



City Council
November 18, 2025

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

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

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

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.
4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approving the minutes from the November 4, 2025, Regular City Council Meeting. (City Secretary)
 - B. Consider budget for the 2026 Historic Restoration Grant (HRG) cycle. (Community Services Director)
 - C. Consider approval of a contract by and between the City of Nacogdoches and Schaumburg & Polk, Inc. for professional engineering services for the Raguet Street Sewer Line Replacement Project, in the total amount of \$130,745.00 (Director of Public Works/City Engineer).
 - D. Consider a resolution approving submission of an application for a grant of armoring

the City of Nacogdoches Police vehicles. (Chief Weems)

- E. Recommendation to approve an application for participation in the Local Government Investment Cooperative (LOGIC), to provide the local government with an additional investment option focused on safety and liquidity. (Assistant Director of Finance)
 - F. Recommendation to approve an application for participation in Texas Cooperative Liquid Assets Securities System Trust (TexasCLASS), enhancing the government's investment options in line with safety and liquidity priorities. (Assistant Director of Finance)
 - G. Consider approval of purchase of two (2) Ford F-150 Trucks and one (1) F-250 Truck from Tipton Ford, utilizing TIPS Cooperative Purchasing Contract #230204, in the total amount of \$160,628.00 (Director of Public Works/City Engineer).
6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
- A. Receive a presentation from the Mid-America Baseball League concerning the Nacogdoches team name competition and results. (Community Services Director)
 - B. CVB Annual Report and Marketing Plan. (Convention & Visitors Bureau Director)
 - C. Consider approval of Resolution 1401-11-25 regarding acceptance of the 2025 Airport Layout Plan for the A.L. Mangham Jr. Regional Airport; and authorize the City Manager to execute any and all necessary documents. (Airport Manager)
 - D. **Public Hearing:** Discuss and consider action on Zoning Case ZON2025-13 regarding a zone change from A, Agriculture to B-1, Local Business, on a portion of two (2) tracts of land approximately 4.31 acres $\pm$ in size, more particularly described by Nacogdoches Central Appraisal District Parcel 24725, being Lots 44-D and 44-F, City Block 54; and generally located northwest of the intersection of Park Street and N.E. Stallings Drive, Nacogdoches, Texas. (City Planner)
 - E. **Public Hearing:** Discuss and consider action on Specific Use Permit Case SUP2025-05 regarding a Specific Use Permit request for the expansion of an existing Mini Warehouse Storage facility in a B-2, General Business district on one (1) parcel of land approximately 2.35 acres $\pm$ in size, more particularly described by Nacogdoches Central Appraisal District Parcel 82326; and located at 5210 S.E. Stallings Drive, Nacogdoches, Texas. (City Planner)
 - F. **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)

- G. Consider approval of an Ordinance of the City of Nacogdoches, Texas, Amending Chapter 94—"Taxation", Article IV—"Hotel Occupancy Tax", Division 1—"Generally" and Division 2—"Assessment and Collection", 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)

7. 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 November 12, 2025, by 5:00pm pursuant to Chapter 551 of the Texas Government Code.

Karen Hadnot, City Secretary



Regular Session
Nacogdoches City Council
November 4, 2025 – 5:30 p.m.
Council Chambers
202 E. Pilar, Nacogdoches, TX

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

1. Called to order at 5:30 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 Chad Huckaby made a motion to approve Consent Agenda Items. Councilman Brad Maule seconded the motion, which was unanimously approved.

6. **REGULAR AGENDA:**

Mayor Johnson called the next item on the Regular Agenda.

6A. Consider approval of Resolution 1399-11-25 regarding appointment to the Pineywoods Groundwater Conservation District Board of Directors.

Michael Neu, the Executive Director of Development and Infrastructure, presented the request for a reappointment to the Pineywoods Groundwater Conservation District. He explained that the City of Nacogdoches is allowed to appoint one member to the seven-member board, with each member serving a three-year term. Neu emphasized that the Pineywoods groundwater district encompasses both Nacogdoches and Angelina Counties and is a diverse board representing various entities. He noted that a list of current directors is included in the agenda and mentioned that the new appointee will begin their term in January 2026.

Mayor Randy Johnson then made a motion to appoint David Shofner to the Pineywoods Groundwater Conservation District Board of Directors. Council Member Brad Maule seconded the motion, and it was approved unanimously.

7. **ADJOURN:** 5:33p.m.

A full recording of the Regular City Council Meeting for November 4, 2025, may be viewed here: [Regular City Council Meeting – 20251104](#)

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Karen Hadnot, City Secretary



City Council Meeting

Date: November 18, 2025

Agenda Item: 5.B.

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Consider budget for the 2026 Historic Restoration Grant (HRG) cycle.
(Community Services Director)

SUMMARY/BACKGROUND: Historic Restoration Grants have been awarded by the Historic Landmark Preservation Committee since 1989. The grants are designed to aid with the exterior preservation of historic structures in Nacogdoches and are available to those with properties inside a designated historic district or those with properties that are individually designated as historic. To date, the City has awarded over \$799,000 in Historic Restoration Grants supporting over \$5 million in preservation projects.

For the 2026 grant cycle, six applications were received for projects totaling \$155,102.50. The City has \$25,000 in available funds to award to applicants this year. The Historic Landmark Preservation Committee met on Monday, November 3rd and approved the 2026 HRG budget as presented. It is now being brought to City Council for final approval.

FINANCIAL:

Item is budgeted:

Account No.: 16.48.630.70

Account Name: *Historic Restoration Grant Fund*

Amount: \$25,000

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

CITY CONTACT: Jessica Sowell, Community Services Director
sowellj@nactx.us
936-559-2935

ATTACHMENTS: 1. HRG Budget - 2026

Admin/HLPC	HRG #	COA #	Project #	Use	Project Address	Project Estimate	% Awarded	Amount Granted	Project Description
Admin	2026-001	2025-020		Comm...	111 N. Pecan Street	\$50,750.00	16.00%	8,120.00	Repair rotted boards, repair elevator, repair/paint shutters
HLPC	2026-002	2025-021		Comm...	418 East Main Street	\$27,062.50	16.00%	4,330.00	Restore the front facade - remove awning, restore transom windows, new french doors and trim
Admin	2026-003	2025-022		Comm...	208 West Pilar Street	\$17,310.00	16.00%	2,769.60	Paint existing painted brick (same color)and waterproofing
Admin	2026-004	2025-023		Reside...	614 North Mound Street	\$13,580.00	16.00%	2,172.80	Replace and paint rotten trim, paint all trim
HLPC	2026-005	2025-024		Reside...	629 Logansport Street	\$16,000.00	16.00%	2,560.00	Install new concrete circle driveway
Admin	2026-006	2025-025		Reside...	605 Price Street	\$30,400.00	16.00%	4,864.00	Replace roof and fascia repairs
					Project Total	\$155,102.50	Amount Granted	\$24,816.40	
					Average	\$25,850.42	Remainder	\$183.60	

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Schaumburg & Polk, Inc. for professional engineering services for the Raguet Street Sewer Line Replacement Project, in the total amount of \$130,745.00 (Director of Public Works/City Engineer).

SUMMARY/BACKGROUND: City staff have identified a failing 8" sewer main on Raguet Street which is in need of replacement. The section in need of replacement is approximately 2,220 feet long between Burrows Street and Lakewood Street. Schaumburg & Polk (SPI) has given the City a proposal for design services related to this project which would include design surveying, preliminary and final design and bidding and construction phase services for improvements.

Fee breakdown for their services are as follows:

Design Survey	\$ 6,400.00
Engineering Design	\$ 73,600.00
Bidding Phase Services	\$ 7,065.00
Construction Phase Services	\$ 43,680.00 (Hourly)
Total	\$ 130,745.00

Budget is available for this contract in the current FY25-26 CIP.

FINANCIAL:

Item is budgeted:

Account No.: 30.39 680.97

Account Name: *Wastewater Treatment - CIP*

Amount: \$ 130,745.00

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

Infrastructure

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

ATTACHMENTS: 1. Contract

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

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

**ARTICLE I
Scope of Services**

- 1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit A**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **2026 Raguet Street Sewer Line Replacement Project** (the “Project”).

**ARTICLE II
Payment**

- 2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **One Hundred Thirty Thousand Seven Hundred Forty-Five and 00/100 Dollars (\$ 130,745.00)**.

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

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

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

ARTICLE IV

Conceptual Design

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

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

ARTICLE V

Preliminary Design

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

ARTICLE VI

Final Design

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

ARTICLE VII

Bid Preparations & Evaluation

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

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

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

ARTICLE VIII

Construction Administration

- 8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction or warranty period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.
- 8.02 The Consultant shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.
- 8.03 Resident Project Representative (RPR): The Consultant shall provide the services of an RPR to support more frequent and extensive observations of the contractor's work. The presence of the RPR will not diminish the responsibilities of the Consultant's design professionals to provide site visits to monitor the progress of the project. Duties and responsibilities of the RPR include:
- a. The RPR will generally deal directly with the contractor and report to the Consultant, who in turn will report to the City. The RPR works under the direction of the Consultant. The RPR may communicate directly with the City, but only with the knowledge of the Consultant.
 - b. The RPR will not normally direct the work of the contractor but shall observe its compliance with the plans and specifications and report such directly to the Consultant. The RPR can communicate any concerns directly to the contractor, but all observed conditions will always be given to the Consultant as well.
 - c. If the RPR observes unsafe conditions, or other potentially hazardous conditions that might risk life and safety to anyone, he/she will immediately report such to the

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

- d. The RPR shall, on behalf of the Consultant, make and keep as-built drawings in the field to record any variances from the original designs shown in plans and specifications.
 - e. The RPR shall keep and maintain inspection reports for each day he/she is present on the project site. These reports shall be made available to the City at the end of the project. The daily reports shall include times of observations, activities observed, materials used or delivered to the job, problems encountered and solutions or adjustments made in the field.
 - f. The RPR shall review pay estimates from the contractor, on behalf of the Consultant, to verify the quantity and quality of work requested for payment. At no time will the RPR approve pay estimates, contract addendums, modifications, or change orders involving changes in the contract price.
 - g. The RPR shall be present to observe and witness all testing of on-site equipment and installed materials under the direction of the Consultant.
- 8.04 The Consultant shall keep the City informed of the progress and quality of the work through periodic project meetings and written monthly status reports. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.
- 8.05 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.
- 8.06 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.
- 8.07 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall,

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

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

ARTICLE IX

Change Orders & Documents & Materials

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

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

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

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

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

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

ARTICLE X

Warranty, Indemnification & Release

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

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

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

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

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

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

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

ARTICLE XI Insurance

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

ARTICLE XII Use of Drawings, Specifications and Other Documents

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

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

ARTICLE XIII

Termination

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

ARTICLE XIV

Miscellaneous Terms

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

- 14.03 The Consultant shall retain all such records for a period of four (4) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
- 14.04 Consultant hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, Business and Commerce Code Ann., Section 15.01, et seq.
- 14.05 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:
- City of Nacogdoches
Attn: City Manager
202 East Pilar Street
P.O. Box 635030
Nacogdoches, Texas 75961
- Consultant:
Schaumburg & Polk, Inc.
320 S. Broadway, Suite 200
Tyler, Texas 75702
- 14.06 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14.07 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 14.08 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.
- 14.09 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 14.10 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Nacogdoches, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

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

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

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

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

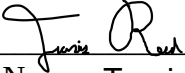
14.12 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

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

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

SCHAUMBURG & POLK, INC.

320 S. Broadway, Suite 200
Tyler, Texas 75702

By: 
Printed Name: Travis Reed
Title: Vice President
Date: 11/6/2025
Firm Registration No.: F-000520

CITY OF NACOGDOCHES

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

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

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

Exhibit A
Scope of Services

**City of Nacogdoches
Raguet Sewer Line Replacement
Specific Scope of Work
October 24, 2025**

Items of work specified below shall be included as Exhibit A to the EJCDC Form of Agreement between Owner and Engineer for Professional Services.

This project is a sewerline replacement project based on pipe condition that generally includes the replacement of the 8" sewer line beneath Raguet Street with pipe bursting totaling approximately 2,220 LF. Engineering services include design, bidding, and construction.

BASIC SERVICES

1. Preliminary Design

- A. Field data collection for design, including any needed topographic survey of selected sites and areas of upgrade.
- B. Coordinate with the Owner to determine needs for the project.
- C. Utility locations and coordination with franchise utilities.
- D. Schematic design of upgrades
- E. Prepare updated preliminary cost opinions and review with City.
- F. Geotechnical borings are not anticipated and are excluded from this Scope of Work.

2. Final Design

- A. Prepare final signed and sealed plans and specifications for upgrades and rehabilitation.
- B. Include consideration of alternate bids as recommended by Engineer or requested by City.
- C. Review final plans and specifications with City and revise as necessary to address any comments or questions.
- D. Submit final plans and specs to TxDOT, TCEQ and any other required regulatory review, and respond to questions or comments. Not anticipated for this project.
- E. Prepare a final updated preliminary cost opinions and review with City.

3. Bidding

- A. Provide contract documents and assist City in bidding project.
- B. Advertise in on-line planrooms
- C. Print and distribute Plans and Specs to responsive contractors.
- D. Conduct bid opening, evaluate and tabulate bids, and recommend award to City.

4. Construction Phase

- A. Conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- B. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including Progress Schedule, Schedule of Submittals, and Schedule of Values.
- C. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- D. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress and quality of the Contractor's executed Work. The Scope of Work is based on 8 hours per week for 12 weeks.
- E. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
- F. Recommend and prepare Change Orders and Work Change Directives to Owner, as appropriate.
- G. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
- H. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- I. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
- J. Process pay applications from Contractor.
- K. In company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- L. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- M. Engineer shall assemble and provide a final set of as-built drawings based on Contractors field plan set, Engineer's working plan set, and the Resident Representatives field set of plans. These plans will be provided to the Owner in both paper and digital format.

PROJECT DELIVERABLES

- 1. 60% Design Phase Plans, Specifications, Budgets
- 2. Final Signed and Sealed Plans and Specifications.
- 3. Contract Documents – Recommendation of Award
- 4. Construction Record Drawings – including digital files.

RESPONSIBILITIES OF OWNER

- 1. The Owner is responsible for any and all fees required for any permits.

END OF 2-PAGE SPECIFIC SCOPE OF WORK

Exhibit B
Payment Terms and Schedule

Compensation for services shall be as outlined below:

Schedule of Payment for each phase:

Topographic Design Survey	\$ 6,400
Engineering Design	\$ 73,600
Bid Phase Services	\$ 7,065
Construction Admin Services	\$ 43,680 (Hourly)
Total	\$ 130,745 (Not to Exceed)

Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$130,745).

