment.

FINANCIAL:

Item is budgeted:

Account No.: 30.37 680.20

Account Name: *Utility Construction – Vehicle Capital Expense*

Amount: \$ 150,000

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

Infrastructure

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

ATTACHMENTS: 1. F-350 Quotes
2. F-350 Budget

TIPTON FORD
1115 NORTH STREET, NACOGDOCHES, TX 75961

Purchaser: City of Nacogdoches
 Contact: Matt Watson
 Phone/Email: watsonm@nactx.us
 Product Description: 2026 Ford F350

Tipton Rep: PAUL SMITH
 Phone: 936.553.3175
 Date: 09/02/2025
 Email: paulsmith@tiptonford.com

A. **A. MSRP Price** **\$68,200**

B. Published Options [Itemize each below]

Code	Options	MSRP Price	Code	Options	MSRP Price
	F350 white 160' wheelbase	\$54,000		platform running boards	\$445
	XL Driver assist pkg	\$730		pro power onboard 400w	\$225
	360-Degree camera	\$1,150		trailer break control	\$300
	dark slate cloth interior	\$0		roof clearance lights	\$150
	610A equipment pkg	\$0		Dark carbonized 20" wheels	\$1,420
	7.3L V8 gas engine	\$1,500		led box lighting	\$160
	10 speed transmission	\$0		upfitter switches	\$250
	5th wheel/gooseneck pkg & hitch	\$1,000		250 AMP alternator	\$185
	11499# GVWR pkg	\$0		Heavy service front suspension	\$125
	STX pkg	\$3,115		Manufacturer Destination/ Delivery Fee	\$2,595
	Fx4 pkg	\$600		MSRP	\$68,200
TOTAL PURCHASE PRICE					\$61,027

C. UPFITTERS

Options	Price	Options	Price
Total of C. Upfitters			

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:	\$ -
E. UPFITTERS:	
TIPS CONTRACT #230204	
G. Additional Delivery Charges <u>0</u> miles	\$ -
H. MSRP Subtotal:	\$ 61,027.00
I. Quantity Ordered <u>1</u>	1
K. TOTAL PURCHASE PRICE FOR City of Nacogdoches	\$ 61,027.00

TIPTON FORD
1115 NORTH STREET, NACOGDOCHES, TX 75961

Purchaser: City of Nacogdoches
 Contact: Shane Jernigan
 Phone/Email:
 Product Description: 2026 Ford F350 Cab & Chassis

Tipton Rep: PAUL SMITH
 Phone: 936.553.3175
 Date: 09/29/2025
 Email: paulsmith@tiptonford.com

A. MSRP Price **\$69,125**

B. Published Options [Itemize each below]

Code	Options	MSRP Price	Code	Options	MSRP Price
	F350 crewcab DRW	\$61,600		8-way power seat-driver	\$0
	179" wheelbase	\$0		platform running boards	\$445
	oxford white	\$0		14000#GVWR pkg	\$0
	cloth 40/console/40 seats	\$525		skid plates	\$150
	7.3L V8 gas engine	\$0		spare tire & wheel	\$350
	4.30 axle ratio	\$0		powerscope trailer mirrors	\$280
	carpete delete	\$0		410 amp dual alternator	\$0
	XLT value pkg	\$2,155		extra heavy service suspension	\$125
	backglass deforst	\$0		rearview camera prep kit	\$515
	power pedals	\$0		Manufacturer Destination/ Delivery Fee	\$2,595
	remote start/heated front seats	\$0		MSRP	\$69,125
TOTAL PURCHASE PRICE					\$63,840

C. UPFITTERS

Options	Price	Options	Price
Total of C. Upfitters			

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:	\$ -
E. UPFITTERS:	
TIPS CONTRACT #230204	
G. Additional Delivery Charges <u>0</u> miles	\$ -
H. MSRP Subtotal:	\$ 63,840.00
I. Quantity Ordered <u>1</u>	1
K. TOTAL PURCHASE PRICE FOR City of Nacogdoches	\$ 63,840.00

2025 / 2026 Utility Fund Capital Equipment

Capital Equipment

Utility Billing	Replacement Flooring	\$	22,000
Utility Billing	Replacement Radios	\$	20,000
Utility Billing	F150 4x2 Reg Cab (2)	\$	94,000
Water Production	IT Upgrades	\$	53,750
Water Production	1/2 ton 4x4 Super Cab	\$	60,000
Water Production	Mower	\$	16,000
Utility Construction	6x6 Combo Vac/Jet Rod	\$	700,000
Utility Construction	8 Yard Dump Truck	\$	180,000
Utility Construction	F250 4x4 Crew Cab	\$	75,000
Utility Construction	F350 4x4 Crew Cab	\$	75,000
Utility Construction	Heavy Duty Equip Trailer	\$	15,000
Utility Construction	Trailer Mounted Personnel Lift (1/3 split)	\$	20,000
Wastewater	IT Upgrades	\$	20,500
Wastewater	1/2 ton 4x4 Super Cab	\$	60,000
Wastewater	3/4 ton Extended Cab Service Body	\$	80,000
Wastewater	Peterbuilt 548 Dump Body	\$	195,000

Capital Equipment Total	\$	1,686,250
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City Council Meeting

Date: October 21, 2025

Agenda Item: 7.A.

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of Resolution 1398-10-25 regarding nominations for Central Appraisal District Board of Directors. (City Attorney)

SUMMARY/BACKGROUND: Nomination for the Central Appraisal District Board of Directors.

FINANCIAL:

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

CITY CONTACT:

ATTACHMENTS: 1. Resolution Central Appraisal District Nominations 2025

RESOLUTION NO. 1398-10-25

RESOLUTION NOMINATING A REPRESENTATIVE FROM THE CITY OF NACOGDOCHES TO NACOGDOCHES CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the City of Nacogdoches is allowed to nominate up to five (5) potential candidates to the Central Appraisal District Board of Directors to represent its interests; and

WHEREAS, the Nacogdoches City Council meeting in regular session on October 21, 2025, is in agreement that _____ should be nominated to represent the City of Nacogdoches on the Board; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Nacogdoches, Texas that City Council does hereby nominate _____ to represent the City of Nacogdoches on the Central Appraisal District Board of Directors.

PASSED AND APPROVED this the 21st day of October, 2025.

Randy Johnson, Mayor

ATTEST:

Karen Hadnot, City Secretary

Approved as to form:

Jerry Baker, City Attorney

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Public Hearing: Consider approval of an Ordinance of the City of Nacogdoches, Texas, Amending Chapter 34—"Environment", Article V—"Noise and Vibrations", and Chapter 118— "Zoning", Article VII—"Performance Standards", of the Code of Ordinances of the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective date. (City Attorney)

SUMMARY/BACKGROUND: This is a proposed amendment to the City's current noise ordinance. The primary purpose of the amendment is to clarify inconsistent and potentially confusing language in the current Code of Ordinance provisions for noise and vibration violations in the City.

Currently, there are separate ordinances governing noise violations, which are located in Chapters 34 and 118. The amendment seeks to consolidate these provisions under Chapter 34 and remove the sections in Chapter 118 altogether. As indicated in the redline changes in the attached ordinance, the amendment would distinguish and clarify specific violations related to sound equipment in vehicles and at specific property locations, clarify the applicable presumptions for property owners and the rebuttal process, and update the available affirmative defenses to an alleged violation of the ordinance. The amendment also proposes to remove the language of Sec. 118-504 and 118-507 in their entirety and reserve these sections.

As part of this amendment affects sections found in the zoning ordinance, a recommendation from the Planning & Zoning Commission as required under Sec. 118-139. Pursuant to that requirement, a public hearing was noticed and conducted at the Planning & Zoning Commission meeting of October 13, 2025. Following the public hearing and discussion of the Commission, no action was taken concerning the amended ordinance. Rather, the Commission voted to table the matter until its next meeting in order to further study the proposed amendment.

A public hearing will be noticed for the next Planning & Zoning Commission, as well as the following City Council meeting. No action is being recommended at this time to allow the Commission to reconsider the matter and make a recommendation to the Council.

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: Jerry Baker, City Attorney
(936) 559-2503

bakerj@nactx.us

ATTACHMENTS: 1. Ordinance_34-151 and 118-504, 507_Noise

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING CHAPTER 34 – “ENVIRONMENT”, ARTICLE V. – “NOISE AND VIBRATIONS”, AND CHAPTER 118 — “ZONING”, ARTICLE VII. – “PERFORMANCE STANDARDS”, OF THE CODE OF ORDINANCES OF THE CITY OF NACOGDOCHES, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONTINUATION CLAUSE; PROVIDING A REPEAL CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, Texas Penal Code §48.05 makes it an offense of disorderly conduct for a person who makes unreasonable noise in a public place; and

WHEREAS, the City of Nacogdoches is authorized under Article II, § 22[10] of its Charter “...to restrain, regulate and prohibit the ringing of bells, or blowing of horns, bugles and whistles, crying of goods and all other noises, practices and performances tending to the collection of persons in the streets or tending, unnecessarily, to interfere with the peace and quietude of the inhabitants of said City, and to suppress and regulate all necessary noises”; and

WHEREAS, as authorized thereunder, the City Council of the City of Nacogdoches has exercised such authority and adopted ordinances concerning the regulation of unreasonably loud noises and vibrations within the city limits; and

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

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

SECTION I

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

SECTION II

CHAPTER 34 – “ENVIRONMENT”, ARTICLE V. – “NOISE AND VIBRATIONS” of the Code of Ordinances of the City of Nacogdoches, Texas, is hereby amended, as set hereafter to include the following:

Sec. 34-151. Prohibited acts.

A person commits an offense if he makes or causes to be made an unreasonably loud and disturbing noise or vibration in the city that is offensive to the ordinary sensibilities of persons in the city.

(Ord. No. 1573-5-11, § 2, 5-17-2011; Ord. No. 1934-10-22 , § II, 11-15-2022)

Sec. 34-152. Violations.

The following acts, among others, are declared to be unreasonably loud disturbing noises and vibrations and are presumed to be offensive to persons of ordinary sensibilities in the city in violation of this article, unless an exemption exists as provided in section 34-157, but such enumeration shall not be deemed to be exclusive:

(1) *Operation of vehicles.*

a. For purposes of this article,

~~“vehiele~~**Vehicle**” means automobile, motorboat, motorcycle, streetcar, truck, trailer, all-terrain vehicle or any other vehicle equipped with a motor to propel the vehicle and occupants or cargo.

“Plainly audible” means any sound that can be detected by a reasonable person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the title of a song, specific words, or the artist performing the song. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound.

