



City Council January 6, 2026

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

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

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

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.
4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes for the regular meeting held on December 16, 2025. (City Secretary)
 - B. Consider approval of a contract by and between the City of Nacogdoches and Saicam Electric for LED Light Replacement Services at the Surface Water Treatment Plant in the total amount not to exceed \$43,287.68. (Asst. Director of Public Works/Asst. City Engineer)
 - C. Consider approval of purchase of a 2026 Ford F-550 Service Repair Truck from Sames Bastrop Ford, utilizing TIPS Cooperative Purchasing Contract #240901, in the total amount of \$171,003.00 (Public Works Operations Manager).

- D. Consider authorization for the execution of tax resale deeds related to the following properties located in the City of Nacogdoches: (1) Property ID #24445 (810 S. Shawnee Street); (2) Property ID #31351 (718 Arthur Weaver Street); and (3) Property ID #33085 (1305 Meisenheimer Street). (City Attorney).
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. Discussion of electronic bill presentment and payment options for City utility and other eligible receivable accounts. (Assistant Director of Finance)
7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
 - A. Real Property – Pursuant to Texas Government Code Section 551.072, a governmental body may conduct a closed meeting to deliberate on the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person. The subject of this Executive Session is to discuss and consider approval of a proposed letter of intent related to the Stone Fort Museum. (City Manager)
8. ADJOURN.



Karen Hadnot
City Secretary



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

CERTIFICATION

This meeting will be conducted pursuant to Chapter 551 of the Texas Government Code. The Council reserves the right to adjourn into Executive Session at any time during the meeting to discuss any of the above posted agenda, as authorized by Texas Local Government Code Sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [deliberations regarding economic development negotiations]. The City of Nacogdoches is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications may be provided upon request. Please contact the City Secretary at (936) 559-2506 for information. I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas 75961, on December 30, 2025 by 5:00 pm pursuant to Chapter 551 of the

Texas Government Code.

Karen Hadnot, City Secretary



City Council Meeting

Date: January 6, 2026

Agenda Item: 5.A.

PRESENTER:

ITEM/SUBJECT: Consider approval of minutes for the regular meeting held on December 16, 2025. (City Secretary)

SUMMARY/BACKGROUND: This item includes draft minutes for the City Council's regular meetings held on December 16, 2025.

FINANCIAL:

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

CITY CONTACT:

ATTACHMENTS: 1. Regular CC Meeting 12162025



Regular Session
Nacogdoches City Council
December 16, 2025 – 5:30 p.m.
Council Chambers
202 E. Pilar, Nacogdoches, TX

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

1. Called to order at 5:30 p.m.
2. Pledge of Allegiance.
3. Open Forum:

Mayor Johnson opens the floor for public comments. There being none. The floor was closed

4. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA:

There being no item removed for the consent agenda.

5. CONSENT AGENDA:

Council Member Huckaby made a motion to approve Consent Agenda Items. Council Member Maule seconded the motion, which was unanimously approved.

6. REGULAR AGENDA:

Mayor Johnson called the next item on the Regular Agenda.

- 6A. Consider approval or Resolution 1405-12-25 regarding the submission of a Resilient Communities Program grant application by the City of Nacogdoches to the Texas General Land Office to Develop an updated Comprehensive Plan.

Michael Neu, the Executive Director of Infrastructure and Development, came forward to present the agenda item. Mr. Neu stated that this item is for the council's consideration to approve a resolution for the city to apply for a grant from the General Land Office (GLO). He explained that this program has been available for some time, and the deadline for this particular funding opportunity is approaching. The city has already received funding to prepare a hazard mitigation plan update, with a total of \$100,000 allocated for that plan, which is separate from this grant.

Mr. Neu emphasized that this new funding could greatly assist in the development of the Comprehensive Plan. He also mentioned that the Resilient Communities Program provides funding for a variety of initiatives. Mr. Neu elaborated on some of the specific projects that the Resilient Communities Program supports.

To provide some context regarding our prior actions, it's important to understand our current plan. The existing comprehensive plan was approved in July 2003. In many cities, it's standard practice to update the comprehensive plan approximately every five years. However, I have reviewed our previous ordinances and it appears we haven't formally updated our plan in consistent five-year increments. We did attempt a major update a couple of years ago in 2022 when we hired the DTJ Design Group to create several plans, including a comprehensive plan, a downtown plan, a housing study, and a future I-69 plan. However, we decided to halt that work. The reasons for this pause can be part of our discussion. If we are awarded a grant for this comprehensive plan

update, we can certainly go into things that will hopefully lead to its approval and adoption in the near future.
Motion was made by Council Member Brad Maule to approve the Resolution 1405-12-25 regarding the submission of a Resilient Communities program grant applicant by the City of Nacogdoches to the Texas General Land Office to Develop an updated Comprehensive Plan. Council Member Belanger seconded the motion with unanimous affirmative vote being recorded.

7. **EXECUTIVE SESSION**

The Mayor and Council adjourned into Executive Session at 6:30pm

7A. No action taken

8. **ADJOURNED:** 7:04p.m.