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



2025 SCHEDULE OF HOURLY RATES and EXPENSES

ADMINISTRATIVE ASSISTANT	\$ 85.00 /HOUR
INTERN	\$ 75.00 /HOUR
SURVEY CREW	\$ 180.00 /HOUR
SURVEYOR I	\$ 60.00 /HOUR
SURVEYOR II	\$ 80.00 /HOUR
SURVEYOR III	\$ 100.00 /HOUR
SURVEYOR IV	\$ 120.00 /HOUR
SURVEYOR TECH	\$ 115.00 /HOUR
RPLS	\$ 185.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$ 100.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$ 115.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$ 140.00 /HOUR
DESIGN TECHNICIAN I	\$ 90.00 /HOUR
DESIGN TECHNICIAN II	\$ 105.00 /HOUR
DESIGN TECHNICIAN III	\$ 125.00 /HOUR
DESIGN TECHNICIAN IV	\$ 155.00 /HOUR
ENGINEER I / II	\$ 125.00 /HOUR
ENGINEER III	\$ 145.00 /HOUR
ENGINEER IV	\$ 165.00 /HOUR
ENGINEER V	\$ 195.00 /HOUR
ENGINEER VI	\$ 235.00 /HOUR
ENGINEER VII	\$ 270.00 /HOUR
ENGINEER VIII	\$ 285.00 /HOUR
ENGINEER IX	\$ 300.00 /HOUR

REIMBURSABLE EXPENSES	
Mileage	IRS Allowable Rate
Travel and Meal	Actual Cost x 1.10
Misc. Reimbursable	Actual Cost x 1.10

OUTSIDE CONSULTANT RATES		
Subconsultants		Actual Cost x 1.10

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

Rates Effective: January 1, 2025 (*adjusted annually*)

Exhibit C

Insurance Requirements

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

I. Standard Insurance Policies Required:

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

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

III. General Requirements Applicable to All Policies

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

IV. Commercial (General) Liability requirements:

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

V. Business Automobile Liability requirements:

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

VI. The worker’s compensation insurance requirements:

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

VII. Professional Liability requirements:

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

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

Exhibit D
Certificates of Insurance

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. S. Edwards & Sherlock Insurance Agency, LLP P. O. Box 22237 Beaumont, TX 77720	CONTACT NAME: Brenda K Horton PHONE (A/C, No, Ext): 409 832-7736 FAX (A/C, No): 409-833-1721 E-MAIL ADDRESS: brenda@edwardsandsherlock.com														
INSURED Schaumburg and Polk, Inc. 8865 College Street Beaumont, TX 77707	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Casualty Co. of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Service Lloyds Insurance Co</td> <td>43389</td> </tr> <tr> <td>INSURER D : Spinnaker Insurance Company</td> <td>24376</td> </tr> <tr> <td>INSURER E : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Casualty Co. of Reading, PA	20427	INSURER B : Continental Insurance Company	35289	INSURER C : Service Lloyds Insurance Co	43389	INSURER D : Spinnaker Insurance Company	24376	INSURER E : Continental Casualty Company	20443	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			4034942640	04/13/2025	04/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4034942833	04/13/2025	04/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10000			4034942685	04/13/2025	04/13/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SLICWC11492601	04/13/2025	04/13/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability			FLYCBA9JQ7X4YQ	07/25/2024	07/25/2025	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policies include blanket automatic additional insured endorsements that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy includes a primary & non-contributory endorsement that requires a written contract between the named insured and the certificate holder. Waiver of Subrogation automatic status endorsements are provided in (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Nacogdoches Attn:
 City Manager
 P. O. Box 635030
 Nacogdoches, TX 75961

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

favor of the certificate holder for General Liability, Auto Liability and Worker's Compensation only when there is a written contract between the named insured and the certificate holder that requires such status. Umbrella is follow form. Applicable forms attached.
30 Day Notice of Cancellation, 10 days for non-payment.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Amanda Carter PHONE (A/C, No, Ext): 713 490-4600 E-MAIL ADDRESS: amanda.carter@usi.com		FAX (A/C, No): 713-490-4700
	INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company		NAIC # 11150
INSURED Schaumburg & Polk Inc. 8865 College Street Beaumont, TX 77707-2898	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			PAAEP0149404	06/10/2025	06/10/2026	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony Davis

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City Council Meeting

Date: November 18, 2025

Agenda Item: 5.D.

PRESENTER: Scott Weems, Police Chief

ITEM/SUBJECT: Consider a resolution approving submission of an application for a grant of armoring the City of Nacogdoches Police vehicles. (Chief Weems)

SUMMARY/BACKGROUND: The Bullet-Resistant Components for Law Enforcement Vehicles, FY2026 is a grant funded by H.B. 2217 section 772.013 with the purpose of equipping motor vehicles used by peace officers with certain bullet-resistant components. This resolution authorizes the Nacogdoches Police Department to apply for consideration of funding to support the project to armor Nacogdoches Police Vehicles.

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. Vehicle armor Resolution_rev (3)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NACOGDOCHES, TEXAS
APPROVING SUBMISSION OF AN APPLICATION FOR A GRANT CONCERNING
THE ARMORING OF CITY OF NACOGDOCHES POLICE VEHICLES**

WHEREAS, applications are being accepted for the Bullet-Resistant Components for Law Enforcement Vehicles, FY2026, which would allow for the equipment of motor vehicles used by peace officers in the State of Texas with certain bullet-resistant components; and

WHEREAS, the City Council of the City of Nacogdoches, Texas finds that it is in the best interest of the citizens of the City of Nacogdoches that the armoring of Nacogdoches Police Vehicles be implemented for the year 2026; and

WHEREAS, the Nacogdoches City Council agrees to provide applicable matching funds, if any are necessary, for the said project as may be required by the Bullet-Resistant Components for Law Enforcement Vehicles, FY2026, grant application; and

WHEREAS, the Nacogdoches City Council agrees that in the event of loss or misuse of the grant funds, such funds will be returned to the Office of the Governor in full; and

WHEREAS, the Nacogdoches City Council designates Scott Weems, Chief of Police, as authorized official for the City of Nacogdoches for purposes of this application. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

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

SECTION 1. The findings and recitations contained in the preamble of this Resolution are found and declared to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. The City Council of the City of Nacogdoches, Texas hereby approves submission of the grant application for the Bullet-Resistant Components for Law Enforcement Vehicles, FY2026, to the Office of the Governor.

SECTION 3. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 4. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED at a regular meeting of the Nacogdoches City Council on this _____ day of _____ 2025.

CITY OF NACOGDOCHES

By: _____
Randy Johnson, Mayor

ATTEST: APPROVED AS TO FORM:

Karen Hadnot, City Secretary

Jerry Baker, City Attorney

Grant Number: 5654201

Commented [1]: The Grant Number (ex: 1650304) can be found in eGrants after you create a new or continuation funding solicitation.



City Council Meeting

Date: November 18, 2025

Agenda Item: 5.E.

PRESENTER: Kevin Sardinha, Accounting Manager

ITEM/SUBJECT: Recommendation to approve an application for participation in the Local Government Investment Cooperative (LOGIC), to provide the local government with an additional investment option focused on safety and liquidity. (Assistant Director of Finance)

SUMMARY/BACKGROUND: Recommendation to approve the application for participation in Local Government Investment Cooperative (LOGIC). The accompanying agenda exhibit contains relevant information for the application. Approval will enable the local government to utilize a state-authorized investment pool which invests solely in instruments permitted under Texas law and the Public Funds Investment Act, prioritizing safety of principal, daily liquidity, and compliance with adopted investment policies. LOGIC aims to preserve capital, maintain liquidity, and minimize risk for public funds while offering competitive returns.

FINANCIAL:

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

CITY CONTACT: Kevin Sardinha, Assistant Director of Finance
sardinhak@nactx.us
(936) 559-2533

ATTACHMENTS: 1. Enrollment Packet LOGIC



APPLICATION FOR PARTICIPATION IN LOGIC

The undersigned local government (Applicant) applies and agrees to become a Participant in the Local Government Investment Cooperative (LOGIC) Trust.

1. **Authorization.** The governing body of Applicant has duly authorized this application by adopting the following resolution at a meeting of such governing body duly called, noticed, and held in accordance with the Texas Open Meeting Law, chapter 551, Texas Government Code, on _____, 20__:

WHEREAS, it is in the best interests of this governmental unit ("*Applicant*") to invest its funds jointly with other Texas eligible investing entities in the Local Government Investment Cooperative (LOGIC) Trust in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, Applicant is authorized to invest its public funds and funds under its control in LOGIC and to enter into the Participation Agreement and Trust Instrument authorized herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The form of application for participation in LOGIC attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the LOGIC Board of Trustees.

SECTION 3. Terms used in this resolution have the meanings given to them by the application.

2. **Agreement.** Applicant agrees with other LOGIC Participants and the LOGIC Board of Trustees to the terms and conditions in the Participation Agreement and Trust Instrument, effective on this date, which are incorporated herein by reference. Applicant makes the representations, designations, delegations, and representations described in the Participation Agreement and Trust Instrument.

3. **Taxpayer Identification Number.** Applicant's taxpayer identification number is 75-6000621

4. **Contact Information.**

Applicant primary mailing address: 202 E PILAR ST

Applicant physical address (if different): _____

Applicant main phone number: 936-559-2533

Applicant main fax number: _____

5. **Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the LOGIC Board of Trustees in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: KEVIN SARDINHA Title: ASSISTANT DIR. OF FINANCE
 Signature: _____ Phone: _____
 Email: SARDINHAK@NACTX.US

2. Name: ABBY TAYLOR Title: SENIOR ACCOUNTANT
 Signature: _____ Phone: _____
 Email: _____

3. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

4. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements.

Name: KEVIN SARDINHA

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

**REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE**

DATED _____

CITY OF NACOGDOCHES
(NAME OF ENTITY/APPLICANT)

SIGNED BY:

 (Signature of official)
KEVIN SARDINHA, ASSISTANT DIR. OF FINANCE
 (Printed name and title)

ATTESTED BY:

 (Signature of official)
ABBY TAYLOR, SENIOR ACCOUNTANT
 (Printed name and title)

FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: LOCAL GOVERNMENT INVESTMENT COOPERATIVE (LOGIC)

.....
AUTHORIZED SIGNER

DATE

V082023



City Council Meeting

Date: November 18, 2025

Agenda Item: 5.F.

PRESENTER: Kevin Sardinha, Accounting Manager

ITEM/SUBJECT: Recommendation to approve an application for participation in Texas Cooperative Liquid Assets Securities System Trust (TexasCLASS), enhancing the government's investment options in line with safety and liquidity priorities. (Assistant Director of Finance)

SUMMARY/BACKGROUND: Recommendation to approve the application for participation in Texas Cooperative Liquid Assets Securities System Trust (TexasCLASS). The accompanying agenda exhibit contains relevant information for the application. Approval will enable the local government to utilize a state-authorized investment pool which invests solely in instruments permitted under Texas law and the Public Funds Investment Act, prioritizing safety of principal, daily liquidity, and compliance with adopted investment policies. TexasCLASS aims to preserve capital, maintain liquidity, and minimize risk for public funds while offering competitive returns.

FINANCIAL:

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

CITY CONTACT: Kevin Sardinha, Assistant Director of Finance
sardinhak@nactx.us
(936) 559-2533

ATTACHMENTS: 1. Texas_CLASS_Registration_Packet 25_

Resolution to Participate

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the Act) requires the governing body of each local government in this state to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the Board of Trustees (the Governing Body) of the CITY OF NACOGDOCHES (the Local Government) has previously reviewed and adopted an investment policy (the Policy) that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable net asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety, and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed KEVIN SARDINHA (the Investment Officer) to act as the investment officer of the Local Government; and

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Local Government has received and reviewed the Information Statement, dated April 2021 (the Information Statement), of Texas Cooperative Liquid Assets Securities System Trust (the Program), an investment pool administered by Public Trust Advisors, LLC that sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and

WHEREAS, the Local Government understands that the Program operates through the Ninth Amended and Restated Trust Agreement dated as of February 25, 2021 (the Trust Agreement), that provides the terms on which the Program will operate and the rights of the Participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC as the administrator of the Program (the Administrator) and of UMB Bank as custodian (the Custodian);

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LOCAL GOVERNMENT:

That the form, terms, and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program Participants and the duties and responsibilities of the Administrator be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof; and be it further

Resolved that the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and be it further

Resolved that the Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct; and be it further

Resolved that the Governing Body hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered, and formally acted upon all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act; and be it further

Resolved that the officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered, and directed from time-to-time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Local Government all certificates, instruments, and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument, or other paper; and be it further

Resolved that this Resolution shall take effect and be in full force upon and after its passage.

_____ Authorized Signature	_____ Date	KEVIN SARDINHA _____ Printed Name
_____ Authorized Signature	_____ Date	ABBY TAYLOR _____ Printed Name

Exhibit D – Participation Certificate

The undersigned CITY OF NACOGDOCHES (the Local Government) does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Tenth Amended and Restated Trust Agreement (the Agreement) dated as of January 31, 2025, by and between the Participants, UMB Bank as Custodian, and Public Trust Advisors, LLC. By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that KEVIN SARDINHA (the Investment Officer) is the duly designated Representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, for it to participate in the Trust created by the Agreement.

CITY OF NACOGDOCHES

Entity Name

Signature

Date

Title

Accepted by Administrator (to be completed by Texas CLASS):

Signature

Date

Title



City Council Meeting

Date: November 18, 2025

Agenda Item: 5.G.

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of purchase of two (2) Ford F-150 Trucks and one (1) F-250 Truck from Tipton Ford, utilizing TIPS Cooperative Purchasing Contract #230204, in the total amount of \$160,628.00 (Director of Public Works/City Engineer).

SUMMARY/BACKGROUND: Water Utilities Division staff have procured quotes for two (2) Ford F-150 trucks in the amount of \$48,380 each and one (1) F-250 truck with a service body in the amount of \$63,868 from Tipton Ford. The total purchase amount would be \$160,628.00.

Tipton Ford is under a TIPS cooperative purchasing contract (TIPS Contract #230204) which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). These are budgeted items in the FY25-26 budget for capital equipment.

FINANCIAL:

Item is budgeted:

Account No.: 30.36 680.20

Account Name: *Water Production - Vehicle Capital Expense*

Amount: \$60,000

Item is budgeted:

Account No.: 30.39 680.20

Account Name: *Wastewater Treatment - Vehicle Capital Expense*

Amount: \$140,000

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

Not Applicable

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

ATTACHMENTS:

1. F-150 Quotes
2. F-250 Quote
3. Trucks Budget

TIPTON FORD
1115 NORTH STREET, NACOGDOCHES, TX 75961

Purchaser: City of Nacogdoches
 Contact: Ronnie Lyles
 Phone/Email: lylesrw@nactx.com
 Product Description: 2026 Ford F150

Tipton Rep: PAUL SMITH
 Phone: 936.553.3175
 Date: 10/22/2025
 Email: paulsmith@tiptonford.com

A. MSRP Price **\$53,765**

B. Published Options [Itemize each below]

Code	Options	MSRP Price	Code	Options	MSRP Price
	F150 4x4 crewcab	\$47,820		extended range fuel tank	\$0
	145" wheelbase	\$0			
	oxford white	\$0			
	vinyl 40/20/40 seats	\$0			
	5.0L V8 gas engine	\$2,340			
	101A equip group	\$0			
	265/70R 17 BSW all-season tires	\$0			
	3.73 electronic locking axle	\$0			
	7100# GVWR pkg	\$0			
	tow/haul pkg	\$1,010		Manufacturer Destination/ Delivery Fee	\$2,595
	trailer brake control	\$0		MSRP	\$53,765
TOTAL PURCHASE PRICE					\$48,380

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 0 miles	\$ -
H. MSRP Subtotal:	\$ 96,760.00
I. Quantity Ordered 2	2
K. TOTAL PURCHASE PRICE FOR City of Nacogdoches	\$ 96,760.00

TIPTON FORD
1115 NORTH STREET, NACOGDOCHES, TX 75961

Purchaser: City of Nacogdoches
 Contact: Ronnie Lyles
 Phone/Email: lylesrw@nactx.com
 Product Description: 2026 Ford F250

Tipton Rep: PAUL SMITH
 Phone: 936.553.3175
 Date: 10/22/2025
 Email: paulsmith@tiptonford.com

A. MSRP Price **\$55,420**

B. Published Options [Itemize each below]

Code	Options	MSRP Price	Code	Options	MSRP Price
	F250 4x4 crewcab	\$52,900		upfitter switches	\$250
	176" wheelbase	\$0			
	oxford white	\$0			
	vinyl 40/20/40 seats	\$0			
	6.8L V8 gas eninge	\$0			
	600A equip group	\$0			
	LT245/75R17E BSW all-season tires	\$0			
	pickup box delete	-\$625			
	rear view camera prep kit	\$0			
	trailer break controler	\$300		Manufacturer Destination/ Delivery Fee	\$2,595
	9900# GVWR pkg	\$0		MSRP	\$55,420
TOTAL PURCHASE PRICE					\$49,656

C. UPFITTERS

Options	Price	Options	Price
Knapheide Fliptop Service body	\$14,212.00		
600 series; 2 vertical, 1 horizontal & flip top			
slam-lock tailgate			
master locking system			
Total of C. Upfitters			\$14,212.00

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:	\$ -
E. UPFITTERS:	\$14,212.00
TIPS CONTRACT #230204	
G. Additional Delivery Charges <u>0</u> miles	\$ -
H. MSRP Subtotal:	\$ 63,868.00
I. Quantity Ordered <u>1</u>	1
K. TOTAL PURCHASE PRICE FOR City of Nacogdoches	\$ 63,868.00

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: November 18, 2025

Agenda Item: 6.A.