- b. The sounding of any horn or signaling device on any vehicle on any street or public place of the city, except as a danger warning as required by law; the sounding of any such device unnecessarily or for an unreasonable period of time; or use of any horn, whistle or other device operated by engine exhaust.
- c. The use of any vehicle so out of repair, or loaded, or operated to create loud or unnecessary noises (such as, but not limited to, spinning or squealing tires, grating, grinding, rattling, engine braking, engine revving or other noises).
- d. The discharge into the open air of the exhaust of any internal combustion engine, steam engine, stationary engine, or vehicle except through a muffler or other effective noise suppression system in good working order.
- e. Use of a muffler cut out, bypass or similar device on a vehicle.
- f. Use of a compression release brake sometimes called engine braking, or jake braking.
- g. Operating an on-highway motorcycle manufactured after December 31, 1985 not equipped with exhaust muffler bearing the Federal EPA required labeling applicable to the motorcycle’s model year, stating that the exhaust system meets the 80 dBA standard at 50 feet, as set out in the Code of Federal Regulations Title 40, Volume 24, Part 205, Subpart D and Subpart E.
- h. Operating an all-terrain vehicle or off-highway motorcycle manufactured after December 31, 1985 not equipped with exhaust muffler bearing the Federal EPA required labeling applicable to the motorcycle’s model year, stating that the exhaust system meets the 82 dBA standard at 50 feet, as set out in the Code of Federal Regulations Title 40, Volume 24, Part 205, Subpart D and Subpart E.

i. Operating sound equipment connected to or incorporated in a vehicle which is plainly audible or causing vibration more than 30 feet from the vehicle. The fact that the sound is plainly audible at a distance of 30 feet from the vehicle is prima facie evidence of a violation of this chapter.

(2) *Operation of sound equipment.* The use, ~~or~~ operation ~~or permitting to be played, used or operated~~ of any sound equipment, including any radio receiving set, musical instrument, stereo, tape, or disc player, digital device, loud speaker, or any other machine or device for the amplifying, producing, or reproducing of sound, which ÷

a. ~~Is plainly audible between the hours of 9:00 p.m. and 6:00 a.m. at a distance of 50 feet from the building, structure, or place in which the device is located; or~~

b. ~~Is is~~ plainly audible, as defined above, or causing vibration within a building or structure located more than 30-100 feet or more from the vehicle in which the device is located; where the sound is being generated.

c. ~~Is for the purposes of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmission of music to any persons or assemblages of persons;~~

d. ~~Unreasonably disturbs the peace, quiet, or comfort of another person.~~

~~Plainly audible means any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the title of a song, specific words, or the artist performing the song. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound.~~

(3) *Yelling, shouting, etc.* Loud and raucous yelling, shouting, hooting, whistling, or singing on the public streets or property or on private property at any time or place which injures, endangers or disturbs the comfort, repose, health, peace, or safety of persons of ordinary sensibilities in the vicinity.

(4) *Hawkers, peddlers.* The loud and raucous shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of reasonable persons of ordinary sensibility.

(5) *Animals, birds, etc.* The keeping of any animal or bird which, by causing frequent or long continued loud and raucous noise, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of persons of ordinary sensibilities in any office, dwelling, hotel or other type of residence, or of such persons in the vicinity.

(6) *Loading, unloading, opening boxes.* The creation of a loud and raucous or excessive noise in connection with loading and unloading any vehicle or the opening and destruction of bales, boxes, crates, and containers.

(7) *Pile drivers, hammers, etc.* The operation between the hours of 9:00 p.m. and 6:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, or other appliance, the use of which is attended by loud or unusual noise.

(8) *Leaf or grass blowers, lawnmowers and other lawn or landscape maintenance equipment.* The operation between the hours of 9:00 p.m. and 6:00 a.m. of any noise-creating blower, power fan, any internal combustion engine, electric powered trimmer or chain saw the operation of which causes noise due to the explosion of operating gases or fluids, or the spinning of a motor or string or chain, unless the noise from such equipment is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.

(9) *Schools, courts, churches, hospitals.* The creation of any loud and raucous noise on any street or public way adjacent to any school, institution of learning, church or court while such is in use, or adjacent to any hospital, which materially interferes with the workings of such institution or which disturbs, injures or endangers patients in the hospital, ~~provided conspicuous signs are displayed on any such street indicating that the street is a school, hospital or court street.~~

(10) *Construction or repairing of buildings.* The erection including excavation, demolition, alteration or repair of any building other than between the hours of 6:00 a.m. and 9:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector determines that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building or the excavation of streets and highways within the hours of 9:00 p.m. and 6:00 a.m. and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 9:00 p.m. and 6:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

(Code 1971, § 19-14(b); Ord. No. 1456-4-07, 4-17-2007; Ord. No. 1573-5-11, §§ 3—7, 5-17-2011; Ord. No. 1662-3-14, § 3, 3-4-2014; Ord. No. 1934-10-22 , § II, 11-15-2022)

Sec. 34-153. Penalty.

Any person violating any of the sections of this article shall, upon conviction, be fined as provided in section 1-14.

(Code 1971, § 19-14(c); Ord. No. 1934-10-22 , § II, 11-15-2022)

Sec. 34-154. Declaration of nuisance.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle or machinery in violation of any section of this article and which disturbs reasonable persons of ordinary sensibilities or which endangers or injures the comfort, repose, health, safety or peace of such persons shall be deemed and is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

(Code 1971, § 19-14(d); Ord. No. 1934-10-22 , § II, 11-15-2022)

Sec. 34-155. Speech or other communication violations.

(a) If conduct that would otherwise violate this article consists of speech or other communication or of gathering with others to hear or observe such speech or communication or of gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political, or religious questions, the actor must be ordered to move, disperse, or otherwise remedy the violation prior to his arrest if he has not yet intentionally harmed the interest of others.

(b) The order required by this section may be given by a peace officer, a firefighter, a person with authority to control the use of the premises, or any person directly affected by the violation.

(c) It is a defense to prosecution under this section that:

- (1) In circumstances in which this section requires an order, no order was given;
- (2) An order, if given, was manifestly unreasonable in scope; or
- (3) An order, if given, was promptly obeyed.

(Code 1971, § 19-14(e); Ord. No. 1934-10-22 , § II, 11-15-2022)

Sec. 34-156. Presumption.

(a) It is presumed that the property owner or the operator of a business or building in which offending equipment, animal, or device is located is the person who committed the violation, either personally or through an agent or employee. A person uses or operates the equipment, animal, operation or device if the person actually manipulates or operates the device, owns or manages the business or building in which equipment, animal, operation or device is located, or drives the vehicle in which the device is located.

(b) Whenever a vehicle is involved in a violation of any portion of section 34-151 or 34-152 of this chapter, and the identity of the operator of the vehicle is not ascertained, it may be presumed that the registered owner of the vehicle is the person who committed the violation, either personally or through an agent or employee. Proof of ownership may be made by a computer-generated record of registration of the vehicle with the state department of transportation showing the name of the person to whom state licenses were issued. This proof is prima facie evidence of the ownership of the vehicle by the person to whom the certificate of registration was issued.

(c) These presumptions may be rebutted by the affidavit of the property owner-of the building, business owner, or the registered owner of the vehicle, if a vehicle is involved, as to the correct identity of the animal owner or operator of the equipment, device, or vehicle at the time of the violation or by other clear and convincing evidence unless the operator is an

~~employee or child of the owner~~ sufficient to demonstrate the violation was committed by another party.

(Ord. No. 1573-5-11, § 8, 5-17-2011; Ord. No. 1934-10-22 , § II, 11-15-2022)

Sec. 34-157. Affirmative defenses.

It is an affirmative defense to prosecution under this article that the prohibited conduct was done by:

- (1) An employee of a governmental agency engaged in the employee's official duty;
- (2) A ~~person~~ spectator or participant of a lawfully scheduled event at a stadium, sports field, or ballpark ~~during an event~~;
- (3) A ~~spectator or participant person~~ at a ~~parade, festival, street special~~ event, ~~or outdoor music event or other celebration of a political subdivision, school, or bona fide religious organization permitted authorized~~ under chapter 74 of the this Code of Ordinances, unless the conduct involves operation of sound equipment without a permit;
- ~~(3)(4)~~ The operation sound equipment under a permit issued in relation to a special event authorized under chapter 74 of the Code of Ordinances.
- ~~(4)(5)~~ The ~~A person~~ ringing of a bell or other on-site call to religious activity;
- ~~(5)(6)~~ Protests or demonstrations permitted under this Code of Ordinances;
- ~~(67)~~ ~~A person operating an~~ An emergency vehicle or emergency warning siren; or
- ~~(78)~~ ~~A person operating~~ The operation of an audible warning device on a vehicle or train as required by law.

(Ord. No. 1573-5-11, § 8, 5-17-2011; Ord. No. 1629-5-13, § 2, 5-21-2013; Ord. No. 1934-10-22 , § II, 11-15-2022)

SECTION III

CHAPTER 118 — “ZONING”, ARTICLE VII. – “PERFORMANCE STANDARDS”, of the Code of Ordinances of the City of Nacogdoches, Texas, is hereby amended, as set hereafter to include the following:

Sec. 118-504. ~~Noise~~Reserved.

- ~~(a) — *Measurement.* Measurement of noise shall be made at the residential property line with a sound level meter and octave band analyzer meeting the standards prescribed by the American Standards Association.~~
- ~~(b) — *Noise levels at residential property lines.* Standards for noise levels at residential property lines shall be as follows:~~
 - ~~(1) — *Nighttime noise level.* Noise levels shall not exceed 49 dBA at a residential property line between 7:00 p.m. and 7:00 a.m.~~

(2) ~~Daytime noise level.~~ Noise levels shall not exceed 56 dBA at a residential property line.

(3) ~~Octave band standards.~~ Noise in any octave band shall not exceed standards set out in the following chart:

FIGURE 1 NOISE STANDARDS

At no point along the bounding property line of any lot or parcel in a residential district shall the sound pressure level of any operation or activity exceed the decibel limits specified in the octave band groups designated in the following table:

Octave Band Range (cps)	Decibel Band Limit (dB re 0.0002 microbar)
37—75	80
75—150	68
150—300	61
300—600	55
600—1200	51
1200—2400	48
2400—4800	45
4800—9600	43
A scale (for monitoring purposes only)	56

Noise level adjustments:

Nighttime noise—between 7:00 p.m. and 7:00 a.m.—Subtract 7 dB

Impulsive noise—Subtract 7 dB

(Meter reading changes at a rate greater than 10 dB per second)

(1) ~~Higher ambient noise levels.~~ Where ambient noise levels from traffic or multiple sources already exceed the standards, the subject source may not increase that existing noise level.

(2) ~~Public facilities and activities excluded.~~ Public facilities and activities are excluded from this standard. Such activities may include the following:

a. ~~Any activity the city or its agents conduct in pursuit of its usual activities such as trash removal, police and fire protection.~~

b. ~~Any public event which may occur from time to time such as concerts and other events sponsored by a public or nonprofit organization, excluding fraternities and sororities.~~

(Ord. No. 1130, art. VI, § 4, 11-3-1998)

...