A full recording of the Regular City Council Meeting for December 16, 2025, may be viewed here: [Regular City Council Meeting – 20251216](#)

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Karen Hadnot, City Secretary

PRESENTER: Jason Vickery, Assistant City Engineer

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Saicam Electric for LED Light Replacement Services at the Surface Water Treatment Plant in the total amount not to exceed \$43,287.68. (Asst. Director of Public Works/Asst. City Engineer)

SUMMARY/BACKGROUND: The City's Surface Water Treatment Plant (SWTP) has inadequate and/or outdated lights throughout the facility. On December 4, 2025, the City received bids for LED Light Replacement Services to facilitate the installation of new replacement LED Lights at the SWTP. The replacement shall include new fixtures and bulbs with like or equivalent as well as any required wiring repairs at the light location.

Five (5) contractors submitted bids as follows:

Saicam Electric	\$43,287.68
P&I Electric	\$49,558.50
Ludco	\$69,561.82
E3	\$73,975.00
Rozelle Electric	\$85,791.00

It is recommended that the contract be awarded to Saicam Electric. Saicam Electric is a local firm that has provided electrical services for the city previously and is familiar with the SWTP.

FINANCIAL:

Item is budgeted:

Account No.: 30.36.680.97
Account Name: *SWTP LED Lighting (CIP)*
Amount: \$43,287.68

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

Infrastructure

CITY CONTACT:

ATTACHMENTS:

1. Contract 26-10-104 - SWTP LED LIGHT REPLACEMENT SERVICES (SAICAM ELECTRIC)
2. Bid Tabulation Sheet

**CONTRACT FOR CONSTRUCTION
WORK FOR LESS THAN \$50,000**

This Contract by and between the **City of Nacogdoches**, a Texas home-rule municipal corporation (the "City") and SAICAM ELECTRIC (the "Contractor"), for the following work: SWTP LED LIGHT REPLACEMENT SERVICES, a service provided by Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit A and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed Forty Three Thousand Two Hundred Eighty Seven and 68/100 Dollars (\$43,287.68). Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. In the event that the total amount of this Contract is amended by written change order to exceed \$50,000.00 and upon request of the City, Contractor shall, pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, provide a payment bond. The bond shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute a payment bond for the full Contract Amount, as amended.
 - (b) The bond surety shall be authorized under the laws of the State of Texas to provide a payment bond and shall have attached proof of authorization of the surety to act in the payment of bonds.
 - (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bond in the form required by the City, together with valid original powers of attorney, **within ten (10) calendar days following request by the City.** The bond shall be incorporated and made part of this Contract for all purposes.
 - (d) The payment bond shall remain in effect for a period of one (1) year after Final Completion of the work.
 - (e) If at any time during the execution of this Contract in the required period thereafter, the bond becomes invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) calendar days such other bond, which bond shall assure payment as required.
6. **Time is of the essence in this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

Twenty Days from Start of the Project, or January 25th, 2026, whichever is first.

7. **Liquidated Damages**

- (a) The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

- (b) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of One Hundred and **no/100 DOLLARS (\$100.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.
8. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
9. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as described above. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.
10. The Contractor 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 Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall name Nacogdoches, its employees, and officials as additional insureds. See Exhibit "B" for insurance requirements. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit "C."
11. **It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims,**

losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

12. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.
13. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
14. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid on this project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit "D". Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of this paragraph, either the Contractor or the subcontractor, as the case may be, shall pay the City Sixty Dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.
15. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
16. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

17. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
18. This Contract may only be amended by written instrument approved and executed by the parties.
19. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
20. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
21. 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.
22. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
23. 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.
24. 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.
25. This Contract represents the entire and integrated agreement between the City and Contractor 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.
26. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

SAICAM ELECTRIC

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF NACOGDOCHES

By:_____

City Manager

Date:_____

APPROVED:

City Attorney

Date:_____

Exhibit "A" **SCOPE OF SERVICES**

QUOTATION FORM					
A. DATES FOR COMPLETION					
Response must show the number of days required to provide services to the City's designated location under normal conditions. Unrealistically short or long completion promises may cause Response to be disregarded. Failure to state completion time obligates Respondent to complete services in 30 calendar days.					
FOB: NACOGDOCHES, TX					
COMPLETION DATE: <u>20 days</u> (calendar days)					
B. DISCOUNTS					
Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.					
C. QUANTITIES					
Quantities indicated below are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.					
D. UNIT PRICES					
Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The City reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.					
E. VALIDITY OF PRICING					
Pricing will be considered firm for acceptance for a minimum of 60 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of parties.					
F. QUOTATION					
All Responses must be submitted on the form(s) provided below:					
<u>Item #</u>	<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	<u>34</u>	<u>EA</u>	<u>Westgate 15W LED</u>	<u>\$ 185.00</u>	<u>\$ 6,290.00</u>
2.	<u>14</u>	<u>EA</u>	<u>Westgate 100W LED</u>	<u>\$ 305.71</u>	<u>\$ 4,279.94</u>
3.	<u>20</u>	<u>EA</u>	<u>Westgate 15W LED</u>	<u>\$ 185.00</u>	<u>\$ 3,700.00</u>
4.	<u>5</u>	<u>EA</u>	<u>Nuvo 20W LED sealed</u>	<u>\$ 257.50</u>	<u>\$ 1,287.50</u>
5.	<u>42</u>	<u>EA</u>	<u>Westgate 150W LED</u>	<u>\$ 577.73</u>	<u>\$ 24,264.66</u>
6.	<u>1</u>	<u>EA</u>	<u>Westgate 150W LED</u>	<u>\$ 577.73</u>	<u>\$ 577.73</u>
7.	<u>3</u>	<u>EA</u>	<u>Westgate 150W LED</u>	<u>\$ 577.73</u>	<u>\$ 1,733.19</u>
8.	<u>2</u>	<u>EA</u>	<u>Westgate 150W LED</u>	<u>\$ 577.73</u>	<u>\$ 1,154.66</u>
CITY OF NACOGDOCHES ITB FOR LED LIGHT REPLACEMENT SERVICES					

Exhibit “B”
INSURANCE REQUIREMENTS

During the term of this Agreement, Contractor’s insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. “Claims made” policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Nacogdoches.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of Nacogdoches.
- 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.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.

