



City Council Meeting February 3, 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 amendments to Nacogdoches Convention and Visitors Bureau Bylaws.
 - B. Consider a resolution approving submission of an application for a grant for Tactical Breaching Equipment and Officer Safety Equipment. (Lt. Stewart)
 - C. Consider a resolution approving submission of an application for a grant NPD Level III+Rifle-Resistant Body Armor Upgrade. (Lt. Stewart)
 - D. Consider approval of an agreement for pricing and a purchase order by and between the City of Nacogdoches and Holt Cat for Preventative Maintenance of Equipment utilizing BuyBoard Contract 788-25 in the amount of \$32,540 for FY 25-26 (Public Works Operations Manager).

- E. Consider approval of Google Workspace Annual Agreement via Cima Solutions Group in the amount of \$107,406.
 - F. Consider approval of a proposed Oil and Gas Lease between the City of Nacogdoches and Banita Creek Development, LLC. (City Attorney)
 - G. Consider approval of a purchase order by and between the City of Nacogdoches and Applied Industrial Technologies, Inc. for repair parts for Water Utilities Division utilizing OMNIA Cooperative Purchasing Contract #16154 in the amount of \$210,000.00 for FY25-26 (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 the 2025 Racial Profiling Report. (Chief of Police)
 - B. Consider approval of an Ordinance of the City of Nacogdoches, Texas, Amending Chapter 102—"Traffic and Vehicles", Article X—"Tow Truck and Vehicle Storage Business Regulations", of the Code of Ordinances of the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective date. (City Attorney)
 - C. Consider approval of a resolution of support for Community Project Funding requests in federal appropriations bills for the upcoming fiscal year 2027. (City Manager)
 - D. Receive an update on development of airport facilities and infrastructure (Executive Director of Development and Infrastructure).
7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
- A. Consultation with City Attorney - Pursuant to Texas Government Code Section 551.071, deliberation regarding attorney's advice concerning pending or contemplated litigation or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, clearly conflicts with this chapter.
8. Open for action if any, on Executive Session item (s).
9. 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 January 28, 2026 by 5:30pm pursuant to Chapter 551 of the Texas Government Code.

Karen Hadnot, City Secretary



City Council Meeting

Date: February 3, 2026

Agenda Item: 5.A.

PRESENTER: Ashley Morgan, Convention and Visitors Bureau Director

ITEM/SUBJECT: Consider amendments to Nacogdoches Convention and Visitors Bureau Bylaws.

SUMMARY/BACKGROUND: Revision to CVB Bylaws proposed by the Board of Directors on 12/10/2025.

FINANCIAL:

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

CITY CONTACT:

ATTACHMENTS: 1. CVB By-Laws_rev 12-10-25 Red Line

**CONSTITUTION AND BYLAWS
OF THE
NACOGDOCHES CONVENTION AND VISITORS BUREAU**

ARTICLE I

The name of this non-profit corporation shall be NACOGDOCHES CONVENTION AND VISITORS BUREAU.

**ARTICLE II
PURPOSE**

The purpose of this non-profit corporation shall be to promote, market and sell convention and tourism-related business in the Nacogdoches area; to further the promotion of tourism and publicity for the area; and to promote Nacogdoches as a tourist destination throughout the state, regionally, nationally and internationally.

This non-profit corporation shall be strictly non-political insofar as it shall take no part in political campaigns for or against any political party or candidate of any political party.

**ARTICLE III
PLACE OF BUSINESS**

The street address of the registered office of the corporation is 200 E. Main Nacogdoches, TX 75961; the person serving as the Executive Director of the corporation shall also serve as ~~its~~ Registered Agent.

**ARTICLE IV
BOARD OF DIRECTORS**

Composition

The affairs of the organization shall be governed by a Board of Directors, which shall be composed of seven (7) ~~to eleven (11)~~ members appointed or removed directly by the City Council of the City of Nacogdoches. The members may be representatives of the following categories:

~~At least Three-three (3)~~ representatives from retail merchants, including restaurants;
~~At least Three-three (3)~~ representatives from the hotel/motel and or bed and breakfast industry; ~~and~~
~~At least One-one (1)~~ representative from university interests;

The City Council may, in its sole discretion, consider persons recommended by the current board of directors of the Convention and Visitors Bureau or accept applications from the public. The nominations from the board of directors shall always include more individuals than the number of vacant positions available. The City Council shall not be required to accept any recommendations but shall have the authority to appoint any citizen of the county.

Terms

The normal terms of the Convention & Visitors Bureau Board members shall be three (3) years, but appointment to the board shall be so arranged that no more than two (2) members shall complete their full term in any one year. Normal terms shall begin October 1 to coincide with the fiscal year.

Attendance

Any Director who is absent without excuse for four scheduled or three consecutive regular Board of Directors meetings in a fiscal year shall forfeit his or her membership on the Board. If a Board Member is absent three times or at two consecutive meetings during a fiscal year, the Chair or Vice Chair shall contact said Board member to determine whether the Director desires to continue to serve and to remind the Director to attend the remaining meetings that year.

Excused absences include personal illness, death in the immediate family or travel out of town with notice to the Chair, Vice Chair or Executive Director prior to the Board of Directors meeting.

Representation

When any Director who was appointed to represent a business or industry segment is no longer employed in that industry segment for a period of ninety-one (91) consecutive days or more, or if a Director otherwise fails to meet the qualification prescribed by these Bylaws for serving as a Director, said Director shall forfeit his/her seat on the Board.

Vacancies

In the event that a Director forfeits his/her seat or otherwise resigns or vacates his/her position, the Chair shall notify the City Secretary so that the City Council may appoint a replacement to the position for the appropriate industry segment. The Chair (subject to ratification by the Board of Directors) shall then nominate persons to be presented to the City Council as a non-binding recommendation of potential candidates to fill the remainder of the unexpired term. The nominations shall always include more individuals than the number of vacant positions available. The City Council may consider persons other than those nominated by the Chair.

Qualifications

Each Director elected to represent the lodging industry, retail merchants, restaurant industry, bed and breakfast operators and University interests must be an owner, operator or in an upper administrative/management position in his/her organization at the time of his/her nomination and throughout his/her term as a Director.

Board Responsibilities

~~The Board of Directors is responsible for hiring the CVB Executive Director who will provide financial and activity reports to the Board during its monthly meeting. The CVB Executive Director is an at-will employee.~~

ARTICLE V OFFICERS OF THE BOARD OF DIRECTORS

The elected officers of this organization shall be Chair, Vice-Chair, and Secretary/Treasurer. Election as the Chair of the Board implies recognition of leadership ability, a record of accomplishment and a demonstrated interest in service to Nacogdoches and its visitor industry. The Board will select the Chair, Vice-Chair, Secretary/Treasurer from among its ranks. Each officer shall hold office for a term of one (1) year, but may be reelected annually, up to (3) years.

Chair

The specific duties of the Chair are to preside at all meetings of the Board of Directors, to make committee appointments; to represent the Bureau at meetings and with the media and if unable, to delegate the responsibility. The Chair shall be a voting member of the Board.

Vice Chair

The Vice Chair shall perform the duties of the Chair in his/her absence and additional duties as assigned by the Chair.

Secretary/Treasurer

The Secretary/Treasurer shall see that all funds are received, held and disbursed as authorized by the Board of Directors and that accurate financial records of all transactions are kept. The Secretary/Treasurer shall cause to be presented a financial report at each meeting of the Board of Directors and at any other time as deemed necessary. The organization shall maintain its financial books and records on a fiscal year of October through September.

The Secretary/Treasurer shall cause to be kept accurate minutes and see that appropriate committee reports are filed. The Secretary/Treasurer shall see that correspondence is executed and official records kept.

ARTICLE VI MEETINGS

Regular meetings of the Nacogdoches Convention and Visitors Bureau Board of Directors shall be held monthly at a date and time to be determined by the Board. Special meetings may be called by the Chair or upon the request of three members at such time and place as the Chair shall designate. All meetings of the Board of Directors shall be subject to the requirements for such meetings as set forth in Chapter 94, Article IV, Division 3 of the City of Nacogdoches Code of Ordinances.

Voting

Those Board members present at meetings shall constitute the voting body. ~~Four (4) members~~. A simple majority of the current membership shall constitute a quorum for the transaction of business at any meeting of the Board.

Commented [JB1]: I added this clause to clarify that we are talking about a majority of members of the Board and not a majority of those present.

ARTICLE VII FISCAL YEAR

The fiscal year shall begin on October 1 and end on September 30.

ARTICLE VIII COMMITTEES

Nominating Committee:

Every year, the Chair shall appoint a nominating committee of three (3) board members no later than the regularly scheduled June meeting. The nominating committee shall present a slate of nominees for board officers no later than the August meeting. The board will vote on the slate of nominees no later than the September meeting. The Executive Director shall serve as a non-voting member.

Other committees may be appointed as approved by the Board of Directors.