Sec. 118-507. VibrationReserved.

~~No use in districts subject to this article shall at any time create earthborne vibration which, when measured at the boundary property line of the source operation, exceed the limits of the following displacement:~~

FIGURE 2 VIBRATION STANDARDS

Frequency (cycles per second)	Displacement (inches)
0—10	0.010
10—20	0.007
20—30	0.005
30—40	0.004
40 and over	0.003

~~(Ord. No. 1130, art. VI, § 7, 11-3-1998)~~

SECTION IV

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 V

Continuation. All provisions of Chapters 34 and 118 of the Code of Ordinances existing prior to the date of passage of this Ordinance remain in full force and effect.

SECTION VI

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

SECTION VII

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

SECTION VIII

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 IX

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.

ATTEST:

CITY OF NACOGDOCHES

Karen Hadnot, City Secretary

BY: _____
Randy Johnson, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jerry Baker, City Attorney

Scott Weems, Chief of Police

PRESENTER: Juan Pollette, City Planner

ITEM/SUBJECT: Public Hearing: Discuss and consider action on Annexation Case ANX2025-01 regarding the voluntary annexation of two (2) parcels of land approximately 3.04 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcels 1000016787 and 81263; and generally located to the north and south of 200 North East Stallings Drive, Nacogdoches, Texas. (City Planner)

SUMMARY/BACKGROUND: The applicant, Regents Academy of Nacogdoches, has submitted a petition for voluntary annexation of two parcels located to the north and south of the existing private school campus located at 200 NE Stallings Drive. The north parcel is intended for the construction of a new school gymnasium, and the south parcel is partially located within the city limits. Annexation of the remaining south portion will align the city limit and zoning boundaries with the property line.

As described by City Code of Ordinances Sec. 118-136 – Zoning upon annexation, newly annexed territory is automatically zoned A- Agriculture. Zoning district changes for annexed property must be considered by Council in a separate action. A corresponding application under Zoning Case ZON2025-12 was submitted by Regents Academy of Nacogdoches seeking a zone change from A- Agriculture to B-2 General Business and will be considered by Council following action on the annexation request.

Annexation Process

This request follows Texas Local Government Code procedures described by Chapter 43, Subchapter C-3 – Annexation of area on request of owners. Key requirements include:

1. Property Location – The subject parcels are located entirely within the City’s Extraterritorial Jurisdiction (ETJ), making them eligible for annexation.
2. Petition for Annexation – The applicant has submitted written consent requesting annexation in compliance with Sec. 43.028, Texas Local Government Code.
3. Service Plan – A municipal service agreement has been prepared to provide for extension of City Services (fire, police, utilities, solid waste, roadway maintenance, etc.) effective upon annexation.
4. Notices to Affected Entities – Written notice of the proposed annexation was provided to all affected public service providers and taxing entities, including the Nacogdoches County Judge, Nacogdoches Independent School District, and applicable utility providers.
5. Public Hearing & Notice – Notice of this hearing was published in the Daily Sentinel, mailed to affected property owners, posted on the City’s website, and published on City social media in accordance with statutory requirements.
6. Ordinance Adoption Timeline – The annexation ordinance must be adopted within 90 days after the date the annexation proceedings are initiated, per Sec. 43.064, Texas Local Government Code.

Public Engagement

- Aug. 22, 2025 – Staff mailed five (5) neighborhood meeting notice postcards to property owners within 500 feet of subject property.
- Sept. 3, 2025 – Staff coordinated a neighborhood meeting at the C.L. Simon Recreation Center on behalf of the applicant to receive input from surrounding property owners. No neighboring property owners attended the meeting.
- Sept. 24, 2025 – Staff mailed five (5) public meeting notice letters to property owners within 500 feet. Staff has not received any letters in opposition or in favor of the request from the neighboring property owners.
- Sept. 28, 2025 – Legal ad published in the Daily Sentinel newspaper.

NOTE: While public notifications of this request were issued in conjunction with notifications of the applicant's zone change request, annexation requests are not subject to Planning and Zoning Commission consideration.

Cost-Benefit

The proposed annexation area is currently undeveloped, and there are no in-city residential properties within the notification area. In most cases, annexation of new properties would allow the city to begin collecting ad valorem property taxes and other revenues from the municipal services provided. However, the proposed parcels are anticipated to expand the existing land uses of Regents Academy of Nacogdoches, a tax-exempt property, resulting in neutral tax revenue benefits to the city. In addition, the cost of extending municipal services has been evaluated from the attached Service Plan. These services can be provided within existing departmental budgets and personnel, resulting in no significant additional expense to the city. Overall, the annexation is expected to have a neutral to positive fiscal impact, with some revenues anticipated from future development of the property, as well as utility services provided by the city.

FINANCIAL:

No financial impact associated with this item

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

CITY CONTACT:

ATTACHMENTS:

1. Area Map
2. Ordinance

ANX2025-01 Aerial Map



0 110 220 330 440 Feet

Date Created: 09/05/25 14:42 | ArcGIS Pro 3.2.2

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ORDINANCE NO. 2064-10-25

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, Chapter 43 of the Texas Local Government Code, and §2a of the Charter of the City of Nacogdoches, Texas, an incorporated home rule city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Nacogdoches, Texas, and the laws of this state have been duly followed with respect to the territory described in Exhibit A.

WHEREAS, the City Council of the City of Nacogdoches, Texas has found it necessary and in the public interest to expand the City limits of the City of Nacogdoches to include the area referred to in this proposed annexation, so that the City will grow in an orderly manner which will protect the health, safety, and welfare of the community, the current and future residents will be provided services and will share a pro rate portion of the taxes levied to construct and maintain those services with all those who utilize them.

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

SECTION I

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

SECTION II

The heretofore described property is hereby annexed to the City of Nacogdoches, Nacogdoches County, Texas, and that the boundary limits of the City of Nacogdoches be and the same are hereby extended to include the above described territory within the city limits of the City of Nacogdoches, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Nacogdoches and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

SECTION III

A municipal service plan for the area is hereby adopted and attached as Exhibit B.

SECTION IV

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

SECTION V

Effective Date. This Ordinance shall become effective immediately upon its final passage, approval, and publication as may be required by governing law.

SECTION VI

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 VII

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, and also with the County Clerk of Nacogdoches, Texas.

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, City Secretary

Jerry Baker, City Attorney

APPROVED AS TO CONTENT:

Michael Neu, Executive Director of
Development and Infrastructure

Exhibit A

Lot 1 of GRACE COVENANT SUBDIVISION, such lot being composed of 1.44 acres and being described and depicted on the Plat of GRACE COVENANT SUBDIVISION recorded on October 26, 2022 by the Office of the County Clerk of Nacogdoches County, Texas, as Document 2022-9169 of the Official Records (Real Property Records) of Nacogdoches County, Texas; and

A portion, approximately 1.60 acres, of a certain tract or parcel of land, being 7.00 acres, more or less, situated partly within the City of Nacogdoches, Nacogdoches County, Texas on the S.M. Orton Survey, A-418, being more particularly described by as follows:

All that certain tract or parcel of land situated partly within the City of Nacogdoches, Nacogdoches County, Texas, on the S.M. Orton Survey, A-418, being part of a 29.684 acre tract described in a conveyance from Travis L. Ballard and wife, Yvonne Ballard to Jason Tucker Chandler, dated January 30, 2004, recorded in Volume 2029, Page 270 of the Official Public Records of Nacogdoches County, Texas (OPR), said 29.684 acre tract including a 4.00 acre tract described in a conveyance from B.J. Holeman and wife, Mildred Holeman to Travis Ballard and James Ray Ballard, dated July 12, 1995, recorded in Volume 923, Page 510 of the Real Property Records of Nacogdoches County, Texas (RPR), and part of a 28.67 acre tract described in a conveyance from Estate of L.O. Brown to Travis L. Ballard and James Ray Ballard, dated September 25, 1995, recorded in 941/141 OPR, and being more particularly described as follows:

BEGINNING at a ½” iron rod found for corner on the east right-of-way of Loop 224 (Northeast Stallings Drive), said beginning 'corner being the northwest corner of the 29.684 acre tract and the southwest corner of Tract 3 of Bobby Lee Subdivision as shown on plat recorded in Volume 7, Page 50 of the Plat Records of Nacogdoches County, Texas;

THENCE N 89°30'09"E, 103.80 feet (call N 89°34'10"E, 103.73 feet in 923/510 OPR) with a north boundary line of the 29.684 acre tract and the south boundary line of Tract 3 of Bobby Lee Subdivision to a ½” iron pipe found for corner;

THENCE S 89°58'43"E (call S 89°57'00"E in 941/141 OPR), 404.36 feet with a north boundary line of the 29.684 acre tract and the south boundary line of Tract 3 of Bobby Lee Subdivision to a ½” iron rod found for corner from which a 20" Red Oak stump, found marked "X", bears West, 13.7 feet, said corner being the northernmost northeast corner of the 29.684 acre tract and the northwest corner of a 3.00 acre tract described in a conveyance from Stephen B. Wilson and Ricci Taylor Wilson to Kevin Runnels and Lynn Runnels, dated January 4, 2002, recorded in 1678/29 OPR;

THENCE S 00°22'45"E, 417.71 feet (call S 00°21'15"E, 417.53 feet in 1678/29 OPR) with an east boundary line of the 29.684 acre tract and the west boundary line of the 3.00 acre tract to a 1" iron pipe found for corner at an interior corner of the 29.684 acre tract and the southwest corner of the 3.00 acre tract;

THENCE S 89°58'57"E, 313.00 feet (call S 89°57'34"E, 313.02 feet in 1678/29 OPR) with a north boundary line of the 29.681 acre tract and the south boundary line of the 3.00 acre tract to a 1" iron rod found for corner from which a 14" Post Oak, found marked "X", bears S 74°W, 5.6 feet, said corner being the easternmost northeast corner of the 29.684 acre tract, the southeast corner of the 3.00 acre tract, and in the, west boundary line of a 100 acre tract described in a conveyance from Federal Land Bank of Houston to H.F. Lee, dated January 29, 1935, recorded in Volume 207, Page 230 of the Deed Records of Nacogdoches County, Texas;

THENCE S 00°22'14"E (call S 00°21'15"E in 941/141 OPR), 224.30 feet with an east boundary line of the 29.684 acre tract and the west boundary line of the 100 acre tract to a ½” iron rod set for corner;

THENCE N 89°58'57"W, 362.97 feet to a ½” iron rod set for corner;

THENCE N 00°22'45"W, 169.31 feet to a ½” iron rod set for corner;

THENCE N 86°50'12"W, 442.55 feet to a ½” iron rod set for corner on the east right-of-way of Loop 224 (Northeast Stallings Drive) in a west boundary line of the 29.684 acre tract;

THENCE with a west boundary line of the 29.684 acre tract and the east right-of-way of Loop 224 (Stallings Drive) as follows:

N 09°14'42"E (call N 09°15'38"E in 923/510 OPR), 76.92 feet to a ½” iron rod found for corner; N 03°43'56"W, 209.04 feet (call N 03°31'35"W, 209.12 feet in 923/510 OPR) to a ½” iron rod found for corner; Northwestwardly, 164.04 feet with a curve to the left having a radius of 1989.86 feet, a central angle of 4°43'25", and a chord of N 06°21'21"W, 164.00 feet (call N 06°27'55"W, 164.44 feet in 923/510 OPR) to the place of BEGINNING, containing within these calls 7.00 acres.