- B. Limit of \$500,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$1,000,000.00 which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Personal & Advertising Liability; and, Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$500,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 on the declarations page.
- E. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

- V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the City as an additional insured and further providing that those policies are primary to any insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. 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. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before work commences.

VI. Workers' Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. The worker's compensation insurance shall include the following terms:
1. Employer's Liability shall be no less than the required statutory minimum limits for each accident.
 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.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the

Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts to

perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and admitted to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms provided by the Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of Nacogdoches.
- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit “C”
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Exhibit "D"
DAVIS BACON WAGE RATES

<https://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

(insert the proper wage rates for Nacogdoches County and select Bldg OR Hwy work)

NOT APPLICABLE

Bid Tabulation Sheet

Project Name: 26-10-104 LED Light Replacement Services__

Bid Opening Date: __12/4/2025__

General Contractor (Bidder)	Bid Bond	Addenda (if any)	Statement of Qualifications (if any)	Labor	Materials	Completion Timeframe	Alternates		Total Bid
Rozell Electric	N/A	Both	N/A	\$ 51,000.00	\$ 34,791.00	78 days			\$ 85,791.00
E3	N/A	Both	N/A	Built Into Materials Cost	\$ 52,783.00	21 days	\$ 21,192.00		\$ 73,975.00
LUDCO	N/A	Both	N/A	Built Into Materials Cost	\$ 69,561.82	30 days			\$ 69,561.82
P&I	N/A	Both	N/A	Built Into Materials Cost	\$ 49,558.50	30 days			\$ 49,558.50
SAICAM	N/A	Both	N/A		\$ 43,287.68	20 days			\$ 43,287.68

E3's base bid was for a "Value" grade lighting, which is rated for five years and is of lower quality than a Premium Grade light fixture. E3 provided two quality upgrades at an additional expense. For the purposes of the bid, we considered their highest quality upgrade, which is the "Premium" level with a 10 year life rating. That additional cost is the \$21,192 that was included in their total bid.

PRESENTER: Cary Walker, Public Works Manager

ITEM/SUBJECT: Consider approval of purchase of a 2026 Ford F-550 Service Repair Truck from Sames Bastrop Ford, utilizing TIPS Cooperative Purchasing Contract #240901, in the total amount of \$171,003.00 (Public Works Operations Manager).

SUMMARY/BACKGROUND: Public Works Operations Division staff have procured a quote for a new Service Repair Truck for use in the Fleet Maintenance Division in the amount of \$171,003.00 from Sames Bastrop Ford. This truck is used by Fleet Maintenance mechanics to respond to roadside emergency repairs of vehicle and equipment failures. It includes additional equipment such as air compressor, welder, crane hoist and cutting torches needed to repair larger heavy equipment and sanitation trucks in-situ. Sames Bastrop Ford is under a TIPS cooperative purchasing contract (TIPS Contract #240901) which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). This is a budgeted item in the FY25-26 budget for capital equipment.

FINANCIAL:

Item is budgeted:

Account No.: 31.40 680.20

Account Name: *Sanitation Fund – Vehicle Capital Expense*

Amount: \$ 180,000.00

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

Not Applicable

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

ATTACHMENTS:

1. Service Repair Truck Quote
2. Service Repair Truck Budget

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER

**VEHICLE INFORMATION:**

OPTIONS | UPGRADE

UPFITTER INFORMATION

DESCRIPTION:

Please see attached.

TRADE-IN INFORMATION

TERMS AND CONDITIONS:

2025 / 2026 Sanitation Fund Capital Equipment

Capital Equipment:

Sanitation Collection	Covered Pavillion	\$	25,000
Sanitation Collection	Service Repair Truck	\$	180,000
Sanitation Collection	Front Load Garbage Truck	\$	450,000
Sanitation Disposal	Finn Daily Cover Machine	\$	130,000
Sanitation Disposal	Steel Wheel Compactor	\$	750,000
Santation Non Departmental	Trailer Mounted Personnel Lift (1/3 split)	\$	20,000

Capital Equipment Total	\$	1,555,000
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PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider authorization for the execution of tax resale deeds related to the following properties located in the City of Nacogdoches: (1) Property ID #24445 (810 S. Shawnee Street); (2) Property ID #31351 (718 Arthur Weaver Street); and (3) Property ID #33085 (1305 Meisenheimer Street). (City Attorney).

SUMMARY/BACKGROUND:

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

- A bid was received from George Barham IV in the amount of \$2,000.00 for Lot 26-A of Block 53, City of Nacogdoches, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 24445. This property is located at 810 S. Shawnee Street, Nacogdoches, Texas;
- A bid was received from George Barham IV in the amount of \$5,000.00 for Lot 3A of Block 8 of the resubdivision of the John G. Orton First Addition, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 31351. This property is located at 718 Arthur Weaver Street, Nacogdoches, Texas; and
- A bid was received from Marilyn Stripling in the amount of \$2000.00 for Lot 15, Block 6 of the Cleaver Subdivision of the J. Thorn Survey, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 33085. This property is located at 1305 Meisenheimer Street, Nacogdoches, Texas.