ARTICLE IX FINANCES DUTIES AND RESPONSIBILITIES

Subject to the limitations otherwise stated herein, There there is vested in the Convention and Visitors Bureau Board of Directors the full, complete, and entire management and control of the Nacogdoches Convention and Visitors Bureau.

The Board of Directors may advise the City Manager of the City of Nacogdoches on any given action to be taken in regard to the hiring, overall job performance, or termination of the Convention and Visitors Bureau Director or staff; however, the final authority as to employment rests with the City of Nacogdoches. The Convention & Visitors Bureau Director and staff are, and shall at all times be considered, direct employees of the City of Nacogdoches.

The Board of Directors shall administer the programs and activities funded with the hotel occupancy tax under Chapter 94, Article IV, Division 3 of the City of Nacogdoches Code of Ordinances, and to carry on the purpose of said Division.

Board Directors shall volunteer a minimum of ~~of~~ 24 hours annually, either for events or by welcoming guests at the Visitor Center on weekends. Failure to volunteer the minimum of 24 hours could lead to removal from the Board of Directors.

Commented [JB2]: Let's discuss this. I'm not sure that we can make this a requirement absent a change or addition to the ordinance, particularly as a basis of potential removal of a member.

ARTICLE X BYLAWS, RULES and REGULATIONS

The Board shall adopt such bylaws, rules and regulation as it may deem proper. Bylaws, and any changes, additions or amendments thereto must be submitted to the City Council of the City of Nacogdoches for consideration and approval prior to implementation.

ARTICLE XI BUDGET

The Convention and Visitors Bureau shall submit a budget for annual operations to the City Secretary of the City of Nacogdoches prior to ~~August~~ June 15 each year.

ARTICLE XII ALLOCATION OF FUNDS

The City Council shall consider budget requests and allocate funds to the board on a quarterly basis. Such amounts to the extent they are available from Hotel/Motel Tax monies shall be paid quarterly no later than the 10th day of February, May, August and November of each fiscal year.

ARTICLE XIII BANK ACCOUNT

The Convention and Visitors Bureau Board shall deposit Nacogdoches hotel/motel tax revenue it receives in a separate bank account, established by the Board in the depository that maintains all other public funds of the City of Nacogdoches. The funds shall be titled the "Nacogdoches Convention and Visitors Bureau Fund" and all monies paid by the city from hotel/motel tax for services by the Board shall be deposited in the account. The funds shall not be co-mingled with any other funds of the Convention and Visitors Bureau and the Board shall have custody and responsibility for the funds, the bank account, and all records relating thereto.

ARTICLE XIV RECORDS RETENTION

All original books of entry shall be maintained in perpetuity. All canceled checks and other financial records shall be maintained for a period of six (6) years in conformance with the laws of the State of Texas regulating records retention.

ARTICLE XV AUDIT

All accounting procedures, records and reports shall be available by a duly authorized representative of the City of Nacogdoches. An independent audit of the ~~programs~~ program's financial records or a report on agreed upon procedures by a qualified Certified Public Accountant shall be furnished to the City within ninety (90) days of the close of each fiscal year. The type of report shall be confirmed during the budget adoption process and shall be funded as a line item in the annual Convention and Visitors Bureau budget.

ARTICLE XVI BOND

Board members and/or staff designated to withdraw funds shall be bonded in the amount of ~~\$50~~ 100,000.

ARTICLE XVII

~~COMPENSATION AND~~ EXPENDITURE OF FUNDS

Commented [JB3]: Expenditure of Funds is sufficient description for this. The reference to "compensation" could create unnecessary questions.

All expenditures of funds received by the corporation from the City of Nacogdoches shall be in accordance with applicable state laws and city ordinances as outlined in V.T.C.A. Tax Code § 351 et. Seq., ~~Section 27~~Chapter 94 of the City of Nacogdoches Code of Ordinances, and any contract or agreement with the City of Nacogdoches.

ARTICLE XVII RATIFICATION

Adoption of this Constitution and Bylaws shall be by a majority vote of the Board of Directors after presentment and approval by the City Council of the City of Nacogdoches.

ARTICLE XIX DISSOLUTION PROVISION

Upon dissolution of the organization, assets shall be distributed for one or more exempt purpose within the meaning of Section ~~540-501~~(c)(6) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the City of Nacogdoches for public purpose.

ARTICLE XX AMENDMENT

The bylaws may be amended by a two-thirds vote of those present and voting at any regular meeting provided the amendment was submitted in writing at the previous regular meeting and provided that no amendment shall effect any change contrary to the provisions of Section ~~540~~501(c)(6) of the Internal Revenue Code, or corresponding section of any future federal tax code. Any such amendment shall not become effective until it shall have been approved by the City Council of the City of Nacogdoches.

~~Chay Runnels,~~Alex Ranc, Board Chair

ATTEST:

First Revision 10/14/1999

CVB Bylaws revision adopted _____
Page 6 of 7

Second Revision adopted 10/17/2006
Third revision adopted 10/2008
Fourth revision adopted 1/15/2013
Fifth revision adopted 12/2/2014
Sixth revision adopted 12/1/15
Seventh revision adopted 12/1/2015
Eighth revision adopted _____

DRAFT



City Council Meeting

Date: February 3, 2026

Agenda Item: 5.B.

PRESENTER: Nick Stewart, Police Lieutenant

ITEM/SUBJECT: Consider a resolution approving submission of an application for a grant for Tactical Breaching Equipment and Officer Safety Equipment. (Lt. Stewart)

SUMMARY/BACKGROUND: The Criminal Justice Grant Program, grant # 5751701, FY2027, provides funding for projects that promote public safety, reduce crime, and improve the criminal justice system. Federal Funds for this project are authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). JAG funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. This resolution authorizes the Nacogdoches Police Department to apply for funding to purchase tactical breaching shotguns, forcible entry tools, and NFDD delivery poles for use during high-risk law enforcement operations.

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: Nick Stewart, Lieutenant of Investigations
stewartn@nactx.us
936-559-2688

ATTACHMENTS: 1. Criminal Justice Grant Program

Name:

Criminal Justice Grant Program, FY2027

Available

12/15/2025

Due Date

02/12/2026

Purpose:

The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

Available Funding:

Federal Funds are authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). JAG funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:

- Applicants must contact their applicable regional council of governments (COG) regarding their application.
- Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

2. State agencies, and other organizations proposing projects with a statewide impact, may submit applications directly to PSO.

Applicants are required to submit fully developed and detailed grant budgets at the time of application, PSO will not accept placeholder applications and/or budget line items in lieu of a well written and detailed grant application.

NEW APPLICATION SUBMISSION REQUIREMENT

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- [Resolution from Governing Body](#) - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- [CEO/Law Enforcement Certifications and Assurances Form](#) - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.
- [CEO/NGO Certification and Assurances Form](#) - Each non-profit organization must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

Key Dates:

Action	Date
Funding Announcement Release	12/15/2025
Online System Opening Date	12/15/2025
Final Date to Submit and Certify an Application	02/12/2026 at 5:00PM CST
Earliest Project Start Date	10/01/2026

Project Period:

Projects must begin on or after 10/01/2026 and may not exceed a 12-month project period.

Funding Levels

Minimum: \$10,000

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice purposes**, including for any one or more of the following:

1. Law enforcement – Includes championing a supportive, professional, respected law enforcement system with specialized resources that are adaptive and flexible to ever-changing crimes and situations.

State Priority Areas include:

- a. Intelligence-based Investigations (Violent Crime, Border Crime, Gangs)
- b. Community Policing Programs
- c. Specialized Officer Training
- d. Officer Wellness Programs

2. Prosecution and Courts – Includes fostering an informed, collaborative, and multi-disciplinary system that ensures appropriate penalties offenders and services for the community and victims.

State Priority Areas include:

- a. Pre-trial Diversion Programs
- b. Reduce Evidence Testing Backlog
- c. Courtroom Personnel Training

3. Crime Prevention and Education – Includes cultivating an individualized, understanding-based system that takes a multi-pronged approach, infused with basic life skills and alternative tracks to crime prevention.

State Priority Areas include:

- a. Life-skills Training Programs
- b. Community-based Prevention Programs

4. Corrections and Community Corrections – Includes promoting an assessment-driven, treatment-focused system that targets an individual's risk and needs appropriately.

State Priority Areas Include:

- a. Probation/Parole Officer Training
- b. Risk/Needs Assessment for Diversion Programs
- c. Jail/Prison-based Co-occurring Treatment

5. Reentry Programs; and

6. Assessment and Evaluation Programs.

Note: "Criminal Justice Purposes" is defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals (including juveniles), activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.

Eligibility Requirements

1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;

- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that

receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii), or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of

immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) Certifying compliance with federal and state immigration enforcement requirements.

8. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Security enhancements or equipment for non-governmental entities not engaged in criminal justice or public safety;
4. Non-law enforcement vehicles or equipment for government agencies that are for general agency use;
5. Equipment, supplies, and other direct costs associated with processing DNA evidence;
6. Activities or costs in support of Operation Border Star (agencies seeking such funding should apply under the PSO Local Border Security funding announcement);
7. Law enforcement equipment that is standard department issue (including weapons, any weapon attachments and/or accessories and less lethal weapons such as tasers, non-lethal rounds, etc.; excluding equipment used exclusively for specialized training activities);
8. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training for outside participants;
9. Unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems;
10. Items listed on the [Byrne JAG Prohibited Expenditure Category A and B List](#);
11. Rifle-resistant body armor (NIJ Compliant Type IIIA and below is eligible); and
12. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. For eligible local and regional projects:

- Applications will be forwarded by PSO to the appropriate regional council of governments (COG).
- The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
- PSO will accept priority listings that are approved by the COG's executive committee.
- PSO will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.

2. For state discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds

\$TBD



City Council Meeting

Date: February 3, 2026

Agenda Item: 5.C.

PRESENTER: Nick Stewart, Police Lieutenant

ITEM/SUBJECT: Consider a resolution approving submission of an application for a grant NPD Level III+Rifle-Resistant Body Armor Upgrade. (Lt. Stewart)

SUMMARY/BACKGROUND: The Rifle-Resistant Body Armor Grant Program, grant number 5751801, FY2027, provides funding for law enforcement agencies to equip officers with NIJ-compliant rifle-resistant body armor. State funds for this project are authorized under the Texas General Appropriations Act, Article I, Rider 25, for Trusteed Programs within the Office of the Governor. This resolution authorizes the Nacogdoches Police Department to apply for funding to provide updated Level III+ rifle-resistant body armor for patrol officers.

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: Nick Stewart, Lieutenant of Investigations
stewartn@nactx.us
936-559-2688

ATTACHMENTS: 1. Rifle-Resistant Body Armor Grant Program

Name:

Available

12/15/2025

Rifle-Resistant Body Armor Grant Program, FY2027

Due Date

02/12/2026

Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.

Available Funding:

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 25 for Trusteed Programs within the Office of the Governor.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$3M for FY2027.

Eligible Organizations:

Applications may be submitted by the Texas Department of Public Safety, units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2A.001, Texas Code of Criminal Procedure; including municipalities, counties, independent school districts, universities, federally recognized Native American tribes, community colleges, and hospital districts.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

*****NEW APPLICATION SUBMISSION REQUIREMENT*****

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- [Resolution from Governing Body](#) - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- [CEO/Law Enforcement Certifications and Assurances Form](#) - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

Key Dates:

Action	Date
Funding Announcement Release	12/15/2025
Online System Opening Date	12/15/2025
Final Date to Submit and Certify an Application	02/12/2026 at 5:00PM CST
Earliest Project Start Date	09/01/2026

Project Period:

Projects must begin on or after 09/01/2026 and may not exceed a 12 month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV

(armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.

Due to the limited availability of funds, applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on number of frontline peace officers and the average cost per vest.

Program-Specific Requirements

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. PSO may prioritize the equipping of certain types of officers or applicants if the total requested funds exceed the funds appropriated by the Legislature.

Required Agency Policies. As required by Chapter 772.0075, Texas Government Code, an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [*"A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers"*](#) for more information.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)). The [Personal Armor Fit Assessment checklist](#) is excerpted from ASTM E3003.

Eligibility Requirements

1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state

immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

\$3 Million

PRESENTER: Cary Walker, Public Works Manager

ITEM/SUBJECT: Consider approval of an agreement for pricing and a purchase order by and between the City of Nacogdoches and Holt Cat for Preventative Maintenance of Equipment utilizing BuyBoard Contract 788-25 in the amount of \$32,540 for FY 25-26 (Public Works Operations Manager).

SUMMARY/BACKGROUND: The City utilizes many pieces of Caterpillar equipment in the Sanitation Division, including motor graders, skid steer loaders and excavators, to name a few. Holt Cat, the regional representative for Caterpillar, performs preventative maintenance on these units including oil changes, filter changes and other normal required services to maintain Cat warranties. Holt Cat uses exclusive proprietary software necessary to program all Cat equipment during routine services and/or repairs without voiding equipment warranties. The City is in the second year of a 3-year pricing agreement for maintenance with Holt Cat. The agreement includes Holt Cat 24-hour monitor service on all City of Nacogdoches Cat equipment and they alert staff in the event a machine has an issue or throws a default code allowing operators time to shut down the equipment without causing further harm. A new recently purchased landfill compactor is being included in this pricing agreement moving forward. In prior years, maintenance to this equipment had been completed under individual purchase orders. Staff is working towards establishing annual blanket purchase orders for these services and, to that end, is asking for consideration of a purchase order for services for the remainder of this fiscal year with the intent to establish these purchase orders at the beginning of subsequent fiscal years.

Holt Cat is under a BuyBoard cooperative purchasing contract (BuyBoard Contract #788-25) which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). These repairs are budgeted each year in the Sanitation Disposal operating budget.

FINANCIAL:

Item is budgeted:

Account No.: 31.41 620.25

Account Name: *Sanitation Disposal – Equipment Maintenance*

Amount: \$32,540

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. Agreement

MAINTENANCE AGREEMENT

Agree. No. Q-22319

Buyboard Contract # 788-25

DATE: 12/17/2025, 1:10 PM

DEALER: HOLT CAT
5665 Southeast Loop 410
San Antonio, TX 78222

ACC# 0842341
CUSTOMER City of Nacogdoches
ADDRESS
CITY, ST, ZIP

CONTACT NAME Joey Fuller
PHONE NUMBER 936-560-5422
fullerj@nactx.com

TERM of AGREEMENT 5000 or 24

PRICING TYPE Term
MONTHS 24
HOURS 5000
ZONE Zone 1

SERVICING
LOCATION
DISTANCE FROM
SHOP

**Terms and Pricing for this agreement will be invalid if not signed by: Date: 1/30/2026*

**Customers can contact HOLT CAT for P.M. Services when required or request HOLT to monitor P.M. services if equipped with CAT Product Link*

TERMINATION: Either party can terminate this agreement with a 30 days written notice and total resolutions of all unpaid debts.

SPECIAL TERMS: Special Terms: Customer will be invoiced per incident.

PRICE GUARANTEE: Prices listed are guaranteed for the term of the agreement.

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
826	0F6X00525			\$2,555.00	\$3,418.00	\$5,969.00	\$3,531.00	

**Parts pricing will be estimate and subject to change, which may change the total price listed on this agreement. Discounts will be applied to the current parts pricing at the time of service.*

**Major maintenance services and pricing will be provided at customers request.*

**IronPro Maintenance Agreements are auto-renewed prior to the end of your agreement at current year pricing.*

THESE PRICES DO NOT INCLUDE VALVE ADJUSTMENT. (VALVE ADJUSTMENT AVAILABLE AT ADDITIONAL COST)

To Opt of auto-renew initial here: _____

Signed Date: _____

Authorized Signature: _____

Start Date: _____

Print Name: _____

End Date: _____

Customer Contact: _____

Phone: _____

Holt Representative: Hilda Rios

MAINTENANCE AGREEMENT

Agree. No. Q-19352

BuyBoard Contract # 685-22

DATE: 2/7/2025, 9:01 AM

DEALER: HOLT CAT
5665 Southeast Loop 410

San Antonio, TX 78222

ACC# 0842341
CUSTOMER CITY OF NACOGDOCHES PUBLIC WORKS
FINANCE DEPT
ADDRESS PO BOX 635070
CITY, ST, ZIP NACOGDOCHES, TX, 75963-5070

PRICING TYPE Term
MONTHS 36

HOURS 6000
ZONE Zone 1

CONTACT NAME

PHONE NUMBER

SERVICING
LOCATION
DISTANCE FROM
SHOP

TERM of AGREEMENT 6000 or 36

**Terms and Pricing for this agreement will be invalid if not signed by:* Date: 3/9/2025

**Customers can contact HOLT CAT for P.M. Services when required or request HOLT to monitor P.M. services if equipped with CAT Product Link*

TERMINATION: Either party can terminate this agreement with a 30 days written notice and total resolutions of all unpaid debts.

SPECIAL TERMS: Special Terms: Customer will be invoiced per incident.

PRICE GUARANTEE: Prices listed are guaranteed for the term of the agreement.