Exhibit B

MUNICIPAL SERVICE PLAN

This Service Agreement is entered into between the City of Nacogdoches and Regents Academy, pursuant to LGC § 43.0672, for the property described in Exhibit A.

FIRE & RESCUE

Existing Services: Nacogdoches Fire Department (NFD) currently responds to the area in a full rescue capacity. Additionally, the NFD currently provides automatic, but limited fire response to this area and all other areas of the City's Extraterritorial Jurisdiction.

Services to be Provided: Fire suppression will be available to the area upon annexation, rescue and first responder medical services will be available to the area upon annexation. Initial NFD response will be provided by Fire Station No. 2, located at 1900 East Main Street. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: Nacogdoches County Sheriff's Department is the law enforcement agency providing service to the area.

Services to be Provided: Currently, the area is under the jurisdiction of the Nacogdoches County Sheriff's Office. However, upon annexation, the City of Nacogdoches Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Nacogdoches.

CODE ENFORCEMENT

Existing Services: None

Services to be Provided: The Code Enforcement Department will provide Code Enforcement Services upon annexation. This includes the investigation of complaints related to high grass, junk vehicles, illegal dumping, unsafe structures, signage, and other violations of City ordinances. The department will issue warnings, citations, or other enforcement actions as needed to ensure compliance with City codes and regulations. Code Enforcement will also coordinate with other departments, such as Police, Fire, Building Inspections, and Planning, in cases where violations overlap in scope.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Nacogdoches Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Nacogdoches Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: Free library use privileges are currently available to anyone residing in this area.

Services to be Provided: No change.

RECREATION

Existing Services: Any member of the community may sign up for and participate in activities with the Recreation Center.

Services to be Provided: No change.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: The Animal Control Department responds to calls in the County at the request of the Sheriff's Office.

Services to be Provided: The Inspection Services and Animal Control Departments will implement the enforcement of the City of Nacogdoches’ animal control, health, and nuisance ordinances and regulations on the effective date of the annexation. Such services can be provided with current Animal Control and Inspections Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

STREET

Existing Services: County and Texas Department of Transportation Street Maintenance

Services to be Provided: Maintenance to dedicated and accepted public street facilities will be provided by the City upon the effective date of the annexation in accordance with standard policy and maintenance agreements with the Texas Department of Transportation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: City will inspect completed construction of drainage facilities required to be built by developer per City Ordinance. Maintenance of facilities will be the responsibility of the property owner.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Nacogdoches will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: None; any requested traffic control devices would be reviewed and approved by TxDOT.

WATER SERVICE

Existing Services: Water main exists on loop and serves development.

Services to be Provided: Future expansion of on-site water lines would be private. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: Sewer main exists on loop and serves development.

Services to be Provided: Future expansion of on-site sewer lines would be private. Extension of service shall comply with City codes and ordinances.

SOLID WASTE SERVICES

Existing Services: Development is currently served.

Services to be Provided: Additional receptacles can be applied for within development. Dumpster locations would need to be enclosed per City standards.

MISCELLANEOUS

All applicable municipal services will be provided to the area in accordance with the City of Nacogdoches’ established policies governing extension of municipal services to newly annexed areas.



PARCELS TO BE ANNEXED – IN BLUE

PRESENTER: Juan Pollette, City Planner

ITEM/SUBJECT: Public Hearing: Discuss and consider action on Zoning Case ZON2025-12 regarding a zone change from A- Agricultural to B-2 General Business district on two (2) parcels of land approximately 3.04 acres $\pm$ in size, more particularly described by Nacogdoches Central Appraisal District Parcels 1000016787 and 81263; and generally located to the north and south of 200 North East Stallings Drive, Nacogdoches, Texas. (City Planner)

OVERVIEW:

The applicant, Regents Academy of Nacogdoches represented by Becky McMorries, is requesting a zoning change from A- Agriculture to B-2 General Business on two parcels located to the north and south of the existing Regents Academy campus. At the time of application, these subject parcels are within the City's extraterritorial jurisdiction (ETJ) and do not have a zoning designation. However, upon annexation, they would initially be zoned A, Agriculture. An annexation request is scheduled to be heard by City Council on October 21, 2025, and approval of this zoning case is contingent upon approval of the annexation request.

The applicant intends to construct a new gymnasium on the north parcel. The south parcel is partially located within the city limits; annexation of the remainder will align the zoning boundary with the property boundary. At this time, there are no development plans for the south parcel. The requested B-2 zoning is consistent with the existing zoning of the Regents Academy campus and surrounding development along North East Stallings Drive, which includes a mix of B-1, Local Business, and B-2, General Business districts. Undeveloped parcels to the east remain outside the city limits.

Adjacent Land Use & Zoning

The subject properties are currently located outside the city limits and undeveloped except for a portion of the north parcel that is developed for parking. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Current Zoning	Land Use
North	Rural Development	Outside City Limits	Commercial
South	Rural Development	Outside City Limits	Undeveloped
East	Rural Development	Outside City Limits	Undeveloped
West	Rural Development	B-2, General Business & B-1, Local Business	Commercial & Church

The subject properties are located adjacent to a commercial zoning area and undeveloped property outside the city limits.

STAFF REVIEW:

As described in the City Code of Ordinances, Section 118-139, the following conditions shall be considered when reviewing an application for zoning change:

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

The proposed B-2, General Business zoning for the subject parcels is compatible with the surrounding land uses and zoning. The existing Regents Academy campus is currently zoned B-2 and fronts North East Stallings Drive. The immediate area along Stallings Drive includes a mixture of B-1, Local Business, and B-2, General Business zoning districts that accommodate institutional and commercial uses.

The proposed zoning would not be injurious to surrounding properties, as it continues the established pattern of business zoning along the loop corridor and aligns with the current use of the site.

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

The requested B-2 General Business zoning will not impede the normal and orderly development of surrounding vacant property. The subject parcels are located along North East Stallings Drive, a major thoroughfare that already supports a mixture of commercial and institutional uses.

Rezoning the parcels to B-2 is consistent with the established development pattern along the corridor and will provide for the expansion of the existing Regents Academy campus.

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

Adequate utilities and supporting infrastructure are available to serve the subject property. A 12-inch water main and a 6-inch sewer main are located adjacent to the site and provide sufficient capacity to support the proposed zoning and intended development. North East Stallings Drive, which fronts the Regents Academy campus and has a 160-foot right-of-way, provides adequate access to the site and is designed to accommodate anticipated traffic volumes.

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

Any future development on the subject properties will be required to meet City standards for driveways and parking, ensuring safe and convenient access. No adverse impacts to the general public or adjacent properties are anticipated as a result of the proposed zoning change.

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

Any future development will be required to comply with all applicable City codes related to nuisance prevention and property maintenance, ensuring compatibility with surrounding uses.

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

Any outdoor lighting associated with future development on the subject parcels will be required to comply with City standards to ensure it is directed downward and away from adjacent properties. This will minimize light spillover and prevent adverse impacts on neighboring uses. Lighting for the proposed gymnasium expansion will not disturb or negatively affect surrounding properties.

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

Landscaping and screening requirements will be addressed at the time of site development to ensure compatibility with adjacent properties. Compliance with these requirements will ensure the proposed zoning is compatible with surrounding development.

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

Future Land Use

Per the 2003 Nacogdoches Comprehensive Plan, the Future Land Use Plan (FLUP) Map designates the subject properties as *Rural Development*. This FLUP category is described as “Sparsely-populated areas with limited development that are still distinct from more urbanized areas. It also includes areas that are gradually transitioning into urban uses and development.” The requested B-2, General Business zoning represents a variation from the Rural Development designation; however, the subject parcels are located along North East Stallings Drive, a major arterial corridor that has developed with a mixture of institutional and commercial uses. The proposed zoning is consistent with the existing development pattern along the corridor and with the current B-2 zoning of the Regents Academy campus. Staff believes the request is compatible with the Comprehensive Plan’s intent to guide transitional areas into appropriate urban uses.

Public Engagement:

- Aug. 22, 2025 – Staff mailed five (5) neighborhood meeting notice postcards to property owners within 500 feet of subject property.
- Sept. 3, 2025 – Staff coordinated a neighborhood meeting at the C.L. Simon Recreation Center on behalf of the applicant to receive input from surrounding property owners. No neighboring property owners attended the meeting.
- Sept. 24, 2025 – Staff mailed five (5) public meeting notice letters to property owners within 500 feet. Staff has not received any letters in opposition or in favor of the request from the neighboring property owners.
- Sept. 28, 2025 – Legal ad published in the Daily Sentinel newspaper.

The Planning and Zoning Commission considered this item on Oct. 13, 2025, and unanimously approved the request (5-0).