FINANCIAL:

Item is estimated to generate additional revenue: \$8,194.79

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Jerry Baker, City Attorney
bakerj@nactx.us
(936) 559-2505

ATTACHMENTS:

1. Resale Bid PID 24445
2. Resale Bid PID 31351
3. Resale Bid PID 33085

EXHIBIT "A"**BID ANALYSIS**

Cause #:	C2338239	Property ID #	24445
Previous Owner:	Johnny Whitaker and Prentice Whitaker	Judgment Value:	\$16,530.00
Bid Amount:	\$2,000.00	Date of Sale:	MARCH 7, 2023
Bidders Name:	George Barham IV	Date Bid Submitted:	November 3, 2025
Deed Name:	Columbia Private Trust, Custodian, FBO George Barham IV, IRA 100%	Sale Recording Date:	MAY 9, 2023
Bidders Address:	409 E. Hospital St. Nacogdoches, TX 75961	Redemption Expires:	NOVEMBER 9, 2023

PROPERTY DESCRIPTION

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

(VACANT LOT, NO IMPROVEMENT)

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

JUDGMENT INFORMATION

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

COSTS

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

PROPOSED DISTRIBUTION

Bid Amount	\$2,000.00
Costs	\$6,894.36
Net to Distribute	\$0.00

Entity	Percentage	Amount to Disburse
NACOGDOCHES COUNTY	.35	\$0.00
CITY OF NACOGDOCHES	.43	\$0.00
NACOGDOCHES ISD	.22	\$0.00
	TOTAL	\$0.00

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

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

KNOW ALL MEN BY THESE PRESENTS that that CITY OF NACOGDOCHES, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of TWO THOUSAND DOLLARS AND 00/ 100 (**\$2,000.00**) and other good and valuable consideration, in hand paid by **Columbia Private Trust, Custodian, FBO George Barham IV, IRA 100%** Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239 in favor of CITY OF NACOGDOCHES, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY as Plaintiffs, as Intervenor, and **JOHNNY WHITAKER AND PRENTICE WHITAKER**, said property being described as follows:

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

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

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said **Columbia Private Trust, Custodian, FBO George Barham IV, IRA 100%**, Grantee, their heirs and assigns forever, so that neither that CITY OF NACOGDOCHES, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

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

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, CITY OF NACOGDOCHES has caused the presents to be executed on this _____ day of _____ 2026.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day _____ of _____ 2026.

NOTARY PUBLIC

Grantee:
Columbia Private Trust, Custodian, FBO George Barham IV, IRA 100%
1801 California Street, Suite 800
Denver CO 80202

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

Nacogdoches CAD Property Search

Property Details

Account		
Property ID:	24445	Geographic ID: 17-053-0026-010000
Type:	R	Zoning: CITY OF NAC
Condo:		
Effective Acres:	0.00	
Location		
Situs Address:	810 S SHAWNEE ST NACOGDOCHES, TX 75961	
Map ID:	340	
Legal Description:	LOT 26-A BLK 53	
Abstract/Subdivision:	CITY OF NA	
Owner ⓘ		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE	
Agent:		
Mailing Address:	, TX	
% Ownership:	100.0%	
Exemptions:	EX - For privacy reasons not all exemptions are shown online.	

Property Values

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

HS Cap Loss: ?	\$0 (-)
Circuit Breaker: ?	\$0 (-)
Appraised Value: ?	\$20,190
Ag Use Value:	\$0

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

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
01	NACOGDOCHES COUNTY	0.430000	\$20,190	\$0	\$0.00
12	CITY OF NACOGDOCHES	0.575960	\$20,190	\$0	\$0.00
36	NACOGDOCHES ISD	1.135200	\$20,190	\$0	\$0.00
50	NAC CNTY HOSPITAL DIST	0.036320	\$20,190	\$0	\$0.00