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Receive a presentation from the Mid-America Baseball League concerning the Nacogdoches team name competition and results. (Community Services Director)

SUMMARY/BACKGROUND: Mark Schuster of Mid America Leage Baseball will deliver a presentation about the "Name the Team" contest which was held this summer. After receiving many submissions from the community, Mid America is ready to announce the Nacogdoches team name and mascot.

City Council approved a Field Lease Agreement between the City of Nacogdoches and Nacogdoches Sports and Entertainment, LLC on June 17, 2025 which allows for the establishment of this team.

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
936-559-2935

ATTACHMENTS:



City Council Meeting

Date: November 18, 2025

Agenda Item: 6.B.

PRESENTER: Ashley Morgan, Convention and Visitors Bureau Director

ITEM/SUBJECT: CVB Annual Report and Marketing Plan. (Convention & Visitors Bureau Director)

SUMMARY/BACKGROUND: The Nacogdoches Convention & Visitors Bureau Annual Report, Marketing Plan and FY 2025-26 Budget

FINANCIAL:

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

CITY CONTACT:

ATTACHMENTS: 1. CVB FY 2025-26 Budget Adopted 10-9-2025

Nacogdoches Convention & Visitors Bureau

Budget 2025-26 (adopted 10/9/25)

10/1/25 - 9/30/26 Budget

Income

RESTRICTED Funds-HOTx*	700,000.00
<u>UNRESTRICTED</u>	
Brick Sales	4,000.00
Interest Income	4,000.00
Merchandise Sales	25,000.00
Servicing Income	
Donations/Fac Rental/Penny Mach	1,500.00
Total Income	<u>734,500.00</u>

Expense

Personnel Payroll cost - City	303,000.00
Administration:	
Accounting & Legal	6,800.00
Depreciation (<i>not budgeted</i>)	
Dues & Subscriptions	17,000.00
Insurance	4,200.00
Maintenance Contracts	5,000.00
Computer hardware/IT support	3,000.00
Computer software	5,500.00
Building/cleaning supplies	1,200.00
Office Supplies	4,000.00
Photocopying	2,000.00
Postage	1,700.00
Repairs & Improvements	40,000.00
Telephone & Internet	7,000.00
Utilities	15,000.00
A-Mtgs, Cont Ed & Travel	9,000.00
<i>Total Administration</i>	<i>121,400.00</i>
Sales:	
S-Mtgs, Cont Ed & Travel	7,000.00
Events Expenses	10,000.00
Guest Services	5,000.00
<i>Total Sales</i>	<i>22,000.00</i>
Marketing:	
Advertising	215,000.00
Website	22,000.00
Visit Widget	
Research (STR Report, Placer AI)	22,000.00
M-Mtgs, Cont Ed & Travel	7,000.00
<i>Total Marketing</i>	<i>266,000.00</i>
Visitor Services:	
Brick Engraving/Placing Exp (U)	2,500.00
Merchandise Purchased (U)	18,000.00
Credit Card Processing (U)	1,100.00
Volunteers/Misc Visitor Services Exp	500.00
<i>Total Visitor Services</i>	<i>22,100.00</i>
Total Expenses	<u>734,500.00</u>

PRESENTER: Colin Smith, Airport Manager

ITEM/SUBJECT: Consider approval of Resolution 1401-11-25 regarding acceptance of the 2025 Airport Layout Plan for the A.L. Mangham Jr. Regional Airport; and authorize the City Manager to execute any and all necessary documents. (Airport Manager)

SUMMARY/BACKGROUND: City staff is seeking Council acceptance of the proposed 2025 Airport Layout Plan (ALP), as well as authorization to move forward with submission of the ALP for acceptance and approval by the Texas Department of Transportation and the Federal Aviation Administration (FAA). An ALP is a graphic depiction of existing and future airport facilities showing the clearance and dimensional requirements to meet applicable FAA standards. The ALP serves as a record of aeronautical requirements and is used by the FAA in its review of proposals that may affect the navigable airspace or other missions of the FAA.

The City's aviation planning consultant, Woolpert, is nearing completion of the 2025 ALP project for the Nacogdoches A.L. Mangham Jr. Regional Airport. This 10-month planning project concludes with a robust airport development plan with many supporting exhibits and narrative chapters. The Airport Advisory Board also received updates throughout the ALP development process and was given an opportunity to provide input at their July 10 and October 27 special meetings this year.

This plan presents potential airport development over the next 20 years and beyond, and Woolpert's Tony Davis and Jeff Borowiec will present a summary of the final draft. For an in-depth look, please visit the project website at <http://nacogdochesalp.com>. Navigate to the Documents section to view detailed narratives and expanded exhibits for this project. Chapter links are also included below.

Documents Links

- [Introduction](#)
- [Inventory of Existing Conditions](#)
- [Aviation Activity Forecast](#)
- [Facility Requirements](#)
- [Recommended Development Plan](#)
- [Implementation Plan](#)

FINANCIAL:

No financial impact associated with this item.

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

Infrastructure; Economic Development

CITY CONTACT: **Colin Smith**
Airport Manager, A.L. Mangham Jr. Regional Airport (OCH)
City of Nacogdoches, Texas
936-560-9567

ATTACHMENTS: 1. Resolution
2. ALP Overview

RESOLUTION NO. 1401-11-25

A RESOLUTION OF THE CITY OF NACOGDOCHES, TEXAS APPROVING AND ADOPTING THE 2025 AIRPORT LAYOUT PLAN FOR THE A.L. MANGHAM, JR. REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL RELATED DOCUMENTS FOR SUBMISSION OF THE PLAN TO THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE FEDERAL AVIATION ADMINISTRATION FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Nacogdoches, Texas (City) intends to make certain improvements to the A.L. Mangham Jr. Regional Airport (Airport); and

WHEREAS, the City's existing airport layout plan (ALP) was approved in 2008 and does not reflect the Airport terminal layout plan developed in 2020 or any other significant Airport infrastructure improvements; and

WHEREAS, in order to receive federal and state funding for Airport improvements, the Federal Aviation Administration (FAA) requires a current ALP that depicts proposed projects and which has FAA approval from the standpoint of safety, utility, and efficiency of the airport; and

WHEREAS, on April 2, 2024, the City Council of the City of Nacogdoches designated the Texas Department of Transportation (TxDOT) as its agent for funding and contract administration related to Airport improvements to include an ALP update; and

WHEREAS, the City's share, approximately ten (10%) percent, of the total ALP update project costs are funded from general obligation bond funds approved by Nacogdoches voters in a 2023 special election.

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

SECTION 1. Adoption. The 2025 ALP as presented on this date is hereby adopted, contingent upon final acceptance and approval by the TxDOT and FAA.

SECTION 2. Authorization. The City of Nacogdoches City Council hereby authorizes the City Manager to sign any and all documents necessary for City submission of the 2025 ALP for consideration of final acceptance and approval by the TxDOT and FAA.

SECTION 3. Open Meetings. The meeting at which this Resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, and this Resolution shall be effective immediately upon its passage.

APPROVED AND ADOPTED at a regular meeting of the Nacogdoches City Council on this 18th day of November 2025.

CITY OF NACOGDOCHES

Randy Johnson, Mayor

ATTEST:

Karen Hadnot, City Secretary

APPROVED AS TO FORM:

Jerry Baker, City Attorney



AIRPORT LAYOUT PLAN

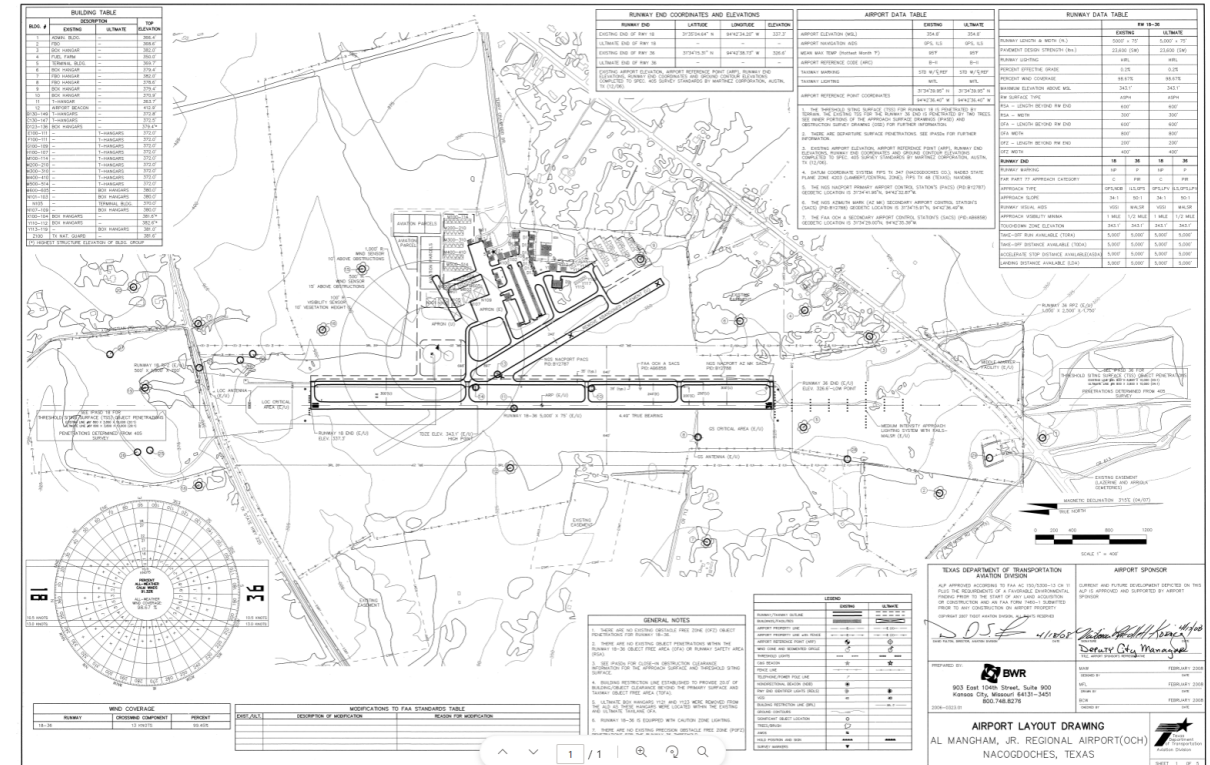
2025



Planning Overview

This Airport Layout Plan (ALP) Update is an update of previous planning efforts to illustrate the **20-year** needs of current and future users of the airport.

Planning is important to ensure that **safe and orderly development** of the airport occurs in a manner that is **reflective of community values and goals**.



2008 Airport Layout Plan





Investigation

Inventory
Activity Forecast



Solutions

Facility Requirements
Development Plan



Implementation

Financial Planning
Capital Improvement
Airport Layout Plan

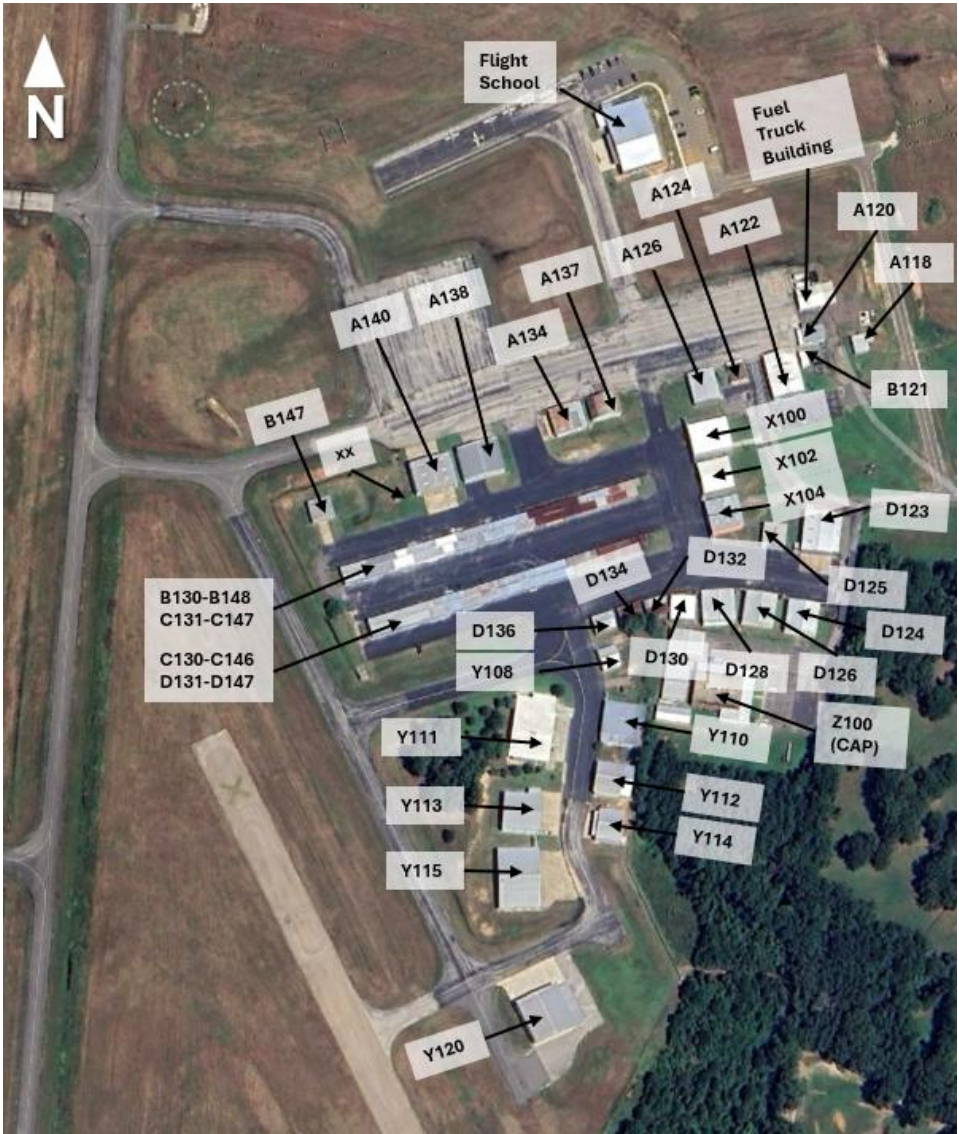


Stakeholder Engagement

Inventory – Airside Components



Inventory – Landside Components



Fueling



Parking



Hangars



Businesses

Critical Design Aircraft

- Determined based on 500 annual itinerant operations of most demanding aircraft
- Defines airport design criteria, including runway length/width, safety areas, protection zones, setbacks, etc. based on critical design aircraft's airport reference code
- **Airport Reference Code** is made up of two key components: **Aircraft Approach Category** and **Airplane Design Group**