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

CITY CONTACT: Juan Pollette, City Planner

ATTACHMENTS:

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Notification Map 200ft
5. Site Photos
6. Ordinance

ZON2025-12 Aerial Map



Legend

- Buildings
- City Limit
- Parcels
- Area of Interest

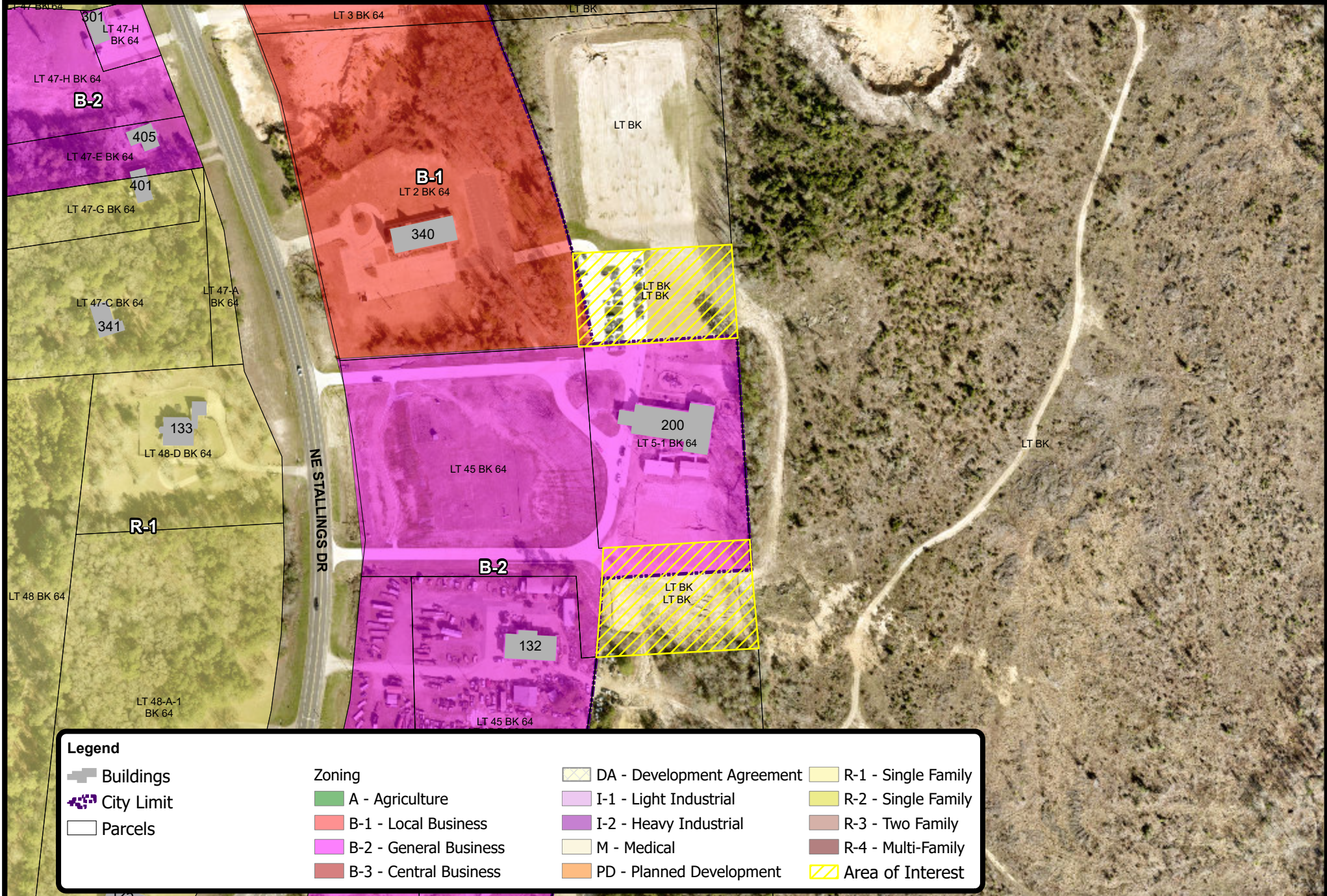


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Date Created: 10/02/25 17:18 | ArcGIS Pro 3.2.2

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ZON2025-12 Zoning Map

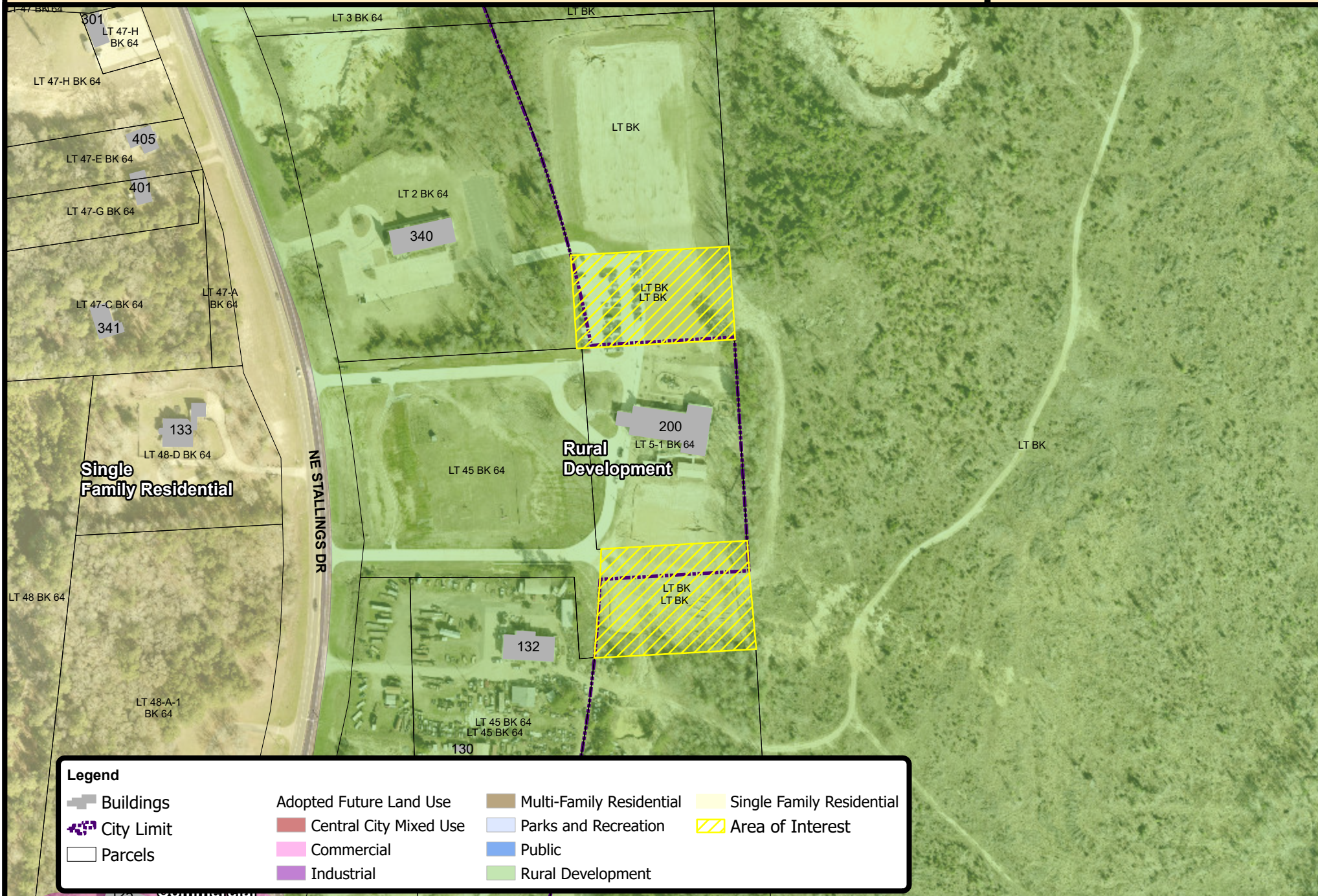


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ZON2025-12 Future Land Use Map

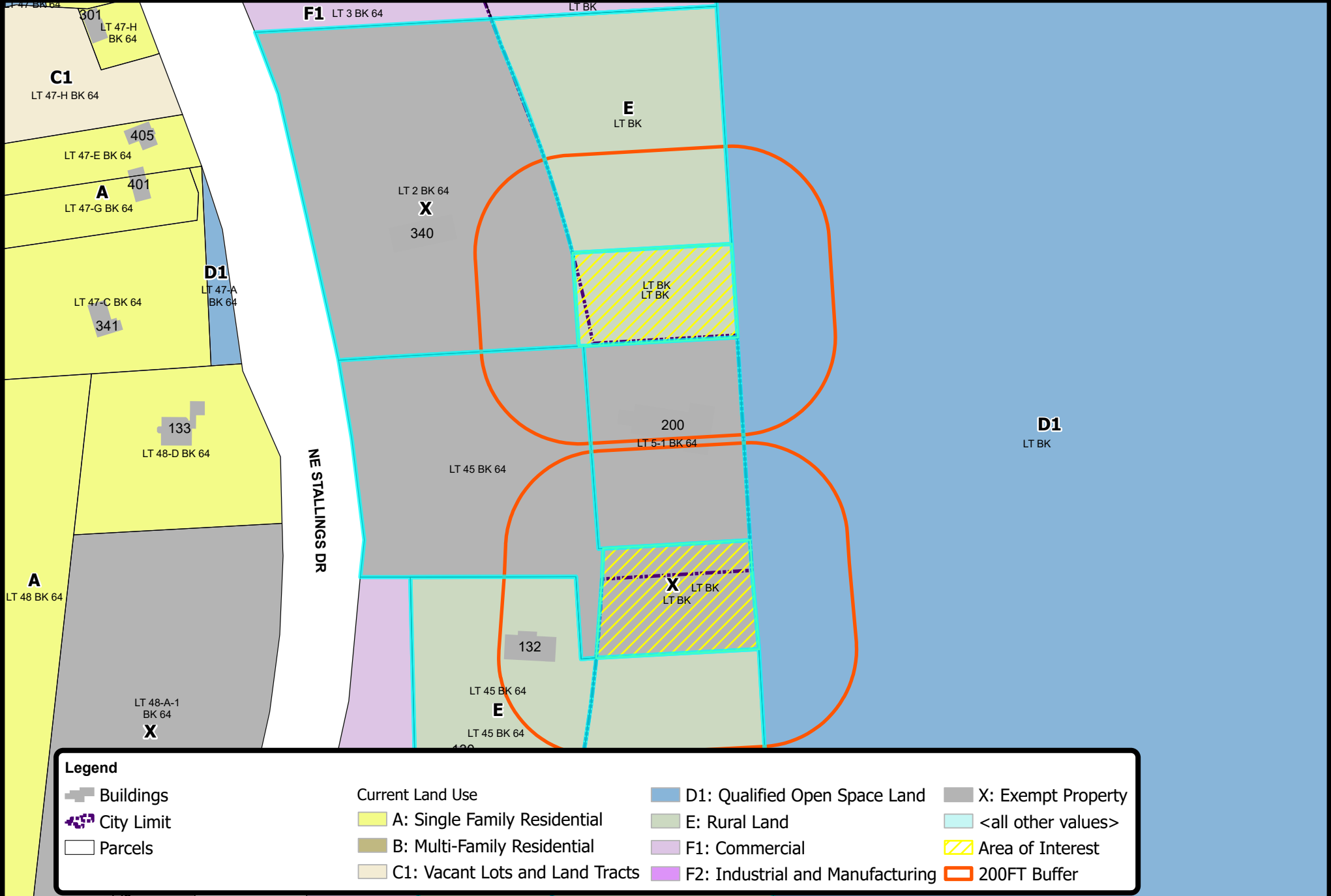


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ZON2025-12 Notification Map



ZON2025-12 Site Photos

Subject property



North parcel



South parcel



ORDINANCE NO. 2065-10-25

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM A, AGRICULTURAL TO B-2, GENERAL BUSINESS DISTRICT FOR TWO (2) PARCELS OF LAND APPROXIMATELY 3.04 ACRES ± IN SIZE, MORE PARTICULARLY DESCRIBED BY NACOGDOCHES CENTRAL APPRAISAL DISTRICT PARCELS 1000016787 & 81263; AND GENERALLY LOCATED NORTH AND SOUTH OF 200 NORTH EAST STALLINGS DRIVE, NACOGDOCHES, TEXAS; CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the properties described above and depicted in “**Exhibit A**” is currently zoned A, Agricultural; and

WHEREAS, the property owner has requested the zoning classification of said properties to be changed to B-2, General Business; and

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

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

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

SECTION I

Findings.