Total Tax Rate: 2.177480

Estimated Taxes With Exemptions: \$0.00

Estimated Taxes Without Exemptions: \$439.64

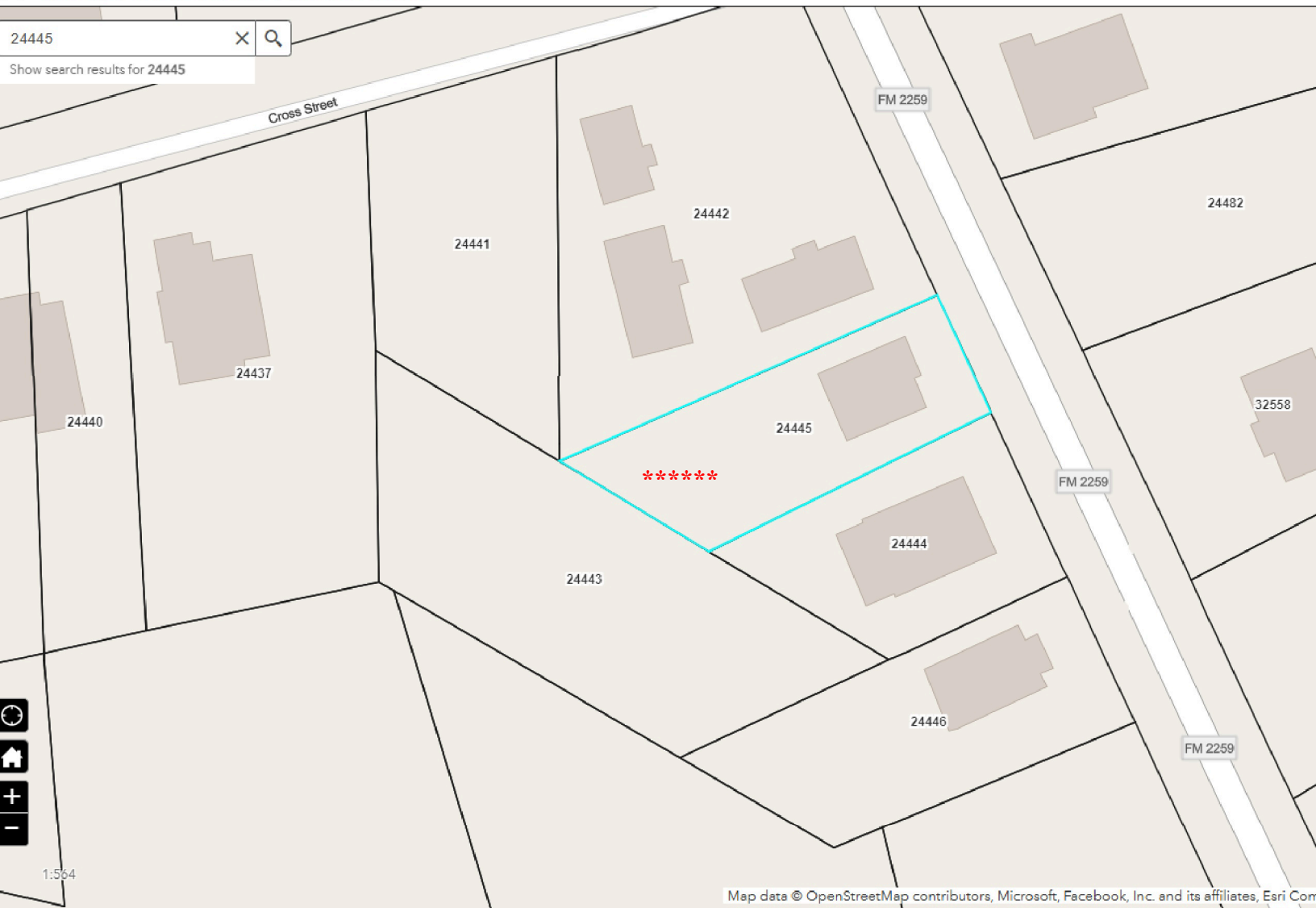


EXHIBIT "A"**BID ANALYSIS**

Cause #:	C2338239 (C1631675)	Property ID #	31351
Previous Owner:	Allie K. Davis Ferguson	Judgment Value:	\$23,270.00
Bid Amount:	\$5,000.00	Date of Sale:	MARCH 7, 2023
Bidders Name:	George Barham IV	Date Bid Submitted:	November 3, 2025
Deed Name:	Columbia Private Trust, Custodian, FBO George Barham IV, IRA 100%	Sale Recording Date:	MAY 9, 2023
Bidders Address:	409 E. Hospital St. Nacogdoches, TX 75961	Redemption Expires:	NOVEMBER 9, 2023

PROPERTY DESCRIPTION

BEING LOT 3A OF BLOCK 8, OF THE RESUBDIVISION OF THE JOHN G. ORTON FIRST ADDITION, RECORDED IN VOLUME 142 PAGE 388, ON INSTRUMENT RECORDED AUGUST 26, 1939, DEED RECORDS OF NACOGDOCHES COUNTY, TEXAS.

(IMPROVEMENT IS IN POOR CONDITION, (FALLING DOWN))

PROPERTY SITUS OR LOCATION: 718 Arthur Weaver St., Nacogdoches, Texas

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
NACOGDOCHES COUNTY	2006-2022	\$4,160.02
NACOGDOCHES ISD	2006-2022	\$9,706.59
CITY OF NACOGDOCHES	2006-2022	\$4,757.19
	TOTAL	\$18,623.80

COSTS

Court Costs	\$413.00	(Payable District Clerk)
Attorney Ad Litem	250.00	(Payable to Dean Watts)
PP Publication & ad litem Fee	\$301.00	(Payable to PBFCM)
Title Research, postage & s/o deed	\$664.36	(Payable to PBFCM)
Resale Deed Recording Fee	\$29.00	(Payable to County Clerk)
TOTAL	\$1657.36	

PROPOSED DISTRIBUTION

Bid Amount	\$5,000.00
Costs	\$1,657.36
Net to Distribute	\$3,342.64

Entity	Percentage	Amount to Disburse
NACOGDOCHES COUNTY	.22	\$735.38
NACOGDOCHES ISD	.52	\$1,738.17
CITY OF NACOGDOCHES	.26	\$869.09
	TOTAL	\$3,342.64