Recommended Design Aircraft

Cessna CJ3



Existing/Future ARC: B-II
Ultimate ARC: C-II

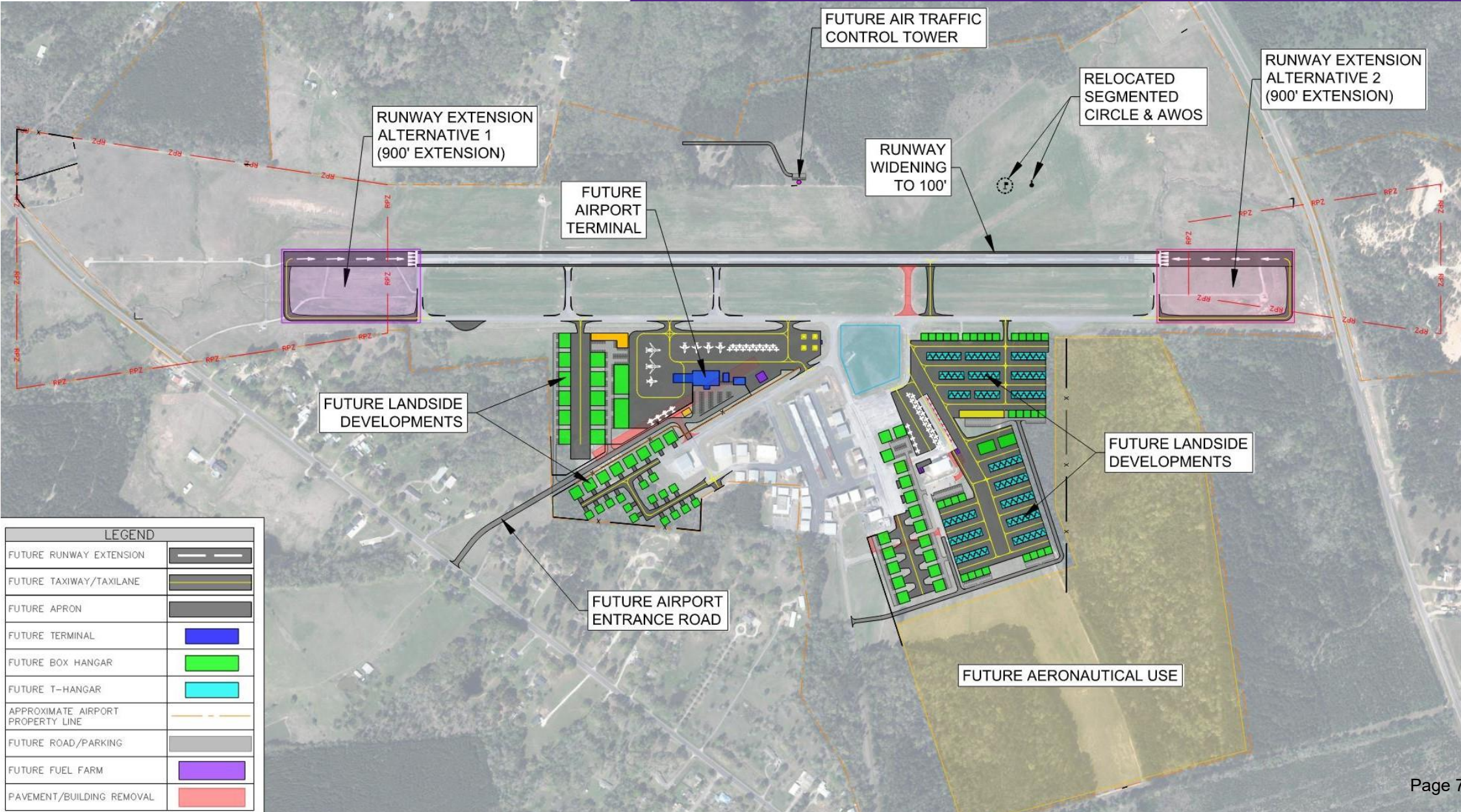
Facility Requirements

Airside

- Extend runway length from 5,000' to 6,000'+
- Expand runway width to 100' (C-II Standard)
 - Relocate PAPIs and signs
- Extend taxiway with any runway extension to maintain full-length, maintain current separation of 400' (C-II standard is 400', with ½-mile minimums)
- Consider Automated Weather Observation System (AWOS) and Segmented Circle relocation to accommodate hangar development
- Run-up area near Runway 36 end

Landside

- New airport entrance road
- Terminal area development
 - Terminal building
 - Fuel farm
 - Maintenance building
 - Fuel truck storage
 - Rental car
 - Aircraft/vehicle parking expansion
 - Vertiport and charging station
- Hangar development (mixed)
- Hotel/restaurant development
- Flight school expansion



Suggested Project Phasing

Suggested project phasing can change with priorities of the city, airport, and community. Development plan and phasing does NOT commit the city, TxDOT or FAA.

Growth of based aircraft and activity, changes in critical aircraft, interest from prospective tenants, businesses and developer may alter phasing.

Phase I – Near Term (2025 – 2029)

Phase II – Intermediate Term (2030 – 2034)

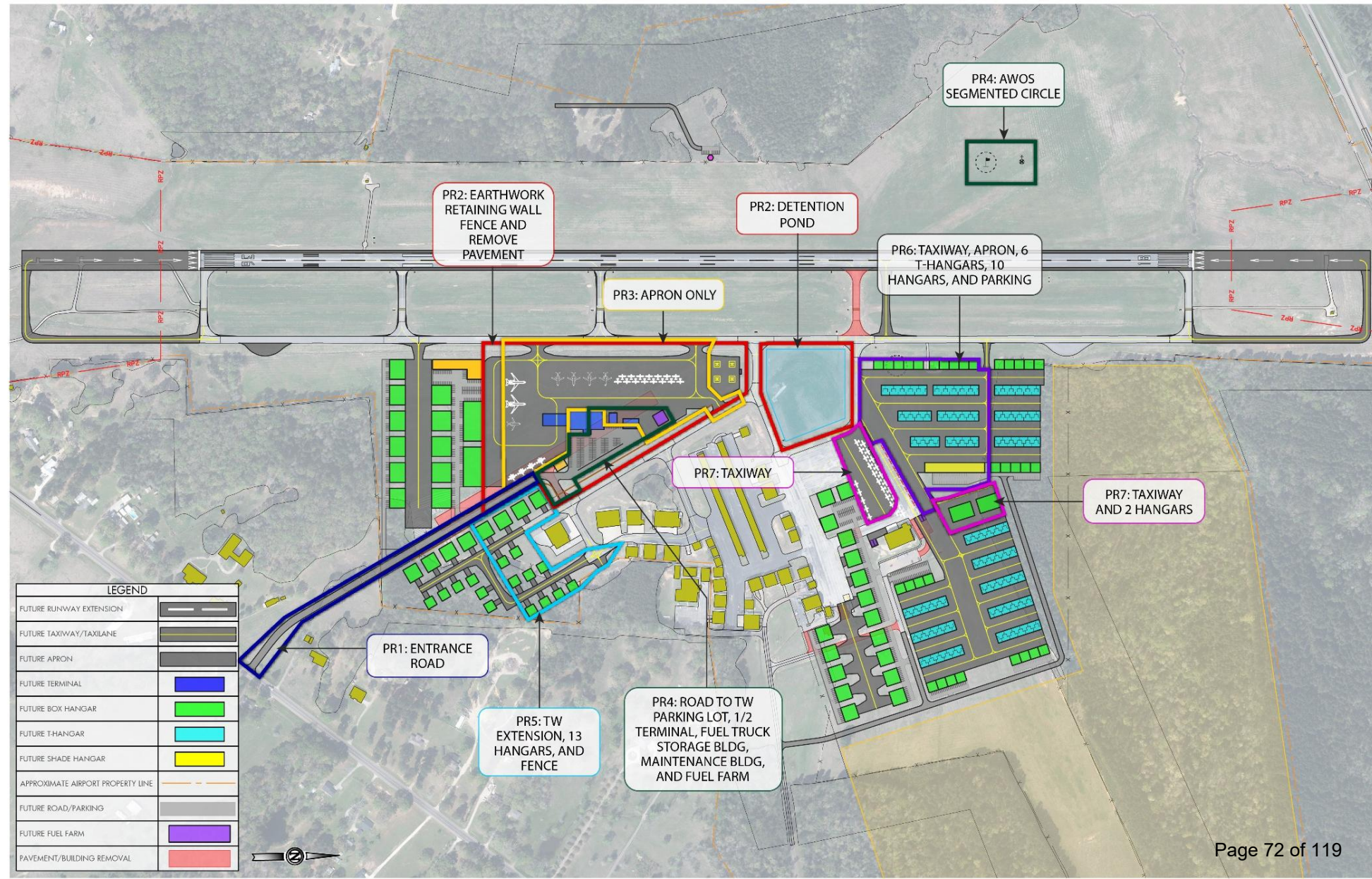
Phase III – Long Term (2035 – 2044)

Phase IV – Ultimate (Beyond 20-year Period)



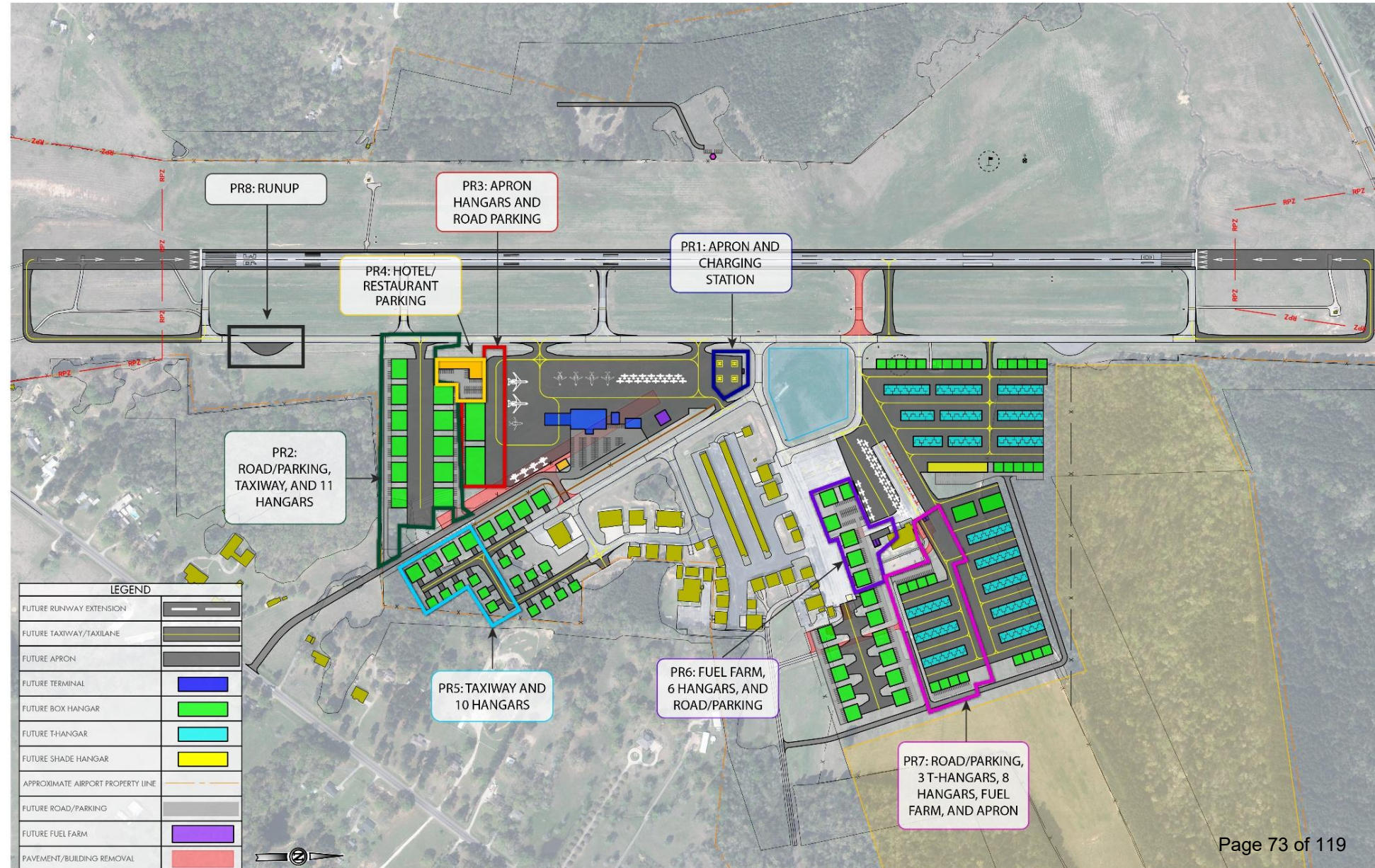
Phase I

- Early Focus:
Terminal Area Development
- Later Focus:
Based Aircraft /
Flight School Growth