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

SECTION II

Approval of Zoning Change

Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, a change in Zoning Classification from A, Agricultural to B-2, General Business is hereby approved by the City Council.

SECTION III

Repeal

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

SECTION IV

Effective Date

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

SECTION V

Severability

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

SECTION VI

Proper Notice and Open Meetings

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

SECTION VII

Filing

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

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

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

KAREN HADNOT, Interim City Secretary

APPROVED AS TO FORM:

JERRY BAKER, City Attorney

APPROVED AS TO CONTENT:

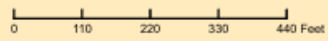
JUAN POLLETTE, City Planner

Exhibit A



Legend

- Buildings
- City Limit
- Parcels
- Area of Interest



Date Created: 10/02/25 17:18 | ArcGIS Pro 3.2.2

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PRESENTER: Juan Pollette, City Planner

ITEM/SUBJECT: Public Hearing: Discuss and consider action on Zoning Case PD2025-02 regarding an amendment to the Kenbrook North Townhouse Subdivision zoned Planned Development, for two (2) parcels of land approximately 0.18 acres $\pm$ in size, for the construction of one (1) single-family residence. The subject property is more particularly described by Nacogdoches Central Appraisal District Parcels 85345 and 85344; and located at 1723 and 1725 Maroney Drive, Nacogdoches, Texas. (City Planner)

OVERVIEW: The owners, Glenda & Dennis Higenbotham, representing GAFD Inc., are requesting an amendment to the Planned Development (PD) zoning district for Kenbrook North Townhouse Addition to allow for construction of a single-family residence in lieu of townhouse units. In 1978, a portion of the Kenbrook North Subdivision was rezoned from R-1 to PD, now called Kenbrook North Townhouse Addition, to allow for townhouse development. The current owners re-platted from nine (9) to (8) lots and began construction of the townhouse units in October 2021.

This amendment would permit the development of one (1) single-family dwelling by combining two (2) lots, approximately 0.18 acres, into a single lot for the new home. The subject lots represent the last remaining undeveloped lots within the PD and, if approved, will be replatted into a single lot to accommodate the proposed residence. The home proposed with this amendment request will be a single-story, three-bedroom residence, and approximately 1,800 square feet. It will follow the same building setbacks and be designed to blend in with the existing townhouse units, ensuring compatibility with the surrounding residential neighborhood.

Adjacent Land Use & Zoning

The subject properties are zoned PD, Planned Development and are currently undeveloped. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Current Zoning	Land Use
South (Across Maroney Dr.)	Single Family Residential	R-1, Single Family	Residential
East	Single Family Residential	PD, Planned Development	Residential
West	Single Family Residential	PD, Planned Development	Residential
North	Single Family Residential	R-1, Single Family	Residential

The subject properties are located within a PD zoning district originally approved for townhomes, with existing townhomes to the east and west. The surrounding zoning and land uses

are single-family residential, and there are no undeveloped lots remaining in the immediate area.

STAFF REVIEW:

Per Section 118.139 of the Nacogdoches Zoning Ordinance, the following conditions shall be considered when reviewing an application for PD amendments:

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

The proposed amendment would allow the development of a detached single-family residence in place of the last remaining townhouse units within the Kenbrook North Townhouse Addition PD. The surrounding area is fully developed with single-family residential uses and no undeveloped lots remain. A single-family dwelling is consistent with the character of the neighborhood and is not anticipated to be injurious to adjacent properties or diminish property values.

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

The subject properties are located within a fully developed residential subdivision, and no vacant lots remain in the immediate vicinity. Allowing the construction of a single-family residence in place of the planned townhouse units will complete the build-out of the subdivision and will not impede the normal or orderly development of surrounding properties.

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

The properties have direct access to Maroney Drive, a designated collector roadway with a 60-foot right-of-way. Public utilities are available, including an 8-inch water main and a 6-inch sanitary sewer main located along Maroney Drive. Adequate facilities and services exist to serve the proposed residence.

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

The proposed single-family residence will provide off-street parking consistent with the requirements for detached dwellings. Driveway access will be taken from Maroney Drive, similar to the existing townhomes in the subdivision. The design and location of the driveway and parking spaces are expected to provide safe and convenient access without adversely affecting traffic flow or adjacent properties.

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

The proposed use as a single-family residence is not expected to generate offensive odors, fumes, dust, noise, or vibration. No additional nuisance-prevention measures are anticipated to be necessary beyond compliance with existing City codes and ordinances.

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

Any exterior lighting associated with the proposed residence will be typical of single-family development and is expected to be residential in scale. Lighting will be directed downward or shielded to avoid disturbing or adversely affecting neighboring properties.

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

The City of Nacogdoches does not currently require specific landscaping or screening standards for single-family residential development.

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

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

The request to replace the last remaining townhouse units with a detached single-family residence aligns with this designation and supports the long-term vision for the neighborhood.

Staff believes the FLUP designation of the property is consistent with the proposed amendment, and the request is in compliance with the Comprehensive Plan.

PUBLIC ENGAGEMENT:

- September 6, 2025 – Staff mailed out fifty-six (56) neighborhood meeting notice postcards to property owners within 500 feet of the subject property.
- September 17, 2025 - Staff coordinated a neighborhood meeting at the City Council Chambers on behalf of the applicant to receive input from surrounding property owners. Six (6) neighboring residents attended the meeting with general questions about the proposed development. All the attendees were in support of the request.
- September 24, 2025 - Staff mailed twenty-seven (27) public meeting notice letters to property owners within 200 feet and twenty-nine (29) notice postcards to property owners within 200-500 feet. Staff has not received any letters in opposition or in favor of the request from the neighboring residents.
- September 28, 2025 – Legal ad published in the Daily Sentinel newspaper.

The Planning and Zoning Commission considered this item on October 13, 2025, and unanimously (5-0) approved the request.

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

CITY CONTACT: Juan Pollette, City Planner

ATTACHMENTS:

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Notification Map 200ft
5. Site Plan
6. Front Elevation/Floorplan Exhibit
7. Site Photos