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

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

KNOW ALL MEN BY THESE PRESENTS that that CITY OF NACOGDOCHES, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of FIVE THOUSAND DOLLARS AND 00/ 100 (**\$5,000.00**) and other good and valuable consideration, in hand paid by **Columbia Private Trust, Custodian, FBO George Barham IV, IRA 100%** Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239 in favor of CITY OF NACOGDOCHES, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY as Plaintiffs, as Intervenors, and **ALLIE K. DAVIS FERGUSON**, said property being described as follows:

BEING LOT 3A, BLOCK 8, OF THE RESBDIVISION OF THE JOHN G. ORTON FIRST ADDITION, CITY OF NACOGDOCHES, AS DESCRIBED IN DEED, RECORDED IN VOLUME 142, PAGE 388, FILED AUGUST 26, 1939, AND IN SHERIFF'S DEED FILED MAY 9, 2023, DCOUMENT NO. 3415, DEED RECORDS OF NACOGDOCHES, TEXAS, BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL # 31315

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

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said **Columbia Private Trust, Custodian, FBO George Barham IV, IRA 100%**, Grantee, their heirs and assigns forever, so that neither that CITY OF NACOGDOCHES, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

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

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, CITY OF NACOGDOCHES has caused the presents to be executed
on this _____ day of _____ 2026.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day _____ of _____ 2026.

NOTARY PUBLIC

Grantee:
Columbia Private Trust, Custodian, FBO George Barham IV, IRA 100%
1801 California Street, Suite 800
Denver CO 80202

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

Nacogdoches CAD Property Search

Property Details

Account		
Property ID:	31351	Geographic ID: 18-437-5308-003010
Type:	R	Zoning: CITY OF NAC
Condo:		
Effective Acres:	0.00	
Location		
Situs Address:	718 ARTHUR WEAVER ST NACOGDOCHES, TX 75961	
Map ID:	53	
Legal Description:	LT 3-A BK 8 J G ORTON (LUCAS ST)	
Abstract/Subdivision:	04/013	
Owner ⓘ		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE	
Agent:		
Mailing Address:	, TX	
% Ownership:	100.0%	
Exemptions:	EX - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$29,020 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$3,280 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$32,300 (=)
Agricultural Value Loss: ?	\$0 (-)

HS Cap Loss: ?	\$0 (-)
Circuit Breaker: ?	\$0 (-)
Appraised Value: ?	\$32,300
Ag Use Value:	\$0

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Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
01	NACOGDOCHES COUNTY	0.430000	\$32,300	\$0	\$0.00
12	CITY OF NACOGDOCHES	0.575960	\$32,300	\$0	\$0.00
36	NACOGDOCHES ISD	1.135200	\$32,300	\$0	\$0.00
50	NAC CNTY HOSPITAL DIST	0.036320	\$32,300	\$0	\$0.00