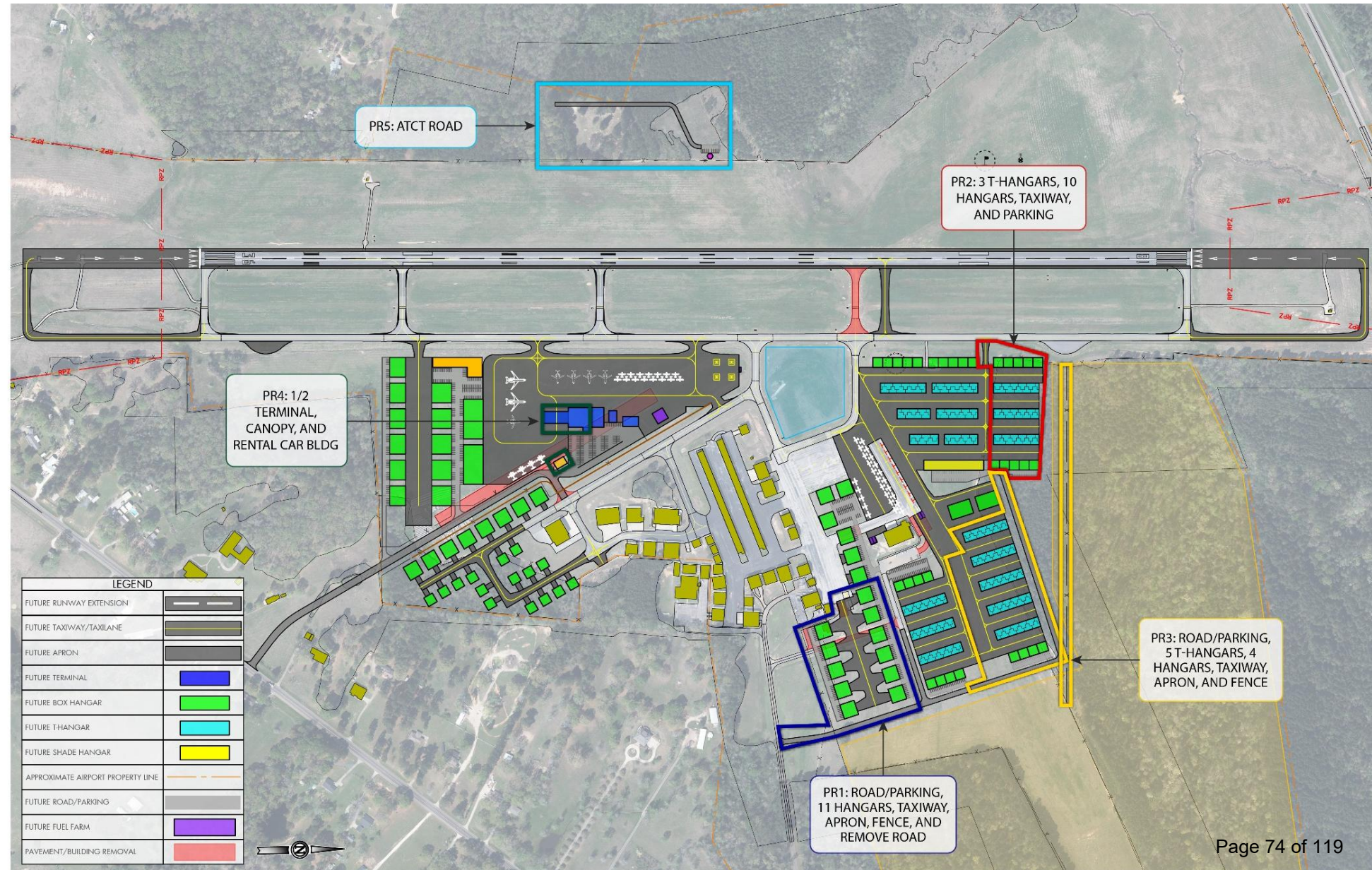
Phase II

- Early Focus:
Large Hangar Development,
Hotel/Restaurant
- Later Focus:
Based Aircraft
Growth



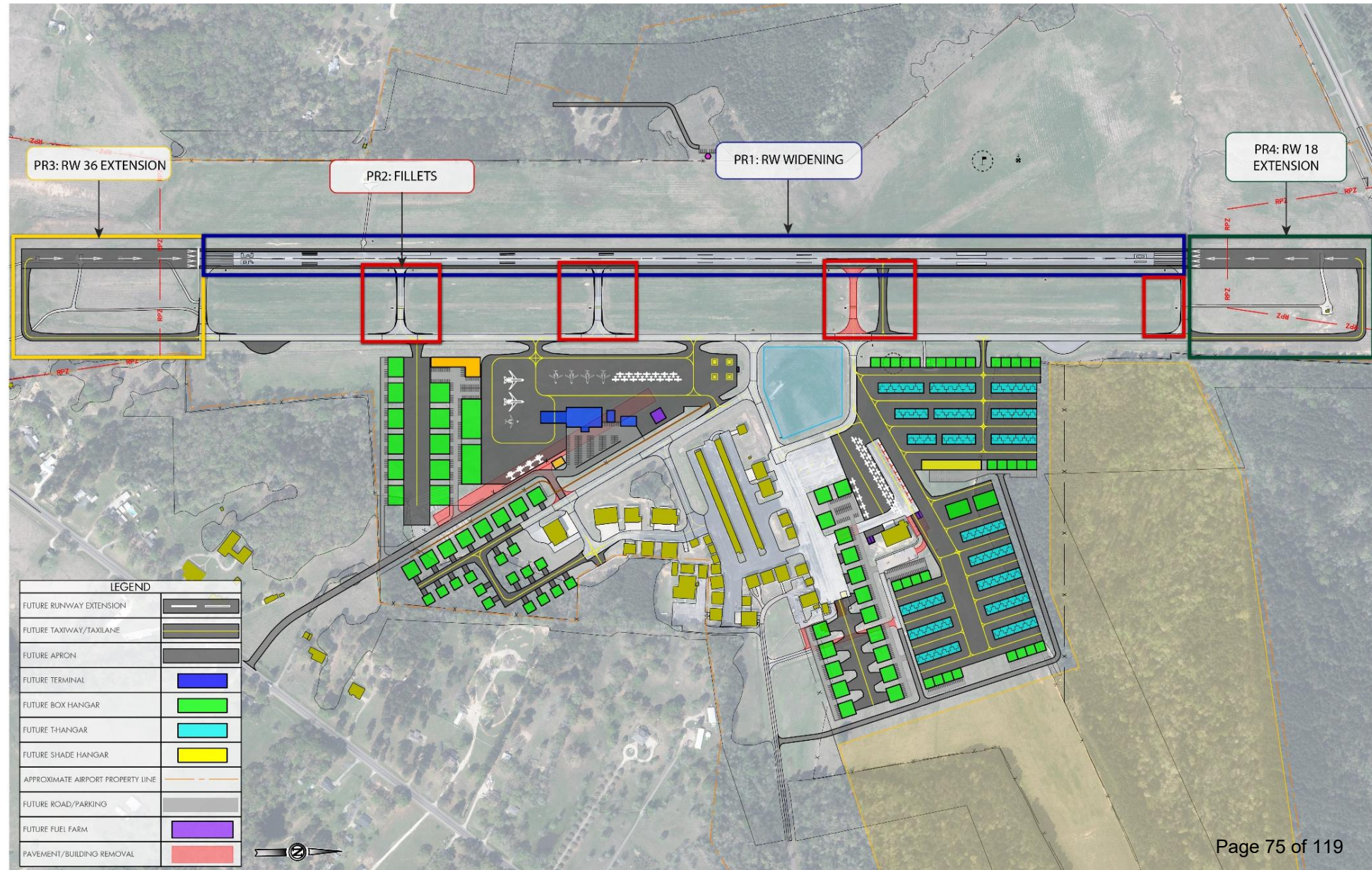
Phase III

- Early Focus:
Terminal Area Expansion
- Later Focus:
Based Aircraft and Activity Growth, ATCT



Phase IV

- Early Focus:
Runway Design Standards for More Demanding Aircraft
- Later Focus:
Runway Length Improvement (6,000' or more)



AIRPORT LAYOUT PLAN

Phase Cost Estimates

Phase/Project	Total
Phase I (Near Term)	
1. Entrance Road	\$2,149,000
2. Earthwork, Wall, Detention Pond	\$15,791,000
3. Terminal Apron	\$7,457,000
4. Terminal (half), Fuel Farm, Maint Bldg, AWOS/Seg. Circle Relocation	\$16,958,000
5. Taxilane, Hangars	\$12,473,000
6. T-hangars, Box Hangars	\$31,081,000
7. Taxilane, Large Hangars	\$6,123,000
Phase II (Intermediate Term)	
1. Apron/Charging Station	\$618,000
2. Box Hangars, Road	\$29,061,000
3. Community Hangars	\$11,636,000
4. Hotel/Restaurant	\$5,094,000
5. Box Hangars	\$10,411,000
6. Box Hangars, Fuel	\$10,006,000
7. T-hangars/Box Hangars	\$18,740,000
8. Run Up Area	\$180,000
Phase III (Long Term)	
1. Box Hangars, Road	\$19,469,000
2. T-Hangars, Box Hangars	\$17,772,000
3. T-Hangars, Box Hangars, Road	\$22,943,000
4. Terminal (half), Rental Car	\$15,180,000
5. ATCT, Road	\$29,439,000
Phase IV (Ultimate)	
1. Runway Widening	\$2,386,000
2. Taxiway Fillets	\$561,000
3. Runway 35 Extension	\$8,134,000
4. Runway 18 Extension	\$8,239,000

Phase/Term	Estimated Cost	Federal/State Share	Local Share	Private/Other
Phase I (Near)	\$92,032,000	\$43,921,875	\$3,589,678	\$44,520,447
Phase II (Intermediate)	\$85,746,000	\$7,128,312	\$1,150,622	\$77,467,067
Phase III (Long)	\$104,803,000	\$48,397,842	\$2,547,255	\$53,857,903
Phase IV (Ultimate)	\$19,320,000	\$18,354,000	\$966,000	\$0
CIP Total	\$301,901,000	\$117,802,029	\$8,253,554	\$175,845,417

Note: all costs are in current (2025) dollars

Share of costs are based on award of all eligible funds. Award of all eligible funds from Federal/State is NOT likely. Special earmarks will be necessary to achieve this level of Federal/State funding.



Next Steps

www.NacogdochesALP.com



Incorporate Input into Report and Plan



Finalize Report and ALP Set



Complete and Submit ALP Set to TxDOT/FAA



Print and Post All Plan Materials



THANK YOU!

QUESTIONS?

PRESENTER: Juan Pollette, City Planner

ITEM/SUBJECT: Public Hearing: Discuss and consider action on Zoning Case ZON2025-13 regarding a zone change from A, Agriculture to B-1, Local Business, on a portion of two (2) tracts of land approximately 4.31 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 24725, being Lots 44-D and 44-F, City Block 54; and generally located northwest of the intersection of Park Street and N.E. Stallings Drive, Nacogdoches, Texas. (City Planner)

SUMMARY/BACKGROUND: The applicant, Harbor Hospice, representing HGT Group LP, is requesting a zoning change from A, Agriculture, to B-1, Local Business for a portion of two (2) tracts of land located northwest of the intersection of Park Street and N.E. Stallings Drive. The request would extend the existing B-1 zoning that currently applies to the eastern tract to include the adjoining tract to the west, aligning the zoning across both parcels under common ownership. The applicant intends to develop the combined site with an office facility for their local operations. The requested B-1 zoning aligns with the existing zoning of the adjacent western tract and the development south of Park Street.

Adjacent Land Use & Zoning

The subject properties are currently undeveloped and are partially zoned A, Agricultural and B-1, Local Business. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Current Zoning	Land Use
North	Commercial & Rural Development	A, Agricultural	Undeveloped & Residential
South (Across Park St.)	Commercial & Rural Development	B-1, Local Business & A, Agricultural	Commercial & Undeveloped
East (Across Stallings Dr.)	Commercial & Single Family Residential	A, Agricultural	Undeveloped
West	Rural Development	A, Agricultural	Undeveloped

The subject properties are primarily surrounded by large undeveloped agricultural parcels with low-intensity commercial to the south and a residential Planned Development district to the southeast.

STAFF REVIEW:

Per Section 118.139 of the Nacogdoches Zoning Ordinance, 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-1, Local Business zoning is compatible with the surrounding development pattern along N.E. Stallings Drive, which functions as a transitional corridor between agricultural and residential uses. The proposed office facility is consistent with the intent of the B-1 district to accommodate low-intensity business and professional offices that serve nearby neighborhoods. Staff does not anticipate that the proposed zoning will be injurious to adjacent properties or diminish surrounding 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 proposed B-1, Local Business zoning should not impede the normal or orderly development of surrounding vacant properties. The request represents a logical extension of the existing B-1 zoning pattern along N.E. Stallings Drive, supporting the corridor's continued transition to low-intensity commercial and office uses. The proposed development would provide a compatible buffer between the commercial frontage on Stallings Drive and the largely undeveloped Agricultural parcels to the west.

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

A 6-inch water main is available along Park Street to serve the subject property. However, there are currently no public sewer lines fronting Park Street or N.E. Stallings Drive at this location. Sewer service would need to be extended by the developer to connect with existing lines located to the north or south of the property. Access to the site is through Park Street, and drainage will be reviewed during site development to ensure compliance with city standards.

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;

Specific driveway locations and parking arrangements will be reviewed at the time of site development to ensure compliance with TxDOT and city standards. The proposed B-1 zoning is intended for low-intensity commercial and office uses that typically generate minimal traffic and are compatible with surrounding development.

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 reviewed at the time of site development in accordance with the standards of the B-1, Local Business district. The city's landscaping regulations require perimeter buffers and screening where commercial zoning adjoins residential

or agricultural districts, ensuring visual compatibility and minimizing potential impacts on adjacent properties.

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) designates the subject properties as *Commercial*. This category includes retail, service, and office uses such as shops, restaurants, hotels, and professional offices, supporting low- to moderate-intensity commercial development that serves community needs.

The proposed B-1, Local Business zoning is consistent with the *Commercial* FLUP designation and aligns with the plan's goal of encouraging appropriately scaled commercial development along major corridors such as Stallings Drive.

PUBLIC ENGAGEMENT:

- September 24, 2025 – Staff mailed fifteen (15) neighborhood meeting notice postcards to property owners within 500 feet of subject property.
- October 8, 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. One (1) of the neighboring residents attended the meeting with general questions but was not opposed to the re-zone.
- October 20, 2025 – Staff mailed seven (7) public meeting notice letters to property owners within 200 feet and eight (8) 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 property owners.
- October 26, 2025 – Legal ad published in the Daily Sentinel newspaper.

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

The Planning and Zoning Commission approved this item by unanimous vote (5-0) on November 10, 2025.

FINANCIAL:

Per Section 118.139 of the Nacogdoches Zoning Ordinance, 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-1, Local Business zoning is compatible with the surrounding development pattern along N.E. Stallings Drive, which functions as a transitional corridor between agricultural and residential uses. The proposed office facility is consistent with the intent of the B-1 district to accommodate low-intensity business and professional offices that serve nearby neighborhoods. Staff does not anticipate that the proposed zoning will be injurious to adjacent properties or diminish surrounding 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 proposed B-1, Local Business zoning should not impede the normal or orderly development

of surrounding vacant properties. The request represents a logical extension of the existing B-1 zoning pattern along N.E. Stallings Drive, supporting the corridor's continued transition to low-intensity commercial and office uses. The proposed development would provide a compatible buffer between the commercial frontage on Stallings Drive and the largely undeveloped Agricultural parcels to the west.

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

A 6-inch water main is available along Park Street to serve the subject property. However, there are currently no public sewer lines fronting Park Street or N.E. Stallings Drive at this location. Sewer service would need to be extended by the developer to connect with existing lines located to the north or south of the property. Access to the site is through Park Street, and drainage will be reviewed during site development to ensure compliance with city standards.

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;

Specific driveway locations and parking arrangements will be reviewed at the time of site development to ensure compliance with TxDOT and city standards. The proposed B-1 zoning is intended for low-intensity commercial and office uses that typically generate minimal traffic and are compatible with surrounding development.

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 reviewed at the time of site development in accordance with the standards of the B-1, Local Business district. The city's landscaping regulations require perimeter buffers and screening where commercial zoning adjoins residential or agricultural districts, ensuring visual compatibility and minimizing potential impacts on adjacent properties.

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) designates the subject properties as *Commercial*. This category includes retail, service, and office uses such as shops, restaurants, hotels, and professional offices, supporting low- to moderate-intensity commercial development that serves community needs.