8. Ordinance

PD2025-02 Aerial Map

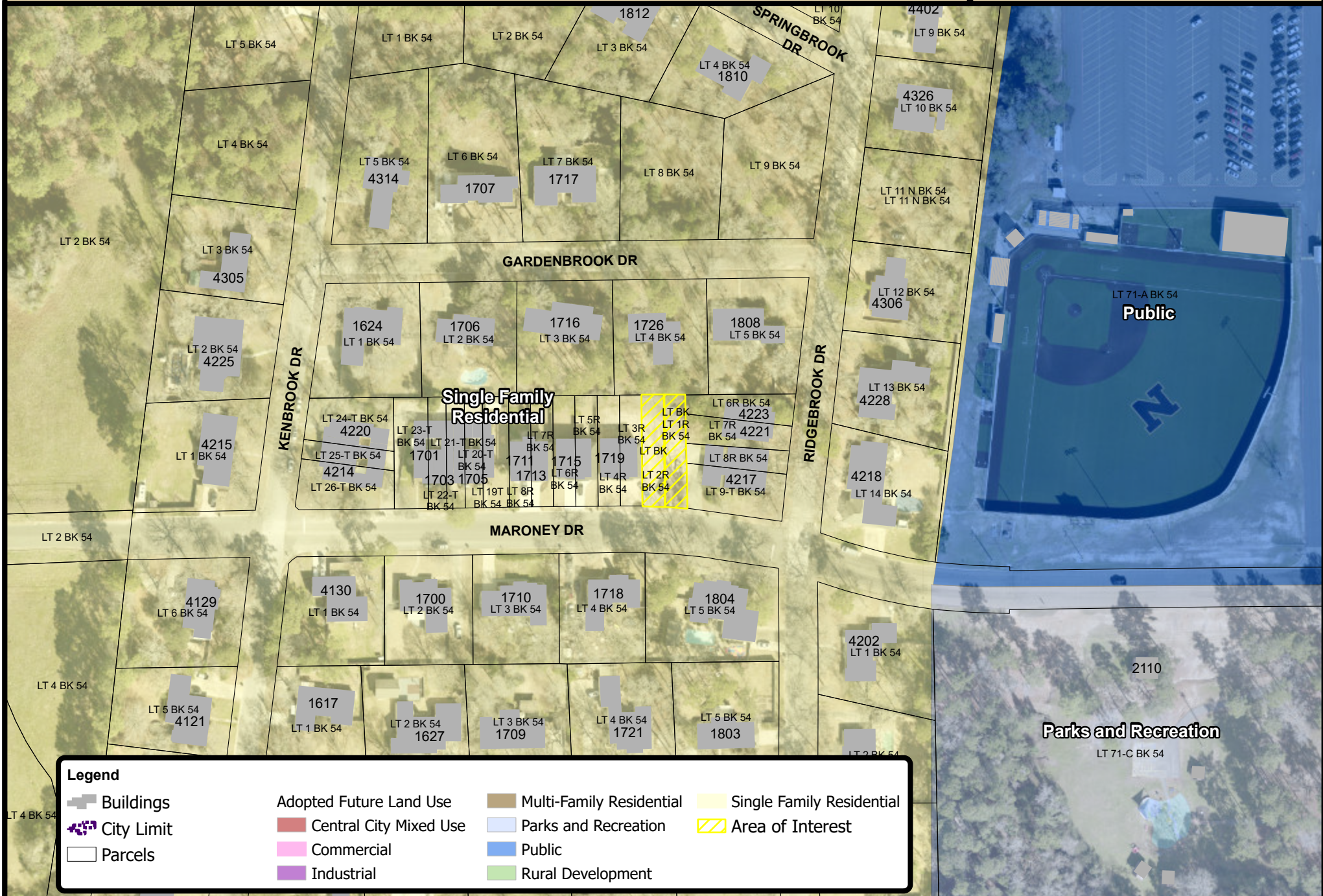


Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

PD2025-02 Zoning Map



PD2025-02 Future Land Use Map

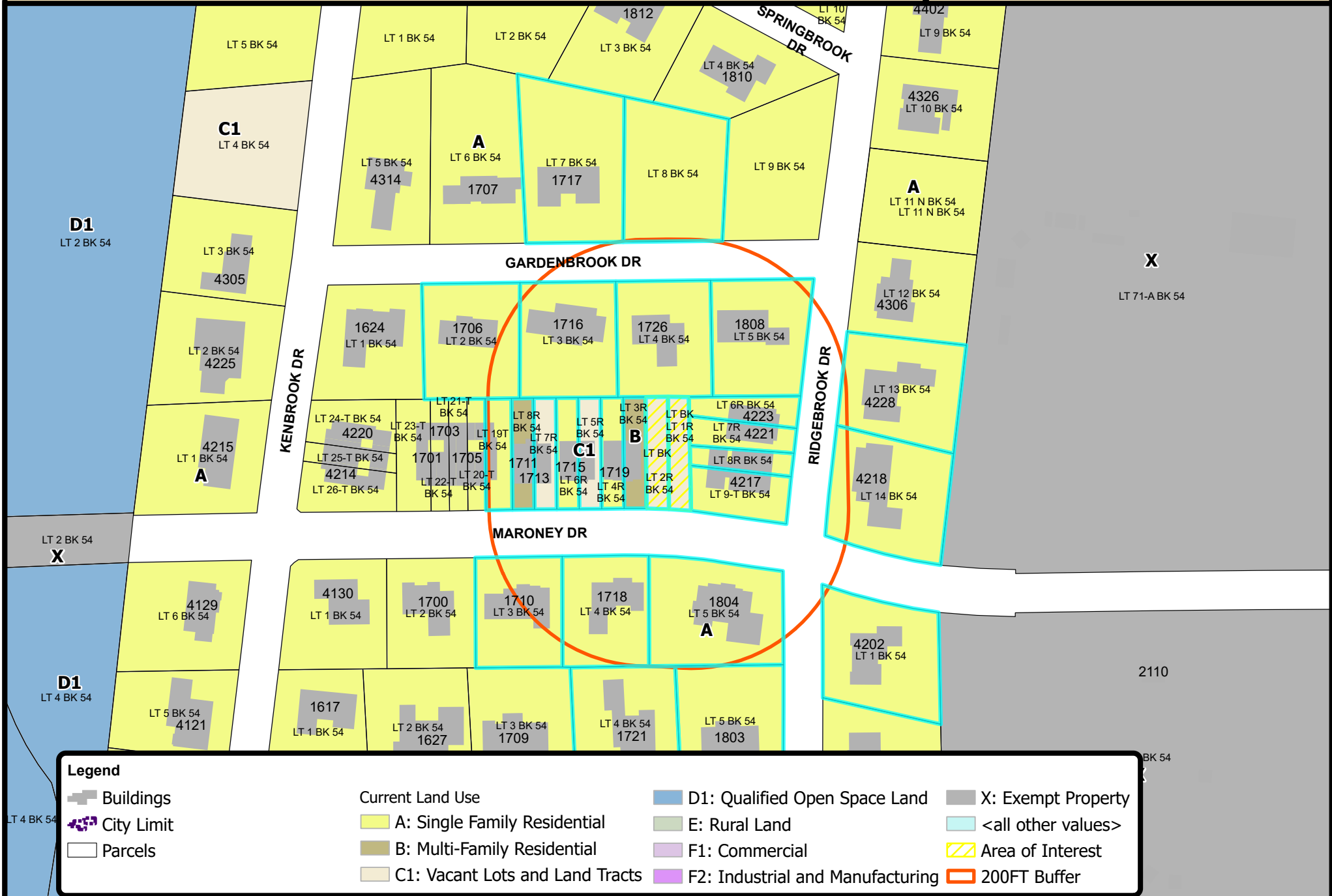


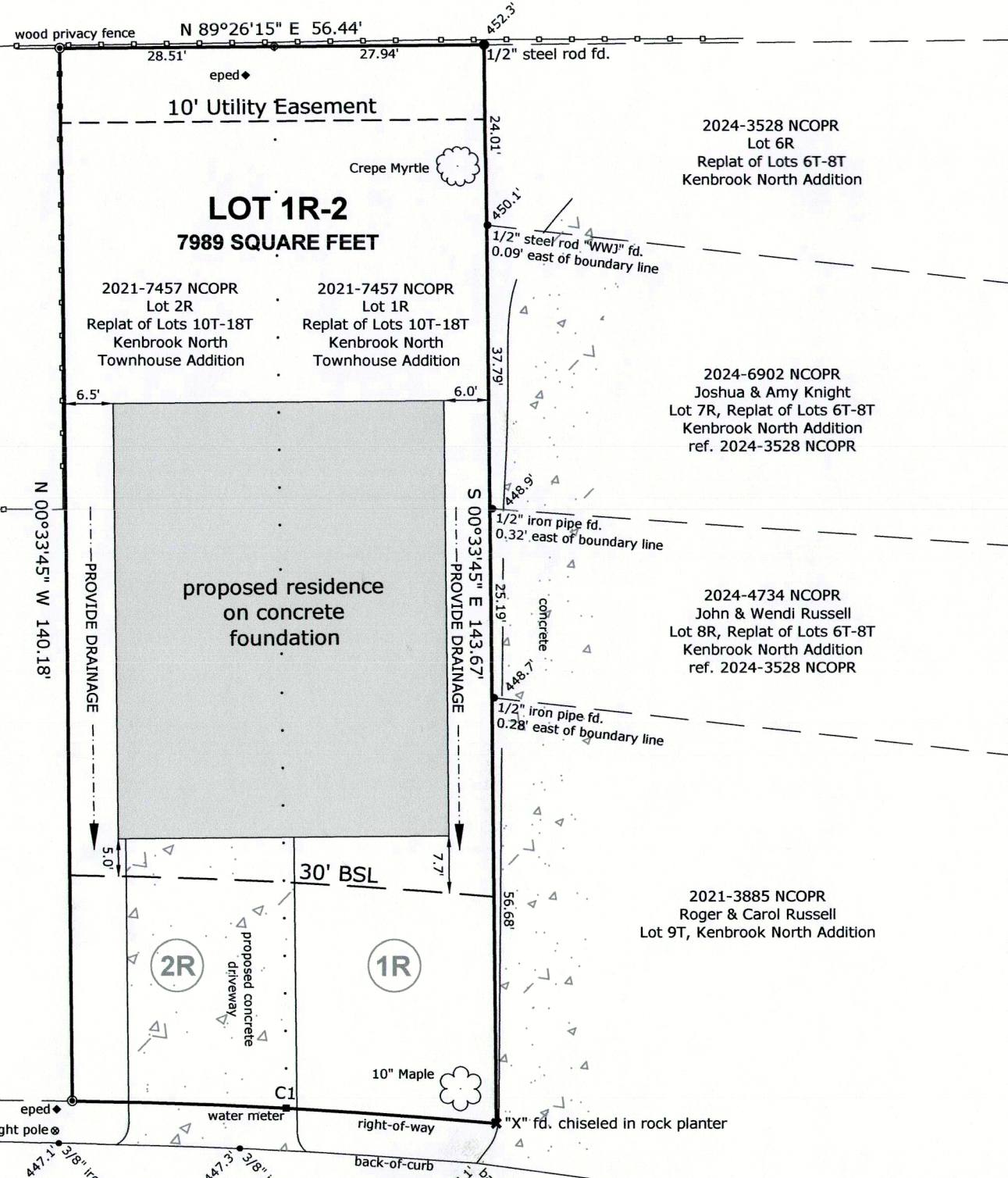
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Date Created: 10/02/25 17:29 | ArcGIS Pro 3.2.2

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PD2025-02 Notification Map



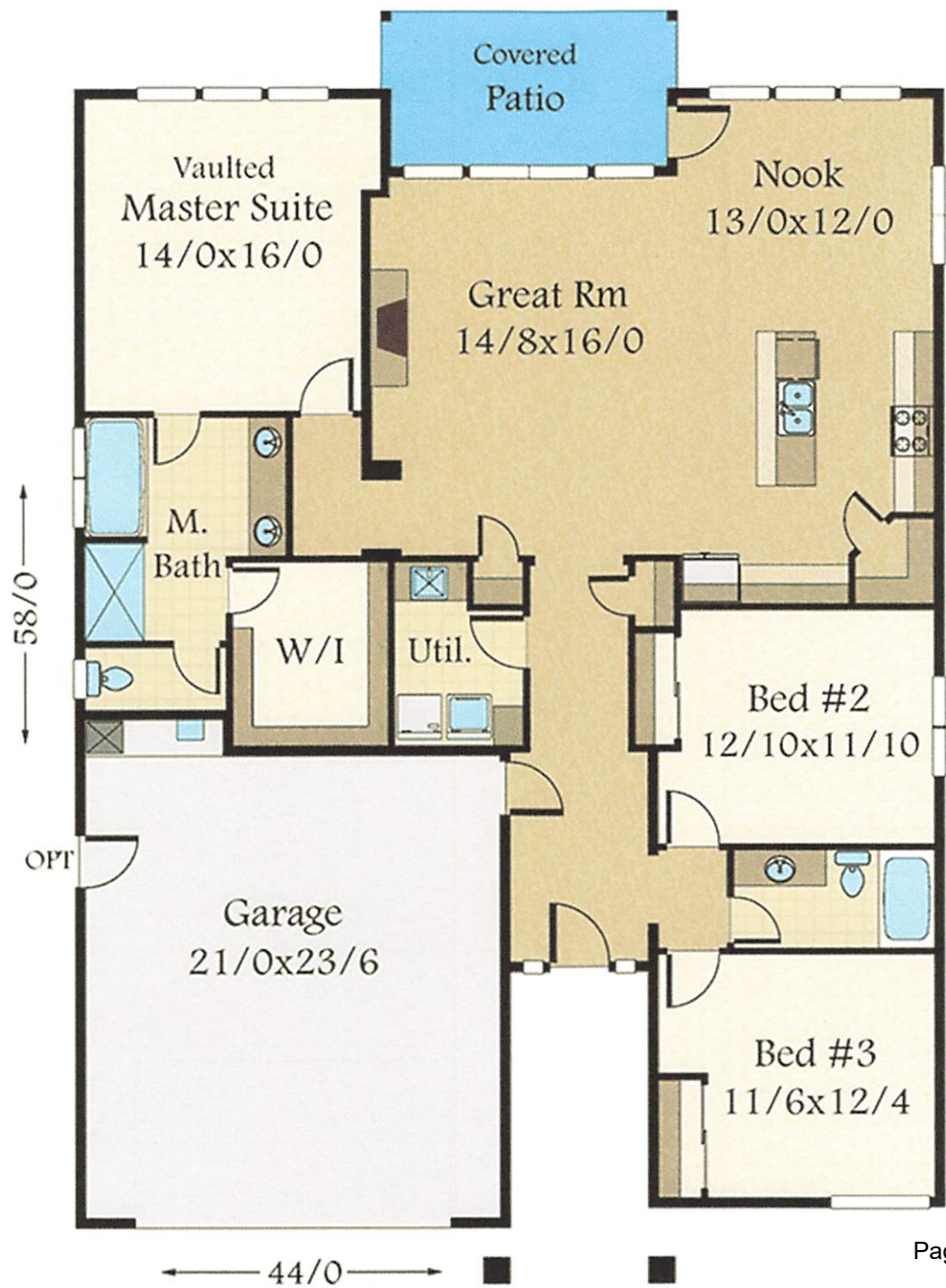


SITE PLAN FOR
LOT 1R - 2
KENBROOK NORTH TOWNHOUSE ADDITION
BEING A REPLAT OF LOTS 1R & 2R
KENBROOK NORTH TOWNHOUSE ADDITION
CITY BLOCK 54
CITY OF NACOGDOCHES
NACOGDOCHES COUNTY, TEXAS

- Plat of Lots 1R-8R Kenbrook North Townhouse Addition recorded in 2021-7457 NCOPR.