Group1

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
140K	OJPA04154		\$1,601.00	\$2,339.00	\$3,301.00	\$5,102.00	\$3,373.00	\$5,730.00

Group2

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
246C	OJAY07595		\$1,111.00	\$1,440.00	\$2,128.00	\$2,585.00	\$2,411.00	\$2,994.00

Group3

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
320D	0PHX02246		\$1,581.00	\$2,200.00	\$2,779.00	\$4,164.00	\$2,887.00	\$4,593.00

Group4

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
420F	0JWJ00861		\$1,288.00	\$2,160.00	\$3,177.00	\$3,671.00	\$3,460.00	\$4,251.00

Group5

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
420F	0SKR03708		\$1,286.00	\$2,183.00	\$3,200.00	\$3,695.00	\$3,568.00	\$4,274.00

Group6

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
420F	0SKR01504		\$1,286.00	\$2,183.00	\$3,200.00	\$3,695.00	\$3,568.00	\$4,274.00

Group7

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
623	0WYF00132		\$1,631.00	\$3,545.00	\$4,865.00	\$8,048.00	\$4,972.00	\$8,571.00

Group8

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
816	0J6N00105		\$1,366.00	\$2,441.00	\$3,169.00	\$4,764.00	\$3,276.00	\$5,390.00

Group9

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
963	0LTT00352		\$1,398.00	\$2,075.00	\$2,703.00	\$3,915.00	\$2,863.00	\$4,338.00

Group10

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
CB24	024001881		\$1,062.00	\$1,341.00	\$2,169.00	\$2,204.00	\$2,469.00	\$2,808.00

Group11

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
D2	0XKM01414		\$1,181.00	\$1,830.00	\$1,998.00	\$2,863.00	\$2,595.00	\$2,858.00

Group12

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
D4K2	0KM200190		\$1,474.00	\$2,132.00	\$2,347.00	\$3,316.00	\$2,454.00	\$3,721.00

Group13

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
D6T	0KMT01117		\$1,527.00	\$2,279.00	\$3,696.00	\$4,671.00	\$3,768.00	\$5,563.00

Group14

Model	Serial Number	Unit Number	PM1	PM2	PM3	PM4	PM5	PM6
D6T	0SLJ01109		\$1,626.00	\$2,573.00	\$3,845.00	\$5,108.00	\$3,953.00	\$6,051.00

**Parts pricing will be estimate and subject to change, which may change the total price listed on this agreement. Discounts will be applied to the current parts pricing at the time of service.*

**Major maintenance services and pricing will be provided at customers request.*

**IronPro Maintenance Agreements are auto-renewed prior to the end of your agreement at current year pricing.*

THESE PRICES DO NOT INCLUDE VALVE ADJUSTMENT. (VALVE ADJUSTMENT AVAILABLE AT ADDITIONAL COST)

To Opt of auto-renew initial here: _____

Signed Date: _____

Authorized Signature: _____

Start Date: _____

Print Name: _____

End Date: _____

Customer Contact: _____

Phone: _____

Holt Representative: Hilda Rios

Services performed by HOLT CAT Express Lube Service to equipment listed on this agreement will follow the guidelines recommended in the Caterpillar Operation and Maintenance Guides. While these performed services meet the manufacturer's specifications, only the items listed on the HOLT Express Lube Service (Defined Maintenance Check list) will be serviced at the intervals indicated. There may be other maintenance requirements listed in the Operation and Maintenance Guide, which are not performed under this agreement. These required services remain the responsibility of the equipment owner. A customer may choose to customize the Defined Check list, to add or remove maintenance checks and create a Customized Customer Maintenance Check list. Owners and Operators should always refer to the proper and current Operation and Maintenance Guide for Safe Operation and Maintenance procedures before operating this equipment. A maintenance checklist has been attached to this agreement for each equipment type to indicate the specific maintenance checks to be performed during the term of this agreement.

DEALER RESPONSIBILITIES:

- Labor to perform scheduled maintenance on equipment at the location listed. Scheduled Maintenance", shall mean maintenance that is scheduled to be performed with the customer at a set hour interval according to the current appropriate operation, lubrication and/or maintenance guide.
- Parts & lubricants to perform maintenance on equipment as specified under agreement.
- S.O.S. Kits, Test facility and labor to perform oil sampling.
- Travel to and from job location for maintenance only.
- Regular freight charges for maintenance parts.
- Pick up and disposal of used oil, filters and coolants.
- Note: Scheduled Maintenance does not include daily maintenance.

USERS RESPONSIBILITIES - USER WILL:

- Operate and perform daily maintenance on equipment according to the guidelines and recommendations as specified in the appropriate current operations, lubrication and maintenance guide. Parts and labor for scheduled maintenance will be performed by HOLT CAT. S.O.S. will be considered part of scheduled maintenance.
- Utilize fluids, lubricants, and filters which meet current Caterpillar specifications and at all times maintain levels as recommended by Caterpillar. Engines will require CH4 Rated oil and transmission gear train will require T04 rated oil.
- Utilize scheduled oil sampling from Holt oil sampling will be taken at the time of scheduled maintenance at prescribed intervals. Holt will furnish S.O.S. kits.
- Be responsible for damages which occur due to fire, theft, vandalism, abuse or accidental damage.

- Be responsible for all premium freight charges.
- Be responsible for all hauling to and from job location.
- Be responsible for all cleaning of equipment as required for maintenance.
- Be responsible for tire and tube replacement, fuel, ground engaging tools (buckets, ripper shanks, etc.), glass breakage, make up fluids, cleaning and painting.
- Be responsible for notifying HOLT CAT of any unusual noises or problems on equipment which could damage or cause abnormal performance of equipment.
- Be responsible for making machine available for maintenance.

EXCLUSIONS & LIMITATIONS THIS AGREEMENT:

- Does not include repairs due to damage caused from fire, windstorm, flood, rising water, lightning, theft, pilferage, vandalism, accidents, operator's negligence, environmental conditions and misuse (Using equipment for purposes other than its intended use).
- Is non-transferable.
- Does not cover any modification made to the equipment that is not a Caterpillar recommended modification
- Does not cover equipment operated at any location other than the location listed.
- Does not cover repairs or parts that are not performed, purchased or approved by HOLT CAT.
- Does not cover any repairs other than maintenance.
- Does not cover travel for repairs other than maintenance.
- Does not cover hauling.
- Does not cover wear items such as ground engaging tools (buckets, ripper shanks, etc.), brakes, chains, belts, etc.

LIMITED WARRANTY:

Dealer warrants that the repair and maintenance services provided under this agreement to be free from defects in material and workmanship under normal use and service for a period of twelve months or 2000 service meter units following the date such services were performed, whichever comes first, for all caterpillar equipment. This warranty shall apply to Non-Caterpillar equipment for repair labor only, and Non-Caterpillar parts with following the Original Equipment Manufacturers (OEM) warranties as stated. In the event of a breach of the foregoing warranty, the Customers sole and exclusive remedy shall be the repair or replacement (at Dealers option) at Dealers expense of any defective part or parts, and the correction of any defective workmanship. Replacement parts may be new or remanufactured, at Dealer's option.

CONDITIONS AND LIMITATIONS

THIS WARRANTY IS NOT APPLICABLE TO FAILURES OR DEFECTS RESULTING FROM:

- The use of attachments or parts not sold and approved by Dealer or Caterpillar, Inc; or
- Installation of components or other repair work not performed by Dealer; or
- Alteration or modifications of the Equipment by Customer in any manner which might affect the mechanical operation; or
- Repairs of failures caused by Customer abuse, neglect, or use of the Equipment beyond its rated capacity or other misuse; or
- Failure by Customer to perform its obligations under this agreement.

All repairs made by Dealer pursuant to the Warranty shall not extend any other warranty. Customer shall be responsible for giving timely notice of claims under Ins Warranty and shall promptly make the Equipment available for repair. This warranty is not transferable by Customer.

WITHOUT LIMITING THE FOREGOING, DEALER SHALL IN NO EVENT BE LIABLE TO THE CUSTOMER FOR DAMAGES OF ANY TYPE, WHETHER ACTUAL, SPECIAL, CONSEQUENTIAL. OR INDIRECT, AS A RESULT

OF A BREACH OF THE WARRANTY HEREIN PROVIDED OR AS A RESULT OF REPAIR OR MAINTENANCE SERVICES PERFORMED BY DEALER

LIMITATION OF WARRANTY: THE PROVISIONS OF THIS EXPRESS LIMITED WARRANTY ARE DEALER'S SOLE WARRANTY. DEALER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ALL

IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY DEALER AND EXCLUDED FROM THIS

WARRANTY.

The provisions of this express limited warranty shall survive the expiration or earlier termination of this agreement.

MISCELLANEOUS

A. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements, if any, of the parties with respect to such subject matter, and may not be amended except in a written instrument signed by both parties.

B. The failure of any party to this agreement at any time or times to require the performance of any provisions of this agreement shall in no manner affect the right to enforce same; and no waiver by any party to this agreement of any provision (or of a breach of any provision) of this agreement, whether by conduct or otherwise, in anyone or more instances, shall be deemed or construed either as a further or continuing waiver if any such provision or breach or a waiver of any other provision (or of a breach of any other provision) of this agreement

C. In addition, both parties agree that if legal action is instituted by either party against the other in relation to this agreement, such action will be brought in a Texas District Court for the County of Nacogdoches or the United States District Court for the Eastern District of Texas, Lufkin Division, and both parties expressly consent to the subject matter and personal jurisdiction and venue of such courts for purposes of such action.