The proposed B-1, Local Business zoning is consistent with the *Commercial* FLUP designation and aligns with the plan's goal of encouraging appropriately scaled commercial development along major corridors such as Stallings Drive.

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- October 26, 2025 – Legal ad published in the Daily Sentinel newspaper.

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

This item is scheduled for City Council consideration on November 18, 2025.

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

CITY CONTACT: City Planner

ATTACHMENTS:

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

ZON2025-13 Aerial Map



A horizontal number line with tick marks at 0, 80, 160, 240, and 320. The label "Feet" is at the right end.

Date Created: 11/04/25 10:34 | ArcGIS Pro 3.2.2

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.

Existing Zoning

ZON2025-13

Proposed Zoning

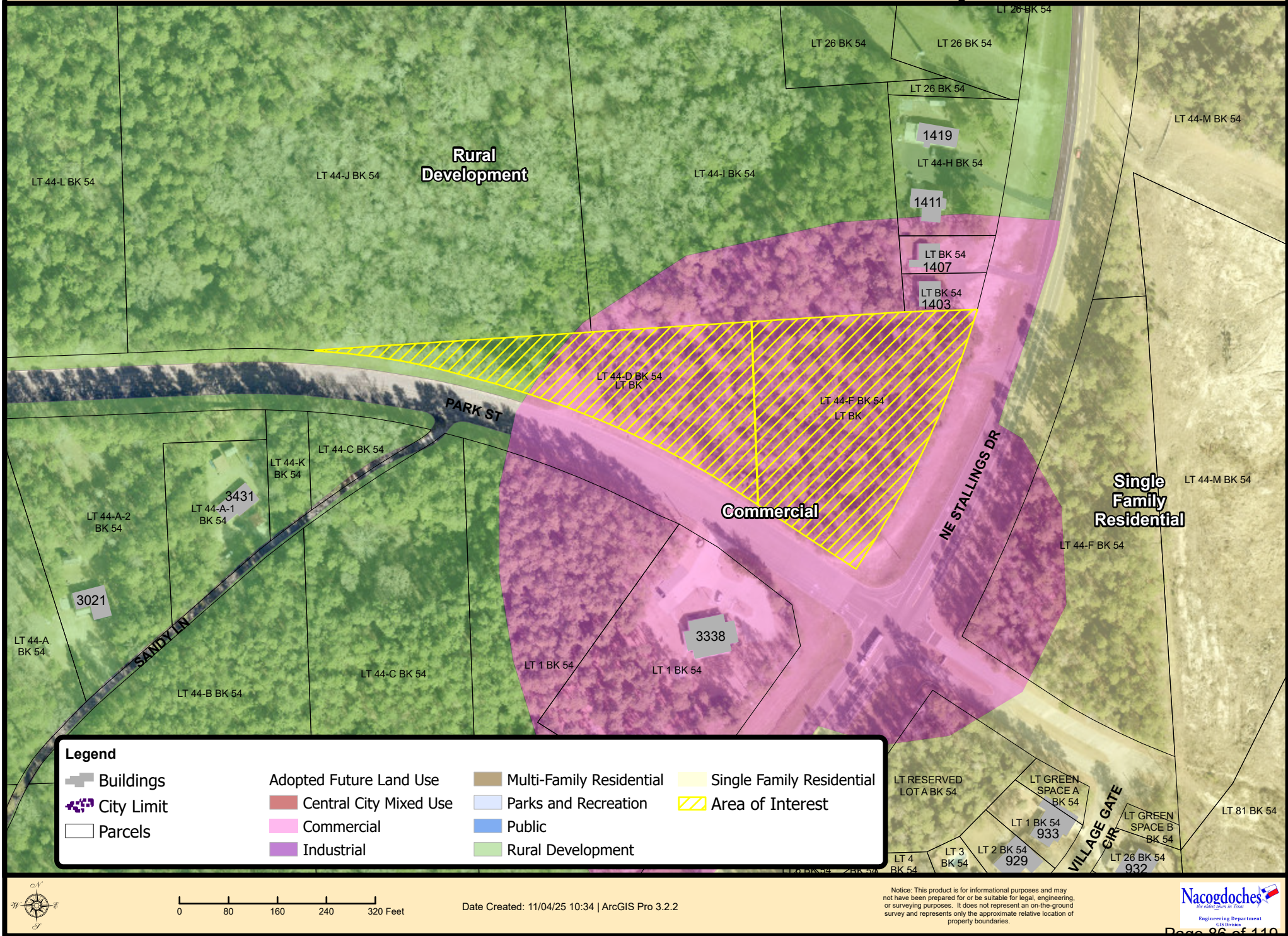


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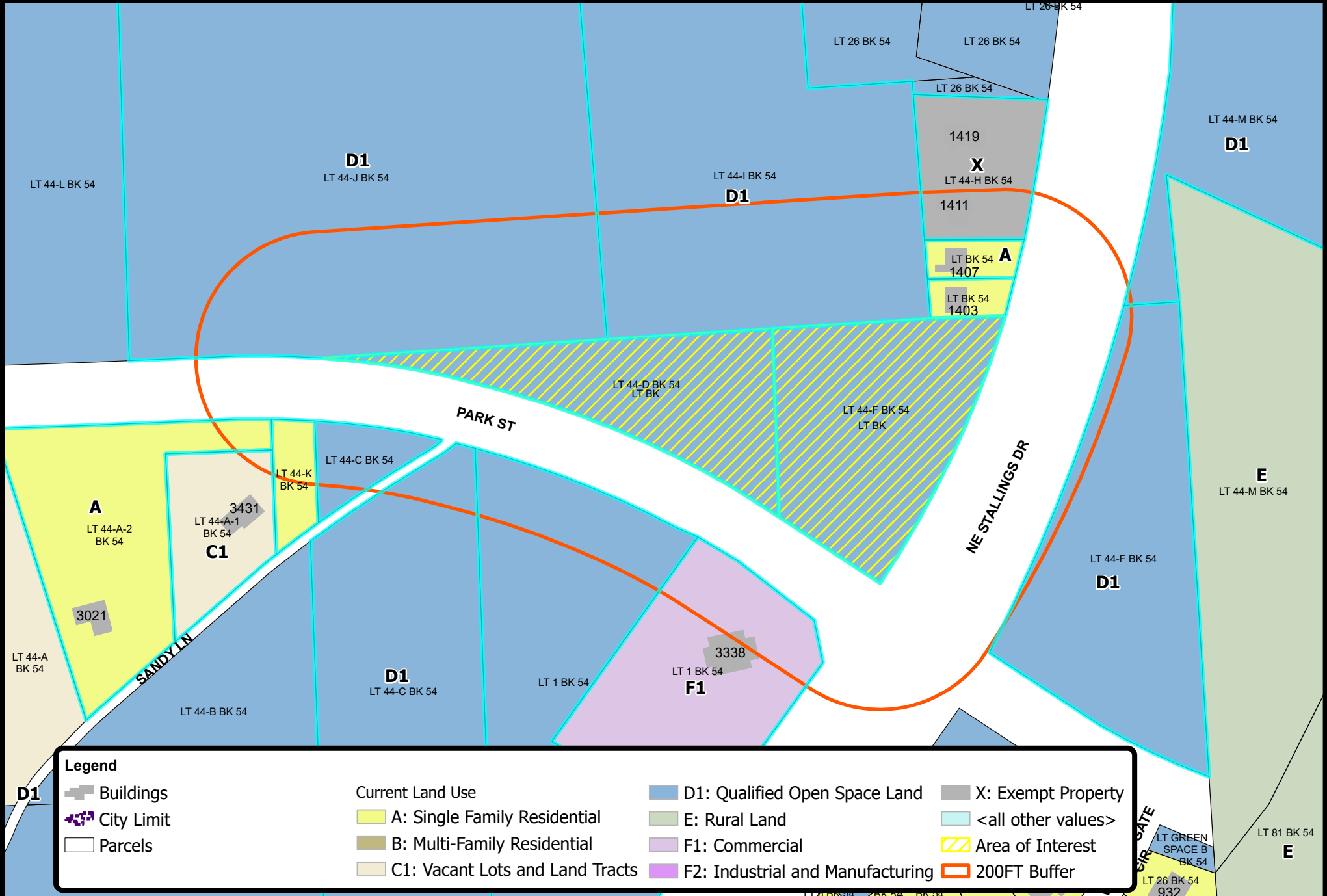
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ZON2025-13 Future Land Use Map



ZON2025-13 Notification Map



ZON2025-13 Site Photos

Subject property



Commercial office to the south



PRESENTER: Juan Pollette, City Planner

ITEM/SUBJECT: Public Hearing: Discuss and consider action on Specific Use Permit Case SUP2025-05 regarding a Specific Use Permit request for the expansion of an existing Mini Warehouse Storage facility in a B-2, General Business district on one (1) parcel of land approximately 2.35 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 82326; and located at 5210 S.E. Stallings Drive, Nacogdoches, Texas. (City Planner)

SUMMARY/BACKGROUND: The subject property is developed with an existing mini-warehouse storage facility that was constructed in 2017. While mini-warehouse storage facilities are permitted within the B-2 District only upon approval of a Specific Use Permit (SUP), records indicate that an SUP was not obtained prior to construction. The property owner, Stephen Cox, is now requesting a Specific Use Permit to bring the existing facility into conformance with the zoning ordinance and to allow the construction of two additional storage buildings on the site. The property was recently re-platted to add approximately 0.61 acres to the rear, increasing the total lot size to 3.10 acres to accommodate the proposed expansion. The property is located along the east side of S.E. Stallings Drive (Loop 224), just south of E. Main Street. Surrounding land uses are primarily institutional and commercial in nature. McMichael Middle School is located immediately south of the site, and Emeline Carpenter Elementary School is located across S.E. Stallings Drive to the west.

Zoning & Existing Land Use

The subject property is zoned B-2 General Business, and the surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Current Zoning	Land Use
North	Public	B-2, General Business	Undeveloped
South	Public	B-2, General Business	Public School
East	Public	B-2, General Business	Undeveloped
West (Across Stallings Dr.)	Public	B-2, General Business & R-4, Multi-Family	Public School

The subject property and surrounding area are zoned B-2 General Business. Overall, the area along this section of S.E. Stallings Drive consists primarily of public and undeveloped land uses, with limited commercial development in the immediate vicinity.

STAFF REVIEW:

Per Section 118.173 of the Nacogdoches Code of Ordinances, the following factors are to be considered when considering an SUP:

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 Specific Use Permit will allow the expansion of an existing mini-warehouse storage facility that has been in operation at this location since 2017. The surrounding area consists primarily of public and undeveloped land uses, including McMichael Middle School to the south and Emeline Carpenter Elementary School to the west. The existing facility has operated without any reported adverse impacts to adjacent properties.

The proposed expansion is consistent with the established character of the area and is not expected to generate excessive traffic, noise, or light that would be incompatible with nearby educational uses. The additional buildings will be located to the rear of the property, buffering them from public view along S.E. Stallings Drive.

Staff believes that the proposed 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 area.

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 proposed expansion is a continuation of the existing use on the property and will utilize existing access and infrastructure without requiring additional roadway connections or extensions of public utilities. The site's configuration and location are appropriate for this type of low-impact commercial use.

Staff believes that the establishment of the Specific Use will not impede the normal and orderly development and improvement of surrounding vacant property.

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

The property has direct access to S.E. Stallings Drive, a major arterial roadway that provides access to the site. The existing driveway and internal circulation are sufficient to accommodate the proposed expansion.

Public water service is available to the property through an existing 6-inch water line along S.E. Stallings Drive. The site is not served by the City's sanitary sewer system; however, the proposed use does not require restroom facilities or sanitary sewer service.

Staff finds that adequate utilities, access roads, drainage, and other necessary supporting facilities have been or will be provided to serve the proposed use.

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 site is accessed directly from S.E. Stallings Drive by an existing driveway that serves the current storage facility. The site layout provides adequate space for vehicles and trailers without impeding access to the storage units.

No additional driveways or parking areas are proposed, and the existing configuration is adequate to serve the expanded use. The development does not generate significant traffic, and no adverse impacts to adjacent properties or the general public are anticipated.

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

Mini-warehouse storage facilities are considered low-intensity uses that typically generate minimal traffic and limited on-site activity. The proposed additional buildings will be located toward the rear of the property, further reducing visibility and potential disturbance to nearby

properties. The proposed use is not anticipated to create noise, odor, vibration, or other nuisances that would negatively impact surrounding properties.

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

All lighting for the site will be required to comply with city standards to ensure it does not create glare or spillover onto adjacent properties. Any new lighting installed for the proposed expansion will be directional and shielded downward to provide adequate illumination for security and safety while minimizing impacts on neighboring properties, including the nearby schools.

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

This development will meet the current commercial district landscaping requirements.

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

According to the 2003 Future Land Use Plan, the subject property is designated as *Public*. This category includes government buildings, offices, facilities, and non-park properties (including cemeteries), as well as public schools and other institutional uses such as university campuses. Although the existing and proposed use does not align with this designation, the property is located along a major thoroughfare that includes a mix of public and low-intensity commercial uses. The proposed Specific Use Permit will allow an existing, established use to come into conformance with the zoning ordinance and to expand in a manner that is compatible with the surrounding development pattern.

Staff finds that the proposed use is generally consistent with the goals and intent of the Comprehensive Plan by supporting orderly development along the Loop 224 corridor and is compatible with nearby uses.

PUBLIC ENGAGEMENT:

- September 24, 2025 – Staff mailed four (4) neighborhood meeting notice postcards to property owners within 500 feet of subject property.
- October 9, 2025 – Staff coordinated a neighborhood meeting in the city council chambers on behalf of the applicant to receive input from surrounding property owners. None of the neighboring residents attended the meeting.
- October 20, 2025 – Staff mailed four (4) 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.
- October 26, 2025 – Legal ad published in the Daily Sentinel newspaper.

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

The Planning and Zoning Commission approved this item by unanimous vote (5-0) on November 10, 2025.

FINANCIAL:

No financial impact associated with this item.

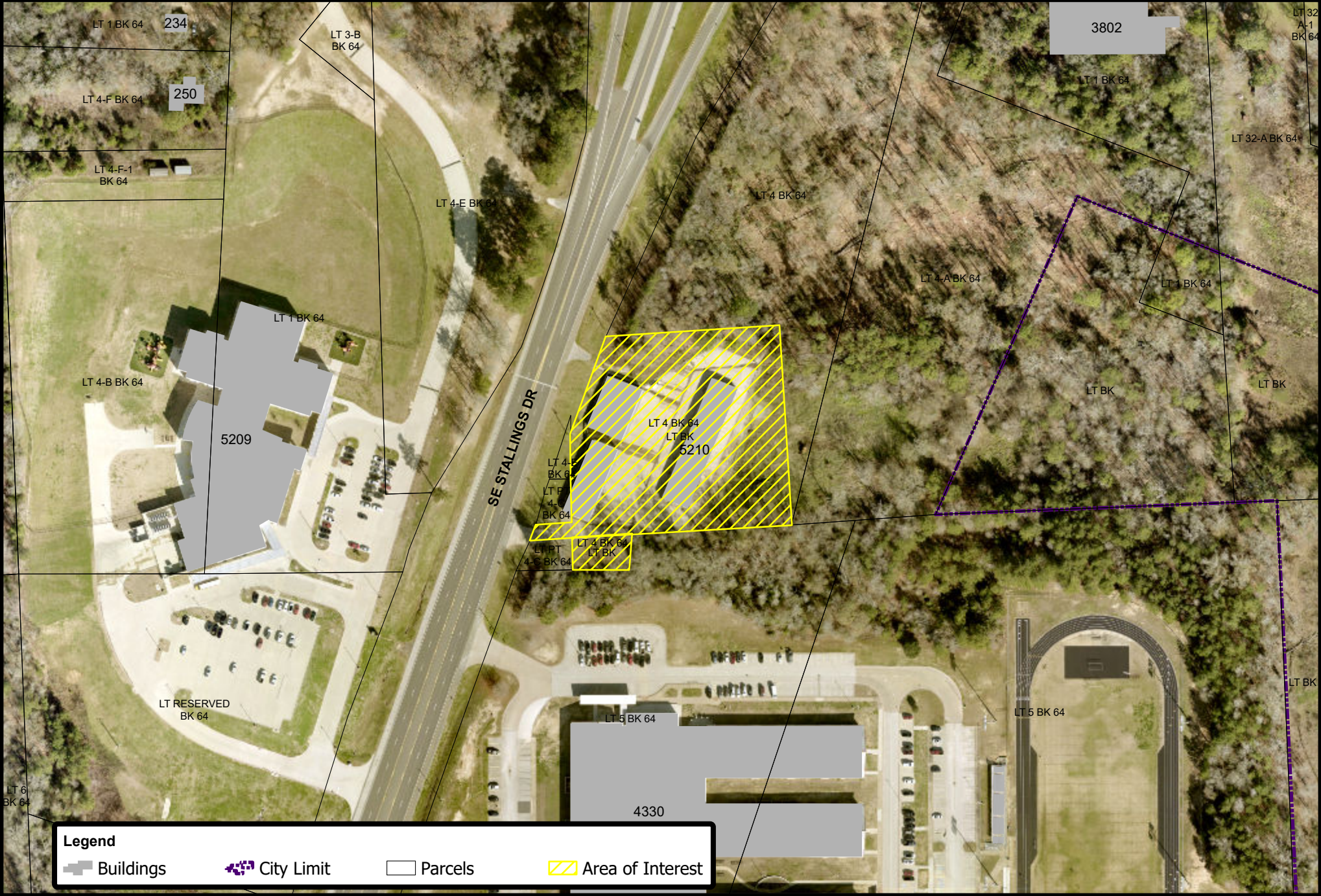
COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

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. Site Photos

SUP2025-05 Aerial Map



Legend

Buildings

City Limit

Parcels

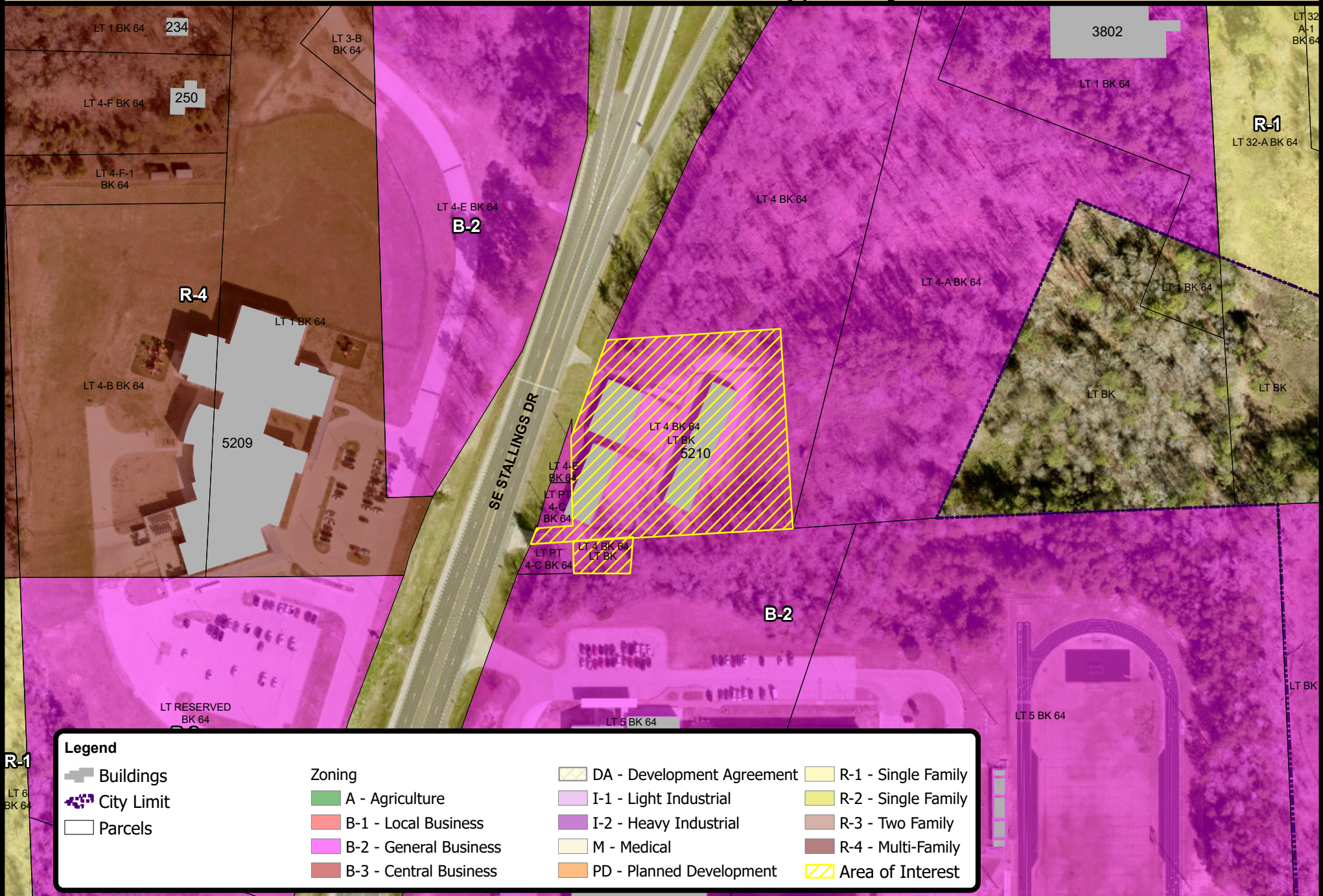
Area of Interest

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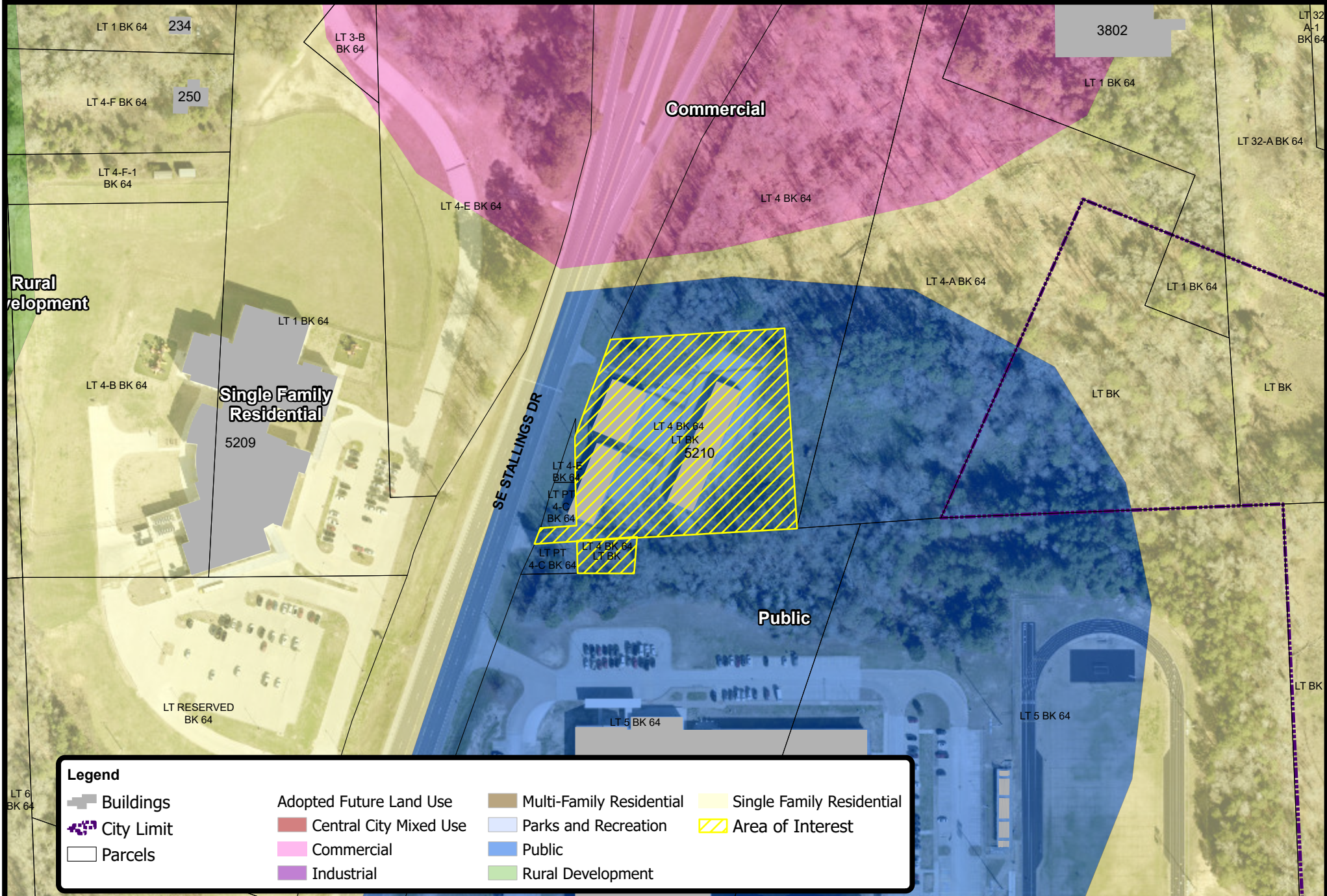
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SUP2025-05 Zoning Map



SUP2025-05 Future Land Use Map

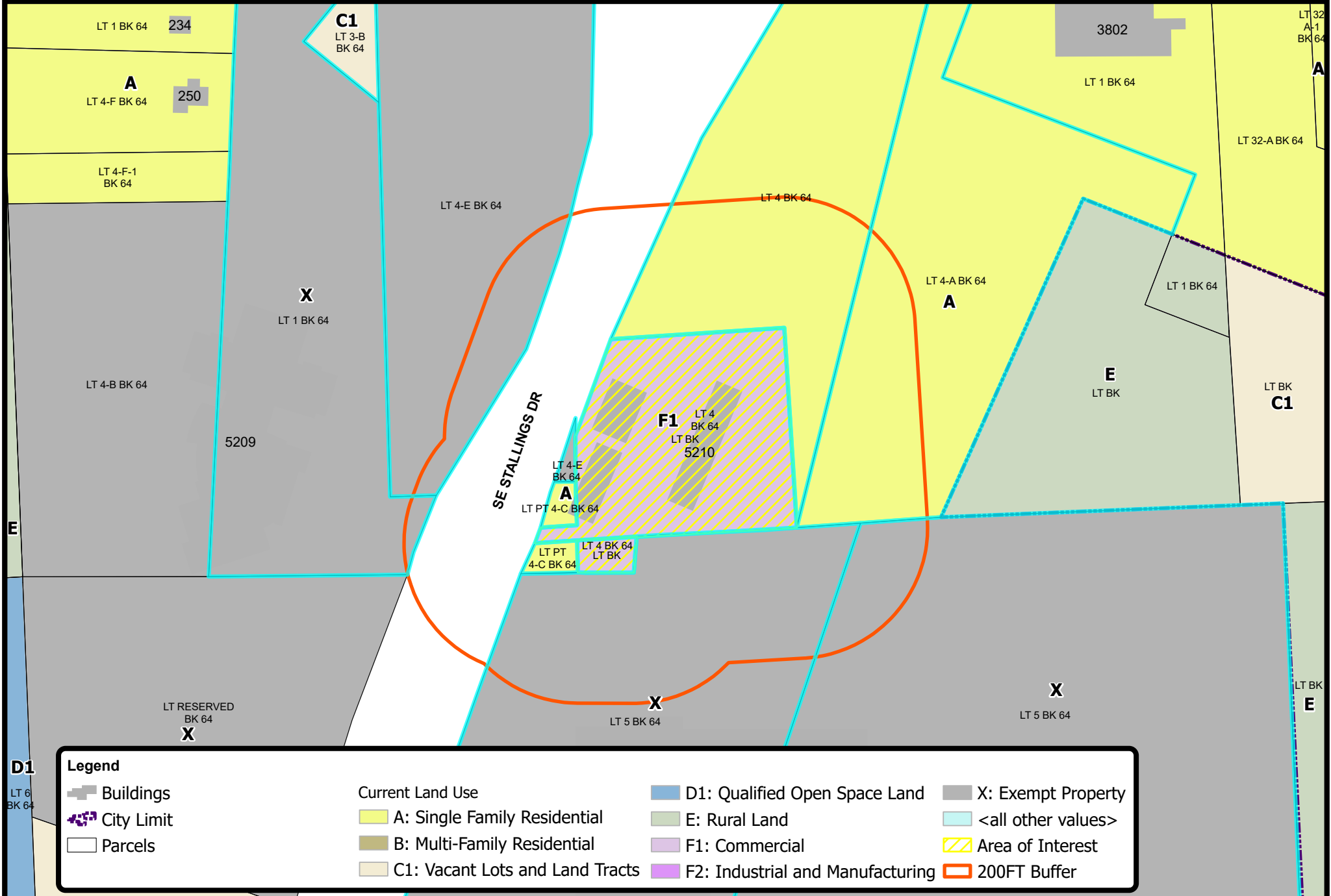


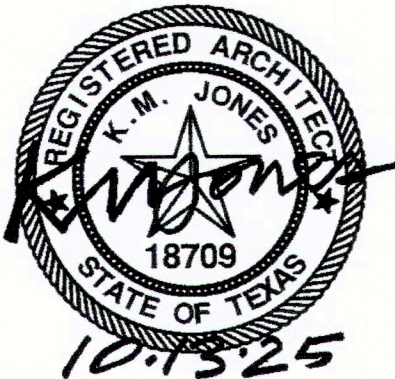
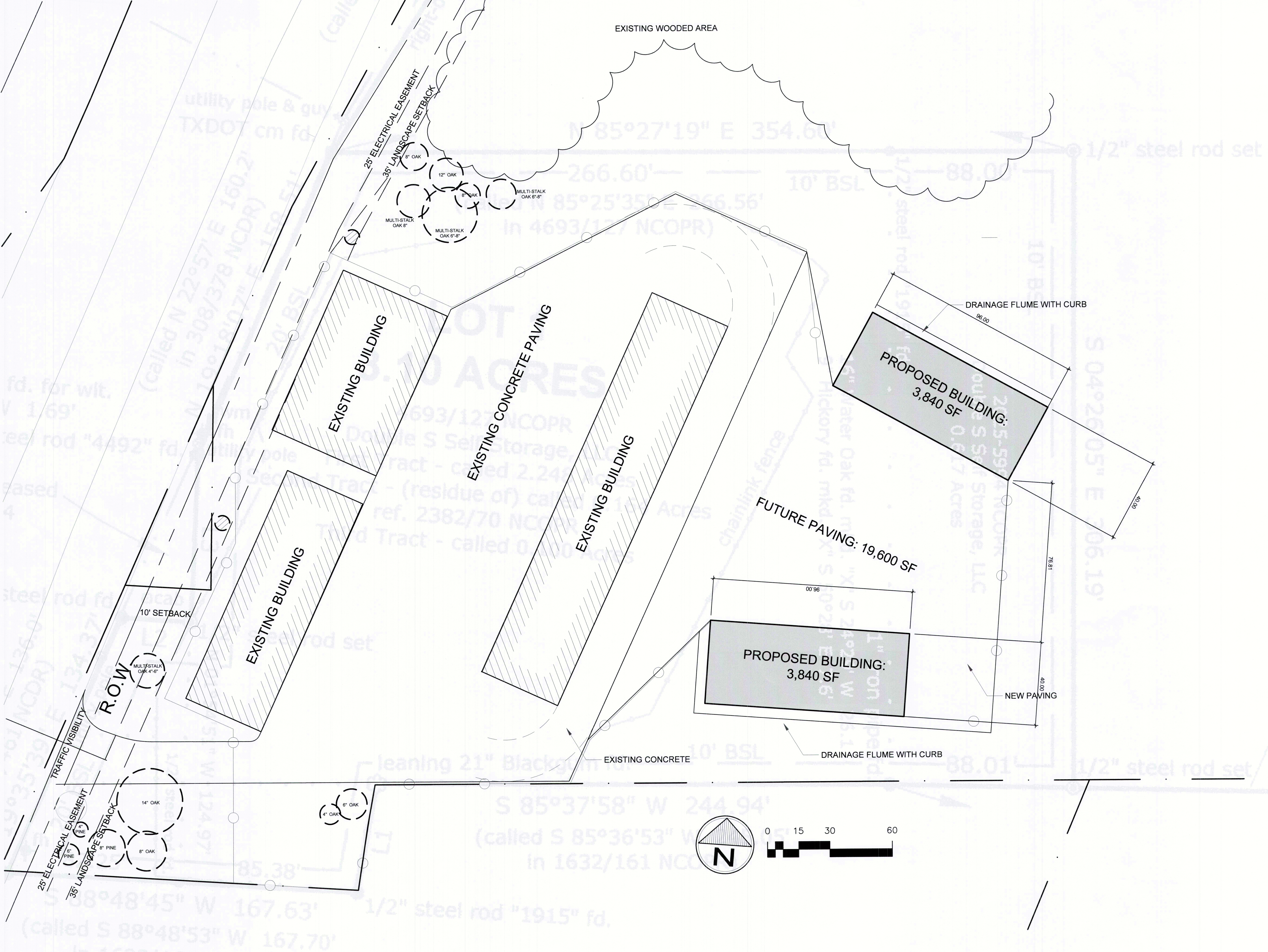
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SUP2025-05 Notification Map





SUP2025-05 Site Photos



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 effects sections found in the zoning ordinance, a recommendation from the Planning & Zoning Commission as required under Sec. 118-139. Pursuant to these requirements, 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. At its meeting of November 10, 2025, the Planning & Zoning Commission further considered the ordinance amendment. Following the staff presentation and a discussion by the Commission, the Commission voted unanimously to recommend the amended ordinance.

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 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: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of an Ordinance of the City of Nacogdoches, Texas, Amending Chapter 94—"Taxation", Article IV—"Hotel Occupancy Tax", Division 1—"Generally" and Division 2—"Assessment and Collection", 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 ordinance seeks to amend portions of Chapter 94 of the Code of Ordinances, which, among other things, governs the City's assessment and collection of the local portion of hotel occupancy taxes ("HOT"), as authorized under the Texas Tax Code. Tex. Tax Code §§351.001 et seq. permits municipalities to impose by ordinance HOT tax on "a person who, under a lease, concession, permit, right of access, license, contract, or agreement, pays for the use or possession or for the right to the use or possession of a room that is in a hotel, costs \$2 or more each day, and is ordinarily used for sleeping."

Since the implementation of Chapter 94, the Tax Code has been amended by the Legislature, and the proposed amendment seeks to likewise update language within Article IV of Chapter 94 in order to align more closely with the applicable provisions found in Chapter 351. These revisions include: (1) the addition of "short-term rental" to the definition of "hotel"; (2) updating and moving Sec. 94-142-Penalties from Division 1 to Division 2 to clarify its application to the City's assessment and collection of the HOT tax; (3) the addition of a specific deadline for payment of the HOT tax to Sec. 94-173; and (4) the removal of Sec. 94-177 which is duplicative of Sec. 94-179 (now numbered 94-178) and may cause confusion.

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_94_HOT tax

Hotel occupancy taxesORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING CHAPTER 94 – “TAXATION”, ARTICLE IV. – “HOTEL OCCUPANCY TAX”, DIVISION 1 – “GENERALLY” AND DIVISION 2 – “ASSESSMENT AND COLLECTION”, 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, municipalities in the State of Texas are authorized under Tex. Tax Code §§351.001 et seq. to impose by ordinance a hotel occupancy tax on “a person who, under a lease, concession, permit, right of access, license, contract, or agreement, pays for the use or possession or for the right to the use or possession of a room that is in a hotel, costs \$2 or more each day, and is ordinarily used for sleeping”; and

WHEREAS, the City of Nacogdoches is authorized under Article III, §1 of its Charter to “... to levy and collect, annually upon the property and shares of corporations, companies and corporate institutions, as the same are now or may be assessed by the State laws, and shall have full power to enforce the collection of such taxes”; and

WHEREAS, the City Council of the City of Nacogdoches has exercised such authority and adopted ordinances which specific the applicable rules and regulations related to the assessment and collection of hotel occupancy taxes; 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 94 – “TAXATION”, ARTICLE IV. – “HOTEL OCCUPANCY TAX”, DIVISION 1 – “GENERALLY”, of the Code of Ordinances of the City of Nacogdoches, Texas, is hereby amended as set hereafter to include the following:

DIVISION 1. GENERALLY

Sec. 94-141. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Consideration means the cost of the room in a hotel only if the room is one ordinarily used for sleeping, and does not include the cost of any food served or personal services performed by the hotel for the occupant of such room not related to the cleaning and readying of such room for occupancy.

Hotel means a building in which members of the public obtain sleeping accommodations for consideration. The term includes a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, ~~or~~ bed and breakfast, or short-term rental. The term does not include the following:

- (1) A hospital, sanitarium, or nursing home; or
- (2) A dormitory or other housing facility owned or leased and operated by an institution of higher education or a private or independent institution of higher education, as those terms are defined by V.T.C.A., Texas Education Code § 61.003, used by the institution for the purpose of providing sleeping accommodations for persons engaged in an educational program or activity at the institution.

Occupancy means the use or possession or the right to the use or possession of any room in a hotel if the room is one ordinarily used for sleeping and if the occupant's use, possession, or right to use or possess extends for a period of less than 30 days.

Occupant means anyone who, for a consideration, uses, possesses, or has a right to use or possess any room in a hotel if the room is one ordinarily used for sleeping.

Person means any individual, company, corporation or association owning or operating, managing or controlling any hotel.

Short-term rental means the rental of all or part of a residential property to a person who is not a permanent resident under Texas Tax Code §156.101.

(Code 1971, § 27-33)

Cross reference(s)—Definitions generally, § 1-2.

State law reference(s)—Definitions, V.T.C.A., Texas Tax Code §§ 156.001, 351.001.

~~Sec. 94-142. Penalties.~~

~~If any person shall fail to collect the tax imposed in this article or shall fail to file a report as required in this article or shall fail to pay to the city secretary the tax imposed in this article when such report or payment is due or shall file a false report, such person~~

~~shall be punished, upon conviction, by a fine as provided in section 1-14. Such person who fails to collect or remit the tax within the time required or who violates the reporting requirements imposed by this article shall, in addition to the amount of any tax owed under this article, be liable to the city for the city's reasonable attorney fees and a penalty equal to 15 percent of the total amount of the tax owed. Delinquent taxes shall draw interest at the rate of 12 percent per annum beginning 60 days from the date due.~~

~~(Code 1971, § 27-38)~~

~~State law reference(s) — Penalties, V.T.C.A., Tax Code §§ 111.060, 351.004.~~

Secs. 94-~~143~~142—94-170. Reserved.

SECTION III

CHAPTER 94 – “TAXATION”, ARTICLE IV. – “HOTEL OCCUPANCY TAX”, DIVISION 2 – “ASSESSMENT AND COLLECTION”, of the Code of Ordinances of the City of Nacogdoches, Texas, is hereby amended as set hereafter to include the following:

DIVISION 2. ASSESSMENT AND COLLECTION

Sec. 94-171. Levy of tax.

There is levied a tax upon the occupancy of any sleeping room furnished by any hotel in the city or within the city's extraterritorial jurisdiction, where the cost of occupancy is at the rate of \$2.00 or more per day. The tax shall be equal to seven (7) percent of the consideration paid by the occupant of such room to such hotel.

(Code 1971, § 27-32(a))

Sec. 94-172. Exemption.

- (a) A United States governmental entity described in V.T.C.A., Texas Tax Code § 156.103(a) is exempt from the payment of tax authorized by this division.
- (b) A state governmental entity described in V.T.C.A., Texas Tax Code § 156.103(b) shall pay the tax imposed by this division but is entitled to a refund of the tax paid.
- (c) A person who is described by V.T.C.A., Texas Tax Code § 156.103(d) is exempt from the payment of tax authorized by this division.
- (d) A person who is described by V.T.C.A., Texas Tax Code § 156.103(c) shall pay the tax imposed by this division but the state governmental entity with whom the person is associated is entitled to a refund of the tax paid.

- (e) To receive a refund of tax paid under this division, the governmental entity entitled to the refund must file a refund claim on a form provided by the city and containing the information required by the city. The state comptroller by rule shall prescribe the form that must be used and the information that must be provided.
- (f) A governmental entity may file a refund claim with the city under this division only for each calendar quarter for all reimbursements accrued during that quarter.

(Code 1971, § 27-32(b), (c))

State law reference(s)—Similar provisions, V.T.C.A., Texas Tax Code § 351.006.

Sec. 94-173. Collection.

Every person owning, operating, managing or controlling any hotel within the city or within the city's extraterritorial jurisdiction shall collect the tax imposed in section 94-171 for the city. The tax shall be paid to the city on a monthly basis, and shall be due on or before the last day of the month following the month in which the tax is collected. Payment of the tax shall be accompanied by a complete and accurate report, in a form provided by the city, showing the price paid for all rooms ordinarily used for sleeping, the amount of taxes collected, and such other information as the city may reasonably require.

(Code 1971, § 27-34)

Sec. 94-176. Administration, management and supervision of programs and activities funded by tax.

The city council may delegate the administration, management and supervision of programs and activities funded by the tax levied under this division pursuant to V.T.C.A., Texas Tax Code § 351.001 et seq.

(Code 1971, § 27-37; Ord. No. 1535-11-09, § 3, 11-17-2009)

~~Sec. 94-177. Duty and liability of hotel or motel purchaser or buyer.~~

~~Any person purchasing a hotel or motel shall retain out of the purchase price an amount sufficient to cover any hotel or motel tax due the city. If the buyer does not remit to the city such amount or show proof that the hotel or motel is current in remitting its occupancy taxes, the buyer shall become liable for any delinquent hotel or motel occupancy taxes owed on the purchased hotel or motel.~~

~~(Code 1971, § 27-39)~~

Sec. 94-~~178~~177. Collection by city.

- (a) The city attorney or other attorney acting for the city may bring suit against a person required to collect the tax imposed by this division and pay the collections over to the city and who has failed to file a tax report or pay the tax when due to collect the tax not paid or to enjoin the person from operating a hotel in the city until the tax is paid or the report filed, as applicable, as provided by the court's order.
- (b) The remedy provided by this section is in addition to other available remedies.

(Code 1971, § 27-40)

State law reference(s)—Tax collection, ~~V.T.C.A., Texas~~ Tax Code § 351.004.

Sec. 94-~~179~~178. Collection procedures on purchase of hotel.

- (a) If a person who is liable for the payment of a tax imposed under this division is the owner of a hotel and sells the hotel, the successor to the seller or the seller's assignee shall withhold an amount of the purchase price sufficient to pay the amount due until the seller provides a receipt by a person designated by the city to provide a receipt showing that the amount has been paid or a certificate that no tax is due.
- (b) The purchaser of a hotel who fails to withhold an amount of the purchase price as required by this section is liable for the amount required to be withheld to the extent of the value of the purchase price.
- (c) The purchaser of a hotel may request that the person designated by the city to provide a receipt under subsection (a) of this section issue a certificate stating that no tax is due or issue a statement of the amount required to be paid before a certificate may be issued. The person designated by the city shall issue the certificate or a statement not later than the 60th day after the date that the person receives the request.
- (d) If the person designated by the city to provide a receipt under subsection (a) of this section fails to issue the certificate or statement within the period provided by subsection (c) of this section, the purchaser is released from the obligation to withhold the purchase price or pay the amount due.

(Code 1971, § 27-41)

State law reference(s)—Collection procedures, ~~V.T.C.A., Texas~~ Tax Code § 351.0041.

Sec. 94-~~180~~179. Reimbursement for collection expenses.

- (a) The city may permit a person who is required to collect and pay over to the city the tax authorized by this division to withhold not more than one (1) percent of the

amount collected and required to be reported as reimbursement to the person for the costs in collecting the tax.

- (b) The city may provide that the reimbursement provided by this section be forfeited because of a failure to pay the tax or to file a report as required by the city.

(Code 1971, § 27-42)

State law reference(s)—Reimbursement for collection expenses, ~~V.T.C.A., Texas~~ Tax Code § 351.005.

Sec. 94-14280. Penalties and interest.

~~If any person shall fail to collect the tax imposed in this article, or shall fail to file a report as required in this article, or shall fail to pay to the city secretary the tax imposed in this article when such report or payment is due, or shall file a false report, that person shall, in addition to the amount of any tax owed under this article, be liable to the city for: such person shall be punished, upon conviction, by a fine as provided in section 1-14.~~

- (a) ~~Such person who fails to collect or remit the tax within the time required or who violates the reporting requirements imposed by this article shall, in addition to the amount of any tax owed under this article, be liable to the city for the city's reasonable attorney fees;~~
- (b) ~~and a penalty equal to fifteen (15) percent of the total amount of the tax owed due if the tax has been delinquent for at least one complete fiscal quarter; and,~~
- (c) ~~Delinquent taxes shall draw interest at the rate of twelve (12) percent per annum, which accrues from the first day after the date the tax is due until the tax is paid beginning 60 days from the date due.~~

(Code 1971, § 27-38)

State law reference(s)—Penalties, ~~V.T.C.A., Texas~~ Tax Code §§ 111.060, 351.004.

Sec. 94-181. Offense.

Any person who violates the provisions of this article shall, upon conviction, be fined in accordance with Section 1-14 of the Code of Ordinances.

Secs. 94-~~181~~182—94-205. Reserved.

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 Chapter 94 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:

Jerry Baker, City Attorney

APPROVED AS TO CONTENT:

Todd Simoneaux, Interim Director of
Finance