- Plat of Kenbrook North Townhouse Addition recorded in 3/45 NCPR.





PD2025-02 Site Photos

Subject property



ORDINANCE NO. 2066-10-25

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE TERMS OF A PLANNED DEVELOPMENT DISTRICT WITHIN THE CITY OF NACOGDOCHES ON TWO (2) PARCELS OF LAND APPROXIMATELY 0.18 ACRES ± IN SIZE, MORE PARTICULARLY DESCRIBED BY NACOGDOCHES CENTRAL APPRAISAL DISTRICT AS PARCELS 85345 & 85344; AND LOCATED AT 1723 & 1725 MARONEY DRIVE, NACOGDOCHES TEXAS. CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Zoning Ordinance of the City of Nacogdoches provides for Planned Development Districts; and

WHEREAS, the property described above and depicted in “Exhibit A” is currently zoned PD, Planned Development; and

WHEREAS, the area in original Development Plan depicted in “Exhibit B” for the property included a condition that the property be developed for Townhomes; and

WHEREAS, the property owner has requested a change to the terms and conditions of the Development Plan to allow for one (1) single-family structure to be developed on the property as shown in “Exhibit B”; and

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

WHEREAS, the City Council now deems it appropriate to grant such requested change to the terms and conditions of the Development Plan.

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

SECTION I

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

SECTION II

Approval of Concept Plan. Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, a change in the terms and conditions of the Development Plan for the Planned Development District is hereby approved by the City Council.

SECTION III

Standards. A single-family structure, as shown in “Exhibit B”, shall be permitted in accordance with the Development Plan.

SECTION IV

Repeal. This Ordinance shall in no manner repeal, amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting change in the uses permitted in and the requirements for development of the Planned Development District as herein provided.

SECTION V

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

SECTION VI

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

SECTION VII

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

SECTION VIII

Filing. The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City of Nacogdoches, Texas.

PASSED AND APPROVED, this the _____ day of _____, 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, City Secretary

Jerry Baker, City Attorney

APPROVED AS TO CONTENT:

Juan Pollette, City Planner

Exhibit A

1723 and 1725 Maroney Drive

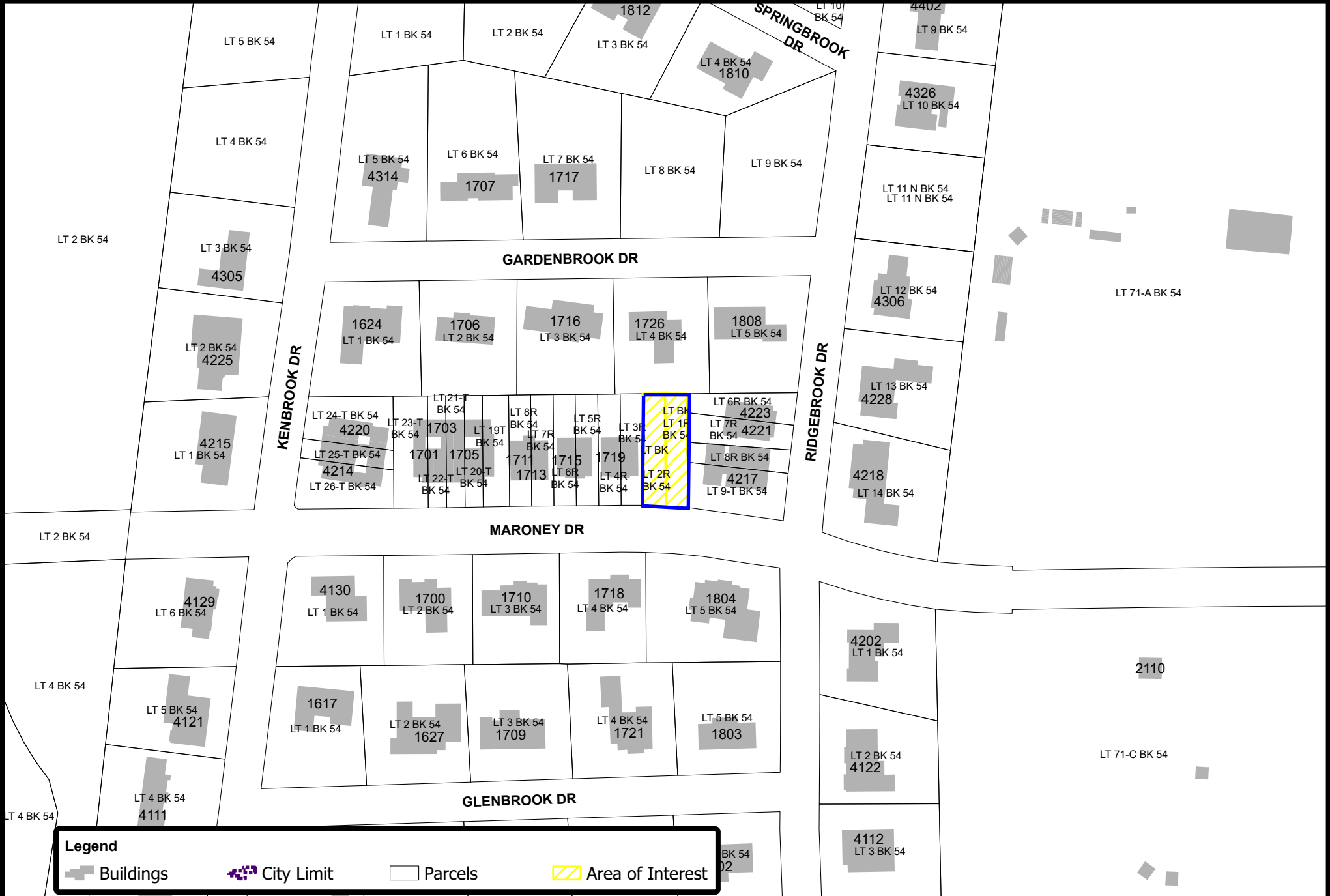
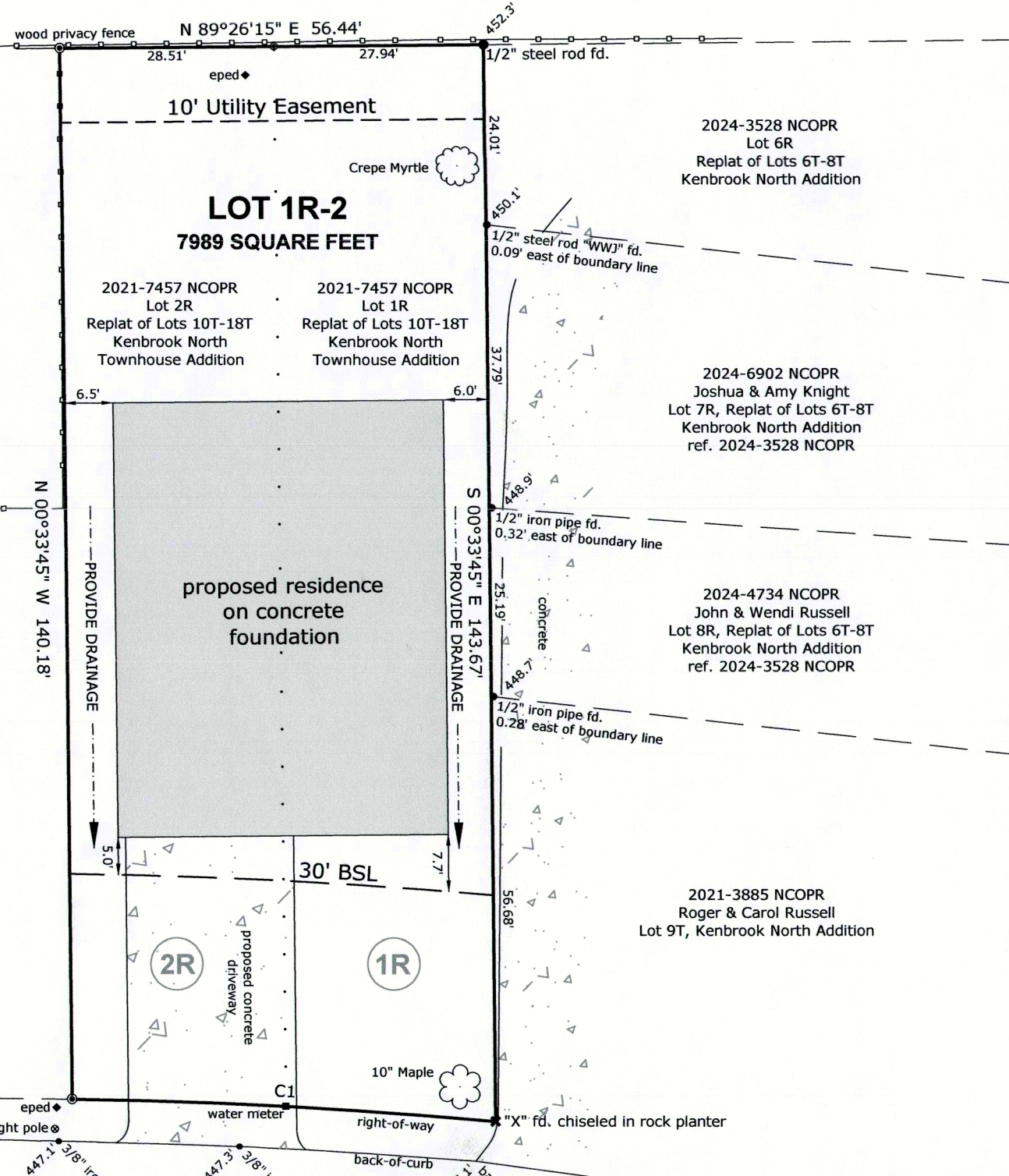


Exhibit B



SITE PLAN FOR
LOT 1R - 2
KENBROOK NORTH TOWNHOUSE ADDITION
BEING A REPLAT OF LOTS 1R & 2R
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CITY BLOCK 54
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