Total Tax Rate: 2.177480

Estimated Taxes With Exemptions: \$0.00

Estimated Taxes Without Exemptions: \$703.33

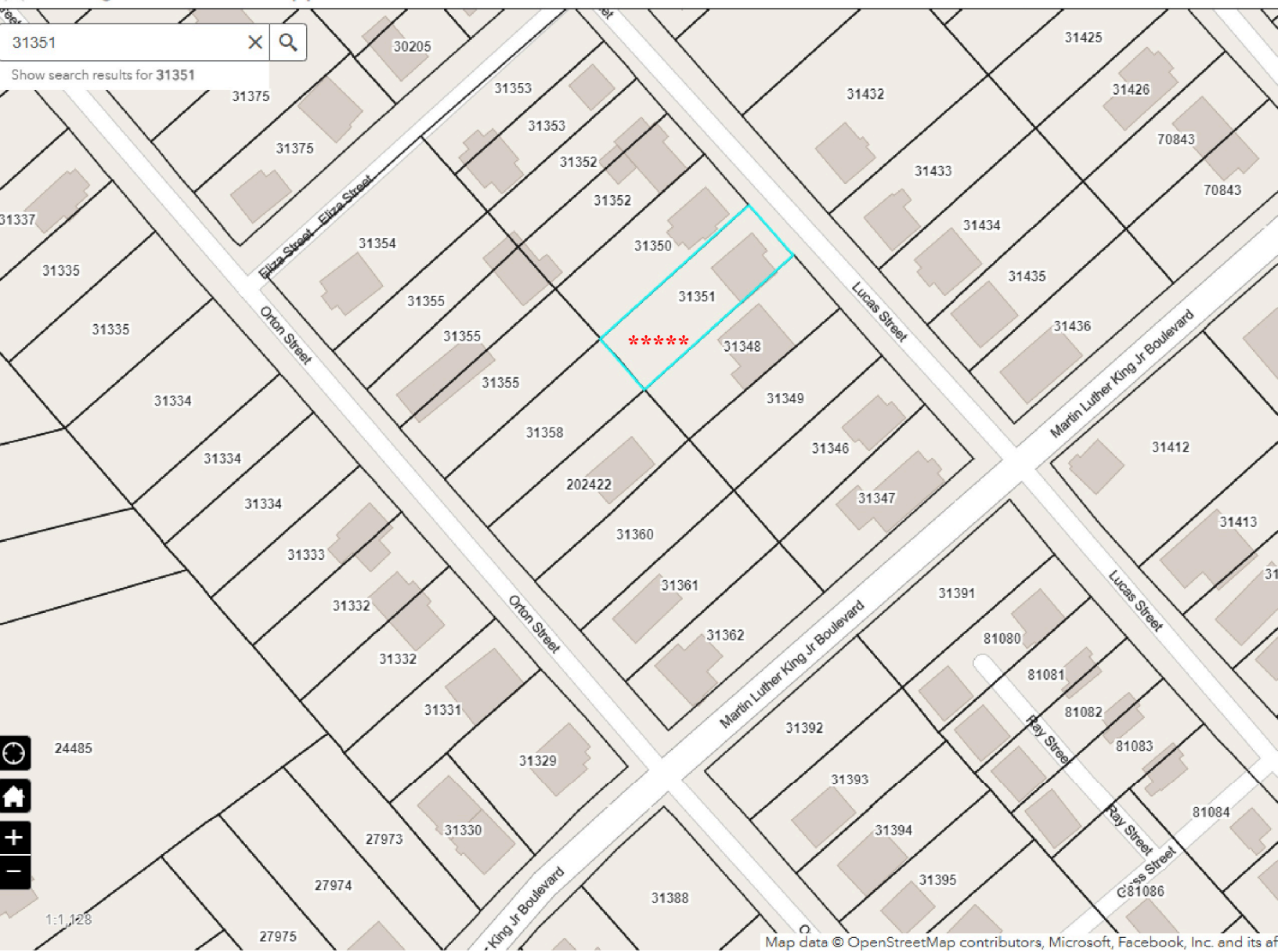


EXHIBIT "A"**BID ANALYSIS**

Cause #:	24,318-2008	Property ID #	33085
Previous Owner:	Rose House	Judgment Value:	\$3,020.00
Bid Amount:	\$2,000.00	Date of Sale:	JULY 7, 2009
Bidders Name:	Marilyn Stripling	Date Bid Submitted:	November 4, 2025
Deed Name:	Marilyn Stripling	Sale Recording Date:	JULY 10. 2009
Bidders Address:	1315 Meisenheimer St Nacogdoches, TX 75961	Redemption Expires:	January 10, 2010

PROPERTY DESCRIPTION

BEING LOT 15, BLOCK 6 OF THE CLEAVER SUBDIVISION OF THE J. THORN SURVEY, RECORDED IN VOLUME 426, PAGE 548, DEED RECORDS OF NACOGDOCHES COUNTY, TEXAS GEO (18-599-5606-015000) PID# 33085.

PROPERTY SITUS OR LOCATION: 1305 Meisenheimer St., *Nacogdoches, Texas*

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
NACOGDOCHES COUNTY	1995-2007	\$1,034.13
NACOGDOCHES ISD	1995-2007	\$3,920.84
CITY OF NACOGDOCHES	1995-2007	\$1,513.01
	TOTAL	\$6,467.98

COSTS

Court Costs	\$695.00	(Payable District Clerk)
Attorney Ad Litem	350.00	(Payable to Dean Watts)
Corrected deed	\$33.00	(Payable to PBFCM)
Resale Deed Recording Fee	\$29.00	(Payable to County Clerk)
TOTAL	\$1,107.00	

PROPOSED DISTRIBUTION

Bid Amount	\$2,000.00
Costs	\$1,107.00
Net to Distribute	\$893.00

Entity	Percentage	Amount to Disburse
NACOGDOCHES COUNTY	.16	\$142.88
NACOGDOCHES ISD	.61	\$544.73
CITY OF NACOGDOCHES	.23	\$205.39
	TOTAL	\$893.00

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

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

KNOW ALL MEN BY THESE PRESENTS that that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT TRUSTEE, in trust for the use and benefit of itself, CITY OF NACOGDOCHES, AND NACOGDOCHES COUNTY, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of TWO THOUSAND DOLLARS AND 00/ 100 (**\$2,000.00**) and other good and valuable consideration, in hand paid by **Marilyn Stripling** Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. 24,318-2008 in favor of CITY OF NACOGDOCHES, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY as Plaintiffs, as Intervenor, and **THE UNKNOWN HEIRS OF ROSE HOUSE**, said property being described as follows:

BEING LOT 15, BLOCK 6, OF THE CLEVER SUBDIVISION OF THE ISAAC LEE SURVEY IN NACOGDOCHES COUNTY, TX; MORE FULLY DESCRIBED IN VOLUME 426, PAGE 548, AND IN CORRECTED TAX DEED RECORDED ON OCTOBER 2, 2025, DOCUMENT NO. 2025-7172, NACOGDOCHES COUNTY, TEXAS, BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL # 33085

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

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

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

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, CITY OF NACOGDOCHES has caused the presents to be
executed on this _____ day of _____ 2026.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day _____ of _____ 2026.

NOTARY PUBLIC

Grantee:
Marilyn Stripling
1315 Meisenheimer St.
Nacogdoches TX 75961

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

Nacogdoches CAD Property Search

Property Details

Account		
Property ID:	33085	Geographic ID: 18-599-5306-015000
Type:	R	Zoning: CITY OF NAC
Condo:		
Effective Acres:	0.00	
Location		
Situs Address:	1305 MEISENHEIMER ST NACOGDOCHES, TX 75961	
Map ID:	53	
Legal Description:	LT 15 BK 6 J THORN	
Abstract/Subdivision:	18-599	
Owner ⓘ		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE	
Agent:		
Mailing Address:	, TX	
% Ownership:	100.0%	
Exemptions:	EX - For privacy reasons not all exemptions are shown online.	