D. Time is of the essence of this Agreement

E. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such original counterparts.

F. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

G. No party to this agreement shall be liable for failure to perform on its part any provision or part of this agreement when such failure is due to fire, flood, strike or other industrial disturbance, unavoidable accident, war embargo, inability to obtain materials, transportation controls, governmental actions, or other causes beyond the control of such party, for the period of delay imposed by such costs.

H. Should any part of provision of this agreement be held unenforceable or in conflict with the law of any jurisdiction, of the remaining parts or provisions shall not be affected by such holding.

I. Any notice provided in or permitted under this agreement shall be made in writing and may be given or served by: (a) delivering the same in person to the party to be notified; (b) depositing the same in the mail, postage prepaid, registered or certified with return receipt requested, and addressed to the party to be notified at the address herein specified; (c) delivering the same on a prepaid basis via an overnight courier service; or (d) sending the same by facsimile transmission, followed by delivery of a hard copy of same via an overnight courier service. If notice is deposited in the mail pursuant to this paragraph, it will be deemed received on the delivery date that the U.S. Post Office stamped on the return receipt. Notice given in any other manner shall be deemed received only if and when actually received by the party to be notified. For the purpose of notice, until changed as hereinafter provided, as set forth on the signature page hereof. Each party shall have the right at any time to change its respective address and to specify as its address any other by giving at least ten days prior written notice to the other party.

J. Services performed to equipment listed on this form will follow the guidelines recommended in the Operation and Maintenance Guide. While these performed services meet the manufacturer's Specifications, only the items listed will be serviced at the intervals indicated. There may be other services required in the Operation and Maintenance Guide, which are not performed under this Maintenance Agreement. These required services remain the responsibility of the equipment owner. Owners and Operators should always refer to the proper and current Operation and Maintenance Guide for Safe Operation and recommended Maintenance procedures before operating this equipment.

PRESENTER: Dennis Varela, I.T. Manager

ITEM/SUBJECT: Consider approval of Google Workspace Annual Agreement via Cima Solutions Group in the amount of \$107,406.

SUMMARY/BACKGROUND: This is a budgeted item, listed as Enterprise SaaS- Microsoft 365 for \$90,000. It was listed as Microsoft 365 in the budget as we had planned to migrate to Microsoft 365 from Google Workspace in FY26. Unfortunately, given the complexities of the conversion and a shift in project priorities, we will not be able to make the conversion to Microsoft until FY 27 at the earliest. In addition, licensing has increased from \$234.60 to \$275.40 per user, which is an additional \$40.80/user/year. We have also increased the number of users (email addresses) over the past year from 370 to 390, because we have filled a considerable number of vacancies throughout the city. The number of users is higher than our employee headcount, due to the need for email addresses that aren't tied directly to an employee, such as animalservices@nactx.us or citysec@nactx.us. Budget line item increase has been reviewed and approved by Finance.

FINANCIAL:

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

CITY CONTACT:

ATTACHMENTS: 1. 54281



Cima Solutions Group, LLC
 608 East Hickory Street
 Suite 128
 Denton, TX 76205
 (972) 499-8264

Bill To:
City of Nacogdoches Attn: Dennis Varela 202 East Pilar Street Nacogdoches, TX 75961 United States

Date	Invoice
12/12/2025	54281
Account	
City of Nacogdoches	

Terms	Due Date	PO Number	Reference	
Net 30 days	01/11/2026		Order #846	

Products & Other Charges	Quantity	Price	Amount
<u>Billable Products & Other Charges</u>			
GAPPS-ENT-STD-1USER-1MO: Google Workspace Enterprise Standard Start Date: 12/06/2025 End Date: 12/05/2026 Type: Renewal 3+ Product: Enterprise Standard Customer Domain Name: ci.nacogdoches.tx.us	390.00	\$275.40	\$107,406.00
Total Products & Other Charges:			\$107,406.00
Make checks payable to Cima Solutions Group, LLC	Invoice Subtotal:		\$107,406.00
	Sales Tax:		\$0.00
	Invoice Total:		\$107,406.00
	Payments:		\$0.00
	Credits:		\$0.00
	Balance Due:		\$107,406.00

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of a proposed Oil and Gas Lease between the City of Nacogdoches and Banita Creek Development, LLC. (City Attorney)

SUMMARY/BACKGROUND: The proposed Oil and Gas Lease Agreement seeks the inclusion of certain public street rights-of-way within a pooling agreement which includes several adjoining properties. The Lessee has contracted with an adjoining landowner to place a well with the intention of directionally drilling under the remainder of the pooled properties, to include the public street rights-of-way owned by the City of Nacogdoches.

The proposed Oil and Gas Lease with the City does not permit "drilling, prospecting or mining operations" or the placement of "any pipelines, roads or any other structures or any type of facilities" on or across the surface of the City's rights-of way. Rather, the Lease only permits Banita Creek Development, LLC's the right to "prospect, drill, mine and produce said minerals" located within the pooled properties, including the City's rights-of-way, through the "drilling, operating and maintaining of directional wells" located on a neighboring property.

The proposed Oil and Gas Lease would include the following 6.07 acres, more or less, situated in the City of Nacogdoches, Nacogdoches County, Texas, and being portions of the public street rights-of-way generally located within City Blocks 29, 30, 35, 36, 37, 38, 39, and 48. Specifically, these include:

- Martin Luther King Jr. Blvd.: Beginning at the intersection of Martin Luther King Jr. Blvd. and South Fredonia St., and extending southeast along the eastern right-of-way line to the northeast corner of Lot 2-A, Block 37.
- South Fredonia St.: Beginning at the southwest corner of Lot 26-4-B, Block 32 (which is also the northeast corner of Lot 26-5, Block 32), and extending southwest along the southern right-of-way line to the northwest corner of Lot 10-A, Block 38 (which is also the northeast corner of Lot 42-C, Block 48).
- W. Gaylon Brooks St.: Beginning at the intersection of W. Gaylon Brooks St. and Virginia Ave., and extending southeast along the centerline to the intersection of W. Gaylon Brooks St. and South St.
- E. Gaylon Brooks St.: Beginning at the intersection of E. Gaylon Brooks St. and South St., and extending southeast along the centerline to the intersection of E. Gaylon Brooks St. and South Fredonia St.
- W. Craven St.: Beginning at the intersection of W. Craven St. and Virginia Ave., and extending easterly along the centerline to the intersection of W. Craven St. and South St.
- Virginia Ave.: Beginning at the northeast corner of Lot 18, Block 35 (which is also the southeast corner of Lot 18-A-1, Block 35), extending south to the intersection of W. Gaylon Brooks St. and Virginia Ave., then continuing southwest along the northern right-of-way line to the northwest corner of Lot 53-I, Block 48 (which is also the northeast corner of Lot 53-E, Block 48).

- Harris St.: Beginning at the intersection of Virginia Ave. and Harris St., and extending west along the centerline to the southwest corner of Lot 1, Block 48 (which is also the southeast corner of Lot 43-B, Block 48).
- Sunset St.: Beginning at the intersection of Sunset St. and Burk St., and extending east along the centerline to the intersection of Sunset St. and Virginia Ave.

FINANCIAL:

Item is estimated to generate additional revenue. Under the terms of the Oil and Gas Lease, the City would receive a 1/5 royalty.

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

Not Applicable

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

ATTACHMENTS:

1. City of Nacogdoches - 2026 OGL Exhibit B - FINAL CLEAN 1.28.26
2. City of Nacogdoches - 2026 Long Form & Exhibit A - FINAL CLEAN 1.28.26
3. City of Nacogdoches - 2026 OGL Memo - FINAL CLEAN 1.28.26

“EXHIBIT B”

TO PAID UP OIL AND GAS LEASE

DATE: January 14, 2026

LESSOR: City of Nacogdoches, acting by Rick Beverlin, City Manager
P.O. Box 635030
Nacogdoches, TX 75963

LESSEE: Banita Creek Development, LLC
P.O. Box 262
Etoile, TX 75944

LEASED PREMISES: 6.07 acres, more or less, Nacogdoches County, Texas, as more fully described on Exhibit “A”

Notwithstanding anything contained in this lease to the contrary, the following provisions are made a part of this lease and are superior to any other parts of this lease. In the event a conflict between the terms of this Exhibit and the terms of the Paid-Up Oil and Gas Lease form, the terms of this Exhibit shall prevail.

14. This lease covers only oil, gas and other related hydrocarbons and constituent elements (including sulphur) which may be produced with oil and gas and the reference to “other minerals” is hereby deleted.
15. Lessee agrees that on abandonment of any well on said land that Lessee will close and plug such hole in accordance with the requirements of the Railroad Commission of the State of Texas.
16. If a part of the leased premises is included within the lateral boundaries of a unit or units, drilling operations on or production from or the payment of shut-in royalties on such unit or units shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such unit or units, provided that the shut-in royalties which may be paid with respect to any such unit or units shall be reduced in the proration that the total number of acres from the leased premises which are not included in such unit or units bears to the total number of acres covered by this lease. A “unit” for the purposes hereof shall be defined as (1) a production or pooled unit designated in accordance with the pooling provisions of this lease, or (2) if no production or pooled unit is designated, a proration unit as filed with the Railroad Commission of Texas for allowable purposes under the applicable field rules governing same; or (3) an oil or gas unit which Lessee may designate in writing that will conform in size as to the units allowed under the above stated pooling provisions of this lease. During the primary term hereof, this lease may be maintained in force as to land not included within the lateral boundaries of such unit or units in any manner provided for in this lease. As to that portion of the leased premises not included in such unit or units after the expiration of the primary term, this lease may be maintained only by production of oil, gas and other minerals therefrom or by operations or other provisions in the lease which pertain to reworking, drilling or other operations at or after the expiration of the primary term or the extension period of the term as provided in the lease.
17. In the event this lease is perpetuated beyond its primary term, this lease shall terminate one (1) year after the expiration of the primary term or extension thereof, as provided for by drilling operations as described above, as to all depths underlying the above described land below a depth of one hundred (100) feet below the stratigraphic equivalent of the deepest depth drilled on the leased premises or on lands then pooled therewith.
18. Lessee’s right to maintain this lease in force, after the primary term by “shut-in” royalty payments under paragraph 4 of this lease, shall not continue for any one shut-in period of more than three (3) consecutive years, and shut-in royalty payments shall be at the rate of \$25.00 per net mineral acre covered by this lease per year, payable annually.
19. Each and all of the royalties due and payable to Lessor shall be computed without any deduction or charge for any cost or expense whatsoever for production, delivery, processing, or any other purpose, except that Lessor’s royalties shall bear any (1) severance, ad valorem or windfall profits taxes attributable to them as well as (2) payments by lessor to independent third parties for transportation/marketing of gas downstream, when sold other than at the well head.
20. Lessee, its successors, agents and assigns agree to indemnify, hold harmless and defend Lessor, its heirs and assigns, from and against all suits, claims, demands and causes of action that may be at any time brought or made by any person, firm or corporation, or other entity, including but not limited to employees or agents of Lessee arising out of or in any way connected with Lessee’s activities, operations, equipment or facilities on the leased premises. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF LESSOR’S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OF**

DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF ANY INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LESSOR OR LESSOR'S AGENTS BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR OR LESSOR'S AGENTS.

21. Royalty payments as shall become due to Lessor by reason of the production of oil or gas from a well or wells located upon the leased premises or upon lands with which the leased premises or a part thereof shall have been pooled to form a pool or unit for purposes of production, shall be timely paid as required by 91.401 et seq of the Texas Natural Resources Code. Lessor shall further receive interest on late payments as therein provided when such royalties are not timely paid.
22. Lessee's books and accounts, receipts and discharges of all wells, tanks, vats, pools, meters, pipelines, and all contracts and other records pertaining to the production, transportation, sale and marketing of oil and/or gas shall at all times be subject to inspection and examination by Lessor or any duly authorized representative of Lessor.
23. By the acceptance hereof, Lessee agrees that no drilling, prospecting or mining operations will be conducted, nor any pipelines, roads or any other structures or any type of facilities will be constructed upon the surface of the herein leased premises; however, Lessee shall have the right to prospect, drill, mine and produce said minerals from said land by operations which it may conduct on adjoining or nearby lands (not owned by Lessor) through the drilling, operating and maintaining of directional wells on such adjoining or nearby lands, or by operations which it may conduct upon lands with which the herein leased premises or any part thereof may be pooled.
24. Lessee understands and agrees that Lessor, their heirs or assigns, shall not be held liable to Lessee, its successors or assigns, upon any warranty of title contained in this lease. It shall be the responsibility of Lessee to make such title examination and satisfy itself as to the mineral ownership of Lessor and their rights to execute this lease in favor of Lessee. In the event it is determined that Lessor does not own title to the minerals as may otherwise be warranted or represented herein, Lessor shall have no obligation to reimburse Lessee for any payments heretofore received by Lessor and paid by Lessee in accordance with such representation as to fee simple title to said minerals.
25. Lessee, its heirs and assigns, is hereby granted the option to extend the primary term of this lease for an additional two (2) years, by tendering to Lessor the sum equal to two-hundred and fifty dollars (\$250.00) per net mineral acre on or before January 14, 2029.
26. In the event that any part of the lands described in this lease are pooled and are included in a "unit" after said "unit" is in production, Lessor shall be entitled to royalty payment from the date of first production of said "unit".
27. If at the expiration of the primary term, this lease is held in force and effect by production of oil, gas or other minerals from the leased premises as herein provided, and the aggregate total of royalties paid to Lessor in the twelve (12) month period from and after the last day of the Primary Term, or any succeeding twelve (12) month period, is less than \$100.00 per net mineral acre subject to this lease during such twelve (12) month period, then, and in that event, the Lessee, or its successors or assigns, agrees to pay, within ninety (90) days after the expiration of any such twelve (12) month period, directly to Lessor an amount equal to \$100.00 per net mineral acre subject to this lease during any such twelve (12) month period, less the total amount of royalties and shut-in royalties received by Lessor pursuant to this lease during such twelve (12) month period. For the purposes of this paragraph, the first twelve (12) month period shall commence on the date of the next day following the expiration date of the primary term, and each succeeding twelve (12) month period shall commence on the twelve (12) month anniversary of such date. For the purposes of computing the aggregate total of royalties paid to Lessor in the twelve (12) month period, Lessor's royalty payment amount shall be calculated prior to the deduction of (1) severance, ad valorem, or windfall profit taxes attributable to them as well as (2) payments by Lessor to independent third parties for transportation/marketing of gas downstream, when sold other than at the well head.

In Witness Whereof, this Lease is executed on the date first above written.

LESSOR:
CITY OF NACOGDOCHES, TEXAS

BY: _____
Rick Beverlin, City Manager

PAID UP OIL AND GAS LEASE

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.

THIS LEASE AGREEMENT is made as of the 14th day of January 2026 between City of Nacogdoches, acting by Rick Beverlin, City Manager, whose mailing address is: P.O. Box 635030, Nacogdoches, Texas 75963, as Lessor (whether one or more), and Banita Creek Development, LLC whose mailing address is: P.O. Box 262 Etoile, Texas 75944 as Lessee.

All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises.

(SEE EXHIBITS "A" & "B" ATTACHED HERETO)

In the County of Nacogdoches, State of Texas, containing 6.07 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth** of the proceeds realized by Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at **THE ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or land pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component

thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

8. Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly, or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Release of Lease. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. Ancillary Rights. In exploring for developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Regulation and Delay. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. Breach or Default. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Warranty of Title. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor

LESSOR:
CITY OF NACOGDOCHES, TEXAS

BY: _____
Rick Beverlin, City Manager

STATE OF TEXAS §

COUNTY OF NACOGDOCHES §

BEFORE ME, the undersigned authority on this day personally appeared Rick Beverlin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of CITY OF NACOGDOCHES, TEXAS, and as the City Manager, thereof, for the purposes and consideration therein expressed.

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

My Commission Expires

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN PAID UP OIL AND GAS LEASE DATED JANUARY 14, 2026, BY AND BETWEEN CITY OF NACOGDOCHES, ACTING BE RICK BEVERLIN, CITY MANAGER, AS LESSOR AND BANITA CREEK DEVELOPMENT, LLC AS LESSEE, COVERING THE FOLLOWING LANDS, TO WIT:

6.07 acres, more or less, situated in the City of Nacogdoches, Nacogdoches County, Texas, and being portions of the public street rights-of-way generally located within City Blocks 29, 30, 35, 36, 37, 38, 39, and 48, as shown on the official plat records of Nacogdoches County, Texas. The property excludes any portions within the State-owned right-of-way of South Street (Business US 59-F/Business SH 7-B). The described segments, including full right-of-way widths unless otherwise noted, are as follows:

- **Martin Luther King Jr. Blvd.:** Beginning at the intersection of Martin Luther King Jr. Blvd. and South Fredonia St., and extending southeast along the eastern right-of-way line to the northeast corner of Lot 2-A, Block 37.
- **South Fredonia St.:** Beginning at the southwest corner of Lot 26-4-B, Block 32 (which is also the northeast corner of Lot 26-5, Block 32), and extending southwest along the southern right-of-way line to the northwest corner of Lot 10-A, Block 38 (which is also the northeast corner of Lot 42-C, Block 48).
- **W. Gaylon Brooks St.:** Beginning at the intersection of W. Gaylon Brooks St. and Virginia Ave., and extending southeast along the centerline to the intersection of W. Gaylon Brooks St. and South St.
- **E. Gaylon Brooks St.:** Beginning at the intersection of E. Gaylon Brooks St. and South St., and extending southeast along the centerline to the intersection of E. Gaylon Brooks St. and South Fredonia St.
- **W. Craven St.:** Beginning at the intersection of W. Craven St. and Virginia Ave., and extending easterly along the centerline to the intersection of W. Craven St. and South St.
- **Virginia Ave.:** Beginning at the northeast corner of Lot 18, Block 35 (which is also the southeast corner of Lot 18-A-1, Block 35), extending south to the intersection of W. Gaylon Brooks St. and Virginia Ave., then continuing southwest along the northern right-of-way line to the northwest corner of Lot 53-I, Block 48 (which is also the northeast corner of Lot 53-E, Block 48).
- **Harris St.:** Beginning at the intersection of Virginia Ave. and Harris St., and extending west along the centerline to the southwest corner of Lot 1, Block 48 (which is also the southeast corner of Lot 43-B, Block 48).
- **Sunset St.:** Beginning at the intersection of Sunset St. and Burk St., and extending east along the centerline to the intersection of Sunset St. and Virginia Ave.

Collectively, these street segments constitute an area of 6.07 acres, more or less, as shown on the official plat records of Nacogdoches County, Texas.

SIGNED FOR IDENTIFICATION:

LESSOR:

CITY OF NACOGDOCHES, TEXAS

BY: _____
Rick Beverlin, City Manager

NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL AND GAS LEASE

Certain Definitions:

Dated: January 14, 2026

Lessor: City of Nacogdoches, acting by Rick Beverlin, City Manager
P.O. Box 635030
Nacogdoches, TX 75963

Lessee: Banita Creek Development, LLC
P.O. Box 262
Etoile, Texas 75944

Primary Term: Three (3) Years with the option to extend an additional two (2) Years.

Property: 6.07 acres, more or less, situated in the City of Nacogdoches, Nacogdoches County, Texas, and being portions of the public street rights-of-way generally located within City Blocks 29, 30, 35, 36, 37, 38, 39, and 48, as shown on the official plat records of Nacogdoches County, Texas The property excludes any portions within the State-owned right-of-way of South Street (Business US 59-F/Business SH 7-B). The described segments, including full right-of-way widths unless otherwise noted, are as follows:

- **Martin Luther King Jr. Blvd.:** Beginning at the intersection of Martin Luther King Jr. Blvd. and South Fredonia St., and extending southeast along the eastern right-of-way line to the northeast corner of Lot 2-A, Block 37.
- **South Fredonia St.:** Beginning at the southwest corner of Lot 26-4-B, Block 32 (which is also the northeast corner of Lot 26-5, Block 32), and extending southwest along the southern right-of-way line to the northwest corner of Lot 10-A, Block 38 (which is also the northeast corner of Lot 42-C, Block 48).
- **W. Gaylon Brooks St.:** Beginning at the intersection of W. Gaylon Brooks St. and Virginia Ave., and extending southeast along the centerline to the intersection of W. Gaylon Brooks St. and South St.
- **E. Gaylon Brooks St.:** Beginning at the intersection of E. Gaylon Brooks St. and South St., and extending southeast along the centerline to the intersection of E. Gaylon Brooks St. and South Fredonia St.
- **W. Craven St.:** Beginning at the intersection of W. Craven St. and Virginia Ave., and extending easterly along the centerline to the intersection of W. Craven St. and South St.
- **Virginia Ave.:** Beginning at the northeast corner of Lot 18, Block 35 (which is also the southeast corner of Lot 18-A-1, Block 35), extending south to the intersection of W. Gaylon Brooks St. and Virginia Ave., then continuing southwest along the northern right-of-way line to the northwest corner of Lot 53-I, Block 48 (which is also the northeast corner of Lot 53-E, Block 48).
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- **Sunset St.:** Beginning at the intersection of Sunset St. and Burk St., and extending east along the centerline to the intersection of Sunset St. and Virginia Ave.

Collectively, these street segments constitute an area of 6.07 acres, more or less, as shown on the official plat records of Nacogdoches County, Texas.

THIS MEMORANDUM SHALL CONSTITUTE NOTICE that the Lessor has executed and delivered to Lessee a certain Paid Up Oil and Gas Lease dated the date of this Memorandum (the "Lease"), covering the Property for the Primary Term and so long thereafter as Lessee meets the drilling obligations as provided in the Lease; and Lessor has therein granted a Lease and leased the Property unto Lessee upon the provisions as set forth in the Lease.

This Memorandum has been filed of record in Nacogdoches County, Texas, in lieu of a counterpart or certified copy of the Lease for the purpose of placing any and all interested persons on actual and constructive notice of the existence and provisions of the Lease, and shall not enlarge, restrict or alter the rights, duties and liabilities of any of the parties thereto. Reference is hereby made to the Lease for all of the provisions thereof which are hereby incorporated herein by this reference as if they were set forth herein in their entirety. The parties acknowledge that the Property described above describes the same lands as those described in the Lease. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall control.

This Memorandum and all of its terms, conditions, covenants and provisions shall extend to and be binding upon all the heirs, successors and assigns of the Lessor and Lessee.

LESSOR:
CITY OF NACOGDOCHES, TEXAS

BY: _____
Rick Beverlin, City Manager

STATE OF TEXAS §

COUNTY OF NACOGDOCHES §

BEFORE ME, the undersigned authority on this day personally appeared Rick Beverlin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of CITY OF NACOGDOCHES, TEXAS, and as the City Manager, thereof, for the purposes and consideration therein expressed.

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

My Commission Expires

NOTARY PUBLIC, STATE OF TEXAS

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a purchase order by and between the City of Nacogdoches and Applied Industrial Technologies, Inc. for repair parts for Water Utilities Division utilizing OMNIA Cooperative Purchasing Contract #16154 in the amount of \$210,000.00 for FY25-26 (Director of Public Works/City Engineer).

SUMMARY/BACKGROUND: In the Wastewater Treatment Division, process components undergo constant wear and tear requiring frequent replacement of bearings, couplings and other components to maintain the functionality of the Wastewater Treatment Plant (WWTP). These parts are expensive and the division spends several hundred thousand dollars each year maintaining the different components.

In prior years, parts purchases had been completed under individual purchase orders. Staff is working towards establishing annual blanket purchase orders for these purchases and, to that end, is asking for consideration of a purchase order for the remainder of this fiscal year with the intent to establish these purchase orders at the beginning of subsequent fiscal years.

Applied Industrial Technologies is based out of Longview and carries the parts needed for repairs at the WWTP. They are under an OMNIA cooperative purchasing contract (OMNIA Contract #16154) which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). These parts are budgeted each year in the Wastewater Treatment operating budget.

FINANCIAL:

Item is budgeted:

Account No.: 30.39 620.35

Account Name: *Wastewater Treatment - Facility Maintenance*

Amount: \$210,000.00

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

Infrastructure

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

ATTACHMENTS: 1. OMNIA Sheet

A Trusted Strategic Sourcing Partner for Industrial MRO Supplies

Contract #: 16154

Effective Dates: 2-1-17 through 12-31-26

Publicly Solicited and Awarded by Maricopa County, Arizona



Applied Industrial Technologies offers great convenience and value through our **OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) cooperative purchasing agreement**. From a single bearing to a hydraulic system, you can count on Applied® to have what you need, when you need it.

Benefits to Public Agencies

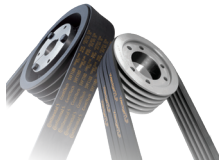
- Expedited procurement process
- Publicly solicited and awarded national contract
- Cost savings with a competitive pricing structure
- Trusted brands – access to more than 7 million products from more than 4,000 trusted manufacturers
- Expertise – our associates' ability to evaluate operations and suggest improved products or processes
- Local support and inventory – more than 480 U.S. operating facilities and a robust, nationwide sales force
- Delivery – national supply chain network to expedite orders
- Reduce total cost of procurement through Documented Value-Added® (DVA®) programs
- 24-hour emergency service center support
- No cost to participate

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Bearings



Power Transmission



Material Conveyance



Industrial Rubber



Fluid Power

OMNIA
P A R T N E R S

Authorized distributor:

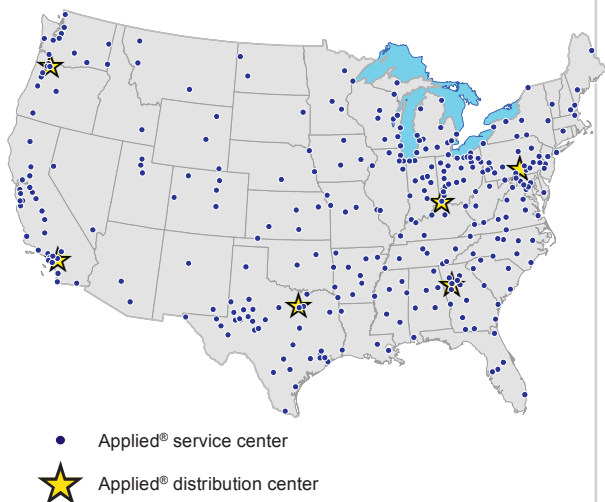
 **APPLIED**
Industrial Technologies®

Federal ID: 34-0117420 (corporate)

U.S. Operating Facilities:

More than 480 in 48 states

U.S. Distribution Centers: 6



- Increased productivity
- Reduced maintenance costs
- Cost savings with a competitive pricing structure
- Part sourcing and OEM conversion
- Energy savings
- Repair and maintenance services
- Inventory management
- Vendor managed inventory
- Fabrication and assembly of fluid power and rubber components
- Hose shop services
- MaintenancePRO® technical training
- 24-hour emergency support
- Lead-time reduction

Products & Services Awarded Through Competitive Bidding Process

Bearings, Power Transmission and Material Conveyance

- Bearings – Ball, Mounted, Plain, Roller, Cam Followers, Rod Ends, Die Bearings
- Bushings, Bearing Isolators and Specialty Bearings
- Linear Bearings – Profile Rail, Recirculating Roller, Round Rail Shaft, Support Rails
- End Blocks and Track Roller Systems
- Linear Actuators, Worm Gear Jacks and Ball Screws
- Guide Rails and Hardware
- Inner Race Shafting
- Oil Seals, Shaft Seal Kits and Wear Sleeves
- Spindles/Live and Dead Centers

Hydraulic and Pneumatic Components and Accessories

- Pneumatic and Hydraulic Cylinders, Gauges, Filtration, Pumps, Motors, Valves
- Manifolds and Sub-Plates
- Hydraulic Seals, Wiper Seals, Pump Seals
- Mechanical Seals, Packing and Gaskets
- Air Preparation
- Hydrostatic Transmissions

- Hydraulic Power Units
- Accumulators
- Vacuum Products
- Hydraulic Lubrication Products
- Shock Absorbers and Accessories

Hose, Hose Fittings and Rubber Products

- Tubing, Fittings, Hose and Quick Disconnects
- Hydraulic Hose, Fittings, Quick Disconnects and Adapters
- Hose Reels
- Fire Hose and Fittings
- Industrial Hose – Material Handling, Suction, Discharge, Fuel, etc.

Power Transmission

- Belt Drive Components, Sheaves, Bushings and V-Belts
- Chain Drive Components – Roller Chain, Sprockets
- Couplings and U-Joints
- Gear Reducers, Gear Motors, Open Gearing
- Tensioners, Tighteners and Idlers

- AC and DC Motors, Variable Frequency Drives, Brakes, Clutch Brakes and Accessories
- Mechanical Adjustable Speed Drives
- Sensors and Splines

Material Conveyance

- Belt and Chain Conveyor Components and Accessories
- Elevator Buckets
- Floor Cranes, Hoists and Accessories
- Link Chain, Cable and Accessories
- Screw Conveyor Components
- Wear Strips

Services

- Repair Services – Hydraulic, Pneumatic, Gearbox, Ball Screw, Circuit Boards and more
- Rubber Services – Conveyor Belt Installation and Repair, Rubber Fabrication, Chute Lining and more
- Other Services – Training, Vendor Managed Inventory Solutions

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City Council Meeting

Date: February 3, 2026

Agenda Item: 6.A.

PRESENTER: Scott Weems, Police Chief

ITEM/SUBJECT: Receive the 2025 Racial Profiling Report. (Chief of Police)

SUMMARY/BACKGROUND: The 2025 Racial Profiling is required by Texas Code of Criminal Procedure Art 2.132(b)(7) which states that the chief administrator of the agency is required to submit an annual report of the information collected under Subdivision (6) on motor vehicle stops to: (A) the Texas commission on Law Enforcement; and (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state. This includes the full report containing data analyzed by this department utilizing the Brazos data system. This report was also submitted to the Texas Commission on Law Enforcement (TCOLE) on January 15, 2026.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. 2025 Racial Profiling PPP

City of Nacogdoches Population Demographics

- Nacogdoches, Texas, has a diverse racial makeup, with White (Non-Hispanic) and Black or African American (Non-Hispanic) being the largest racial groups, followed by a significant Hispanic or Latino population, according to recent data (around 2023-2025 estimates).
 - **Key Racial & Ethnic Groups (approximate percentages):**
 - **White (Non-Hispanic): ~50.7%**
 - **Black or African American (Non-Hispanic): ~26.52%**
 - **Hispanic or Latino (of any race): ~19.8%**
 - **Two or More Races: ~10.13% (Multiracial)**
 - **Asian/Pacific Islanders: ~0.87%**
 - **American Indian & Alaska Native: ~0.42%**

Location of Stop

CITY STREET	94.29%	10,247
COUNTY ROAD	0.08%	9
PRIVATE PROPERTY OR OTHER	0.72%	78
STATE HIGHWAY	0.43%	47
US HIGHWAY	4.47%	486
Grand Total	100.00%	10,867

Was Race Known Prior to Stop

NO	92.60%	10,063
YES	7.40%	804
Grand Total	100.00%	10,867

Race or Ethnicity

ALASKA NATIVE/AMERICAN INDIAN	0.51%	55
ASIAN/PACIFIC ISLANDER	0.70%	76
BLACK	36.48%	3,964
HISPANIC/LATINO	22.57%	2,453
WHITE	39.74%	4,319
Grand Total	100.00%	10,867

Gender-Female

Alaska Native/American Indian	0.12%	5
Asian/Pacific Islander	0.67%	29
Black	37.41%	1,609
Hispanic	17.67%	760
White	44.13%	1,898
Total	100%	4,301

Gender-Male

Alaska Native/American Indian	0.76%	50
Asian/Pacific Islander	0.72%	47
Black	35.87%	2,355
Hispanic	25.78%	1,693
White	36.87%	2,421
Total	100%	6,566

Reason for Stop – Moving Traffic Violation

Alaska Native/American Indian	0.54%	39
Asian/Pacific Islander	0.75%	54
Black	35.87%	2,577
Hispanic	22.42%	1,611
White	40.42%	2,904
	100%	7,185

Reason for Stop Pre-Existing Knowledge

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	0	0
BLACK	40	51.95%
HISPANIC/LATINO	19	24.68%
WHITE	18	23.38%
Grand Total	77	100.00%

Vehicle Traffic Violation

ALASKA NATIVE/AMERICAN INDIAN	0.47%	13
ASIAN/PACIFIC ISLANDER	0.69%	19
BLACK	37.35%	1,033
HISPANIC/LATINO	22.92%	634
WHITE	38.58%	1,067
Grand Total	100.00%	2,766

Violation of Law

ALASKA NATIVE/AMERICAN INDIAN	0.36%	3
ASIAN/PACIFIC ISLANDER	0.36%	3
BLACK	37.43%	314
HISPANIC/LATINO	22.53%	189
WHITE	39.33%	330
Grand Total	100.00%	839

Was Search Conducted-No

ALASKA NATIVE/AMERICAN INDIAN	0.56%	54
ASIAN/PACIFIC ISLANDER	0.74%	72
BLACK	33.75%	3,269
HISPANIC/LATINO	23.29%	2,256
WHITE	41.66%	4,036
Grand Total	100.00%	9,687

Was Search Conducted-Yes

ALASKA NATIVE/AMERICAN INDIAN	0.08%	1
ASIAN/PACIFIC ISLANDER	0.34%	4
BLACK	58.90%	695
HISPANIC/LATINO	16.69%	197
WHITE	23.98%	283
Grand Total	100.00%	1,180

Reason for Search-Consent

ALASKA NATIVE/AMERICAN INDIAN	.35%	1
ASIAN/PACIFIC ISLANDER	0%	0
BLACK	41.61%	119
HISPANIC/LATINO	22.03%	63
WHITE	36.01%	103
Grand Total	100.00%	286

Reason for Contraband in Plainview

ALASKA NATIVE/AMERICAN INDIAN	0%	0
ASIAN/PACIFIC ISLANDER	0%	0
BLACK	55.56%	10
HISPANIC/LATINO	27.78%	5
WHITE	16.67%	3
Grand Total	100.00%	18

Reason for Search-Incident to Arrest

ALASKA NATIVE/AMERICAN INDIAN	0%	0
ASIAN/PACIFIC ISLANDER	0%	0
BLACK	30.30%	10
HISPANIC/LATINO	39.39%	13
WHITE	30.30%	10
Grand Total	100.00%	33

Reason for Search-Inventory

ALASKA NATIVE/AMERICAN INDIAN	0%	0
ASIAN/PACIFIC ISLANDER	0%	0
BLACK	33.33%	23
HISPANIC/LATINO	30.43%	21
WHITE	36.23%	25
Grand Total	100.00%	69

Reason for Search-Probable