Property Values

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

HS Cap Loss: ?

\$0 (-)

Circuit Breaker: ?

\$0 (-)

Appraised Value: ?

\$3,970

Ag Use Value:

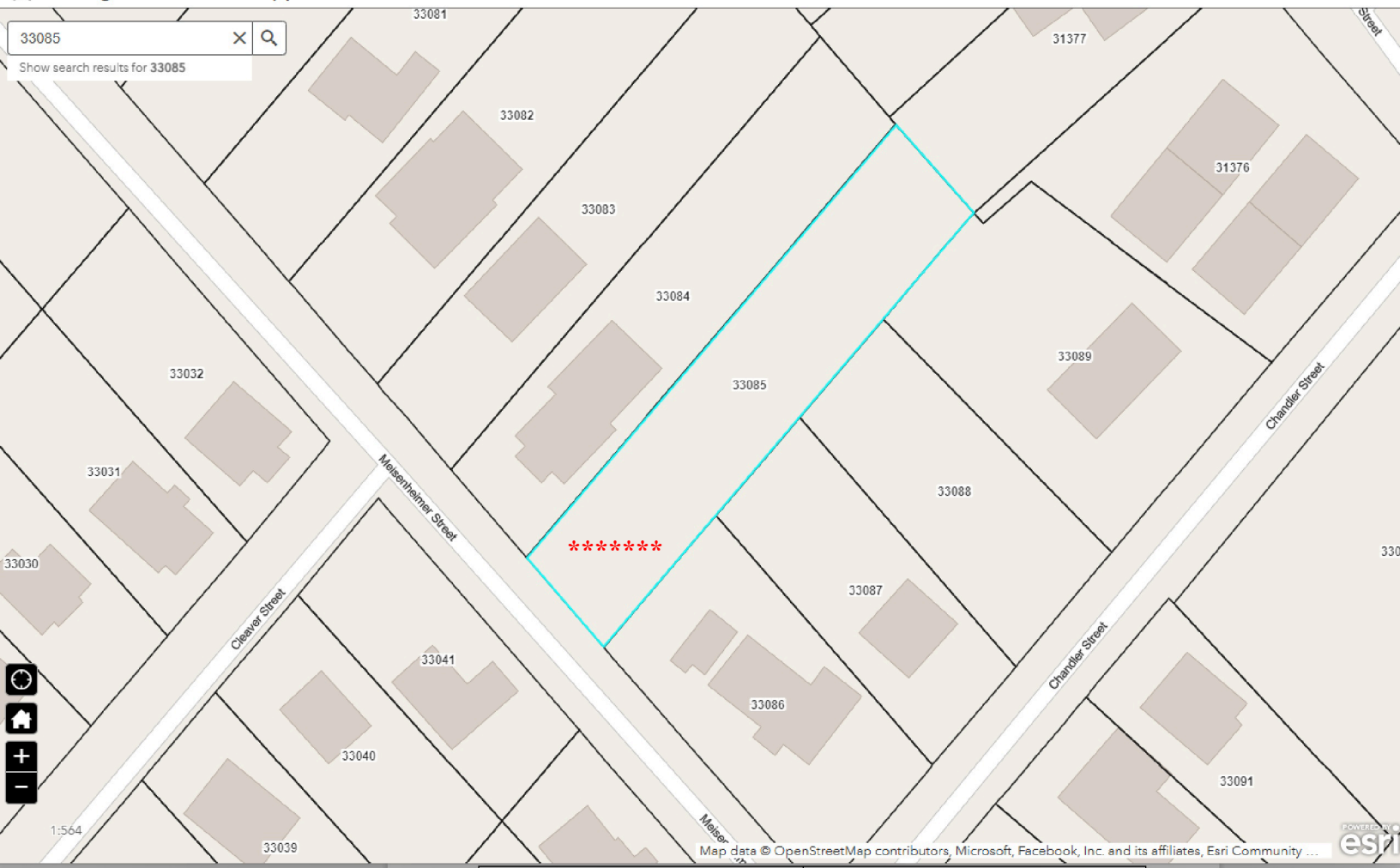
\$0

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

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
01	NACOGDOCHES COUNTY	0.430000	\$3,970	\$0	\$0.00
12	CITY OF NACOGDOCHES	0.575960	\$3,970	\$0	\$0.00
36	NACOGDOCHES ISD	1.135200	\$3,970	\$0	\$0.00
50	NAC CNTY HOSPITAL DIST	0.036320	\$3,970	\$0	\$0.00

Total Tax Rate: 2.177480**Estimated Taxes With Exemptions:** \$0.00**Estimated Taxes Without Exemptions:** \$86.45



PRESENTER: Kevin Sardinha, Accounting Manager

ITEM/SUBJECT: Discussion of electronic bill presentment and payment options for City utility and other eligible receivable accounts. (Assistant Director of Finance)

SUMMARY/BACKGROUND: Electronic bill presentment and payment services for City utility accounts and other eligible City receivables are under review by staff. Staff is evaluating potential service models, including a utility flat-rate option and a non-utility percentage-based option, with the goal of allowing applicable processing fees to be charged to customers and avoiding merchant service costs to the City.

Workshop Purpose:

This item is presented for discussion only. Staff will brief the City Council on the concepts under consideration, receive Council feedback, and answer questions. Staff will return at a future meeting with a specific agreement and recommended action for formal consideration by the City Council.

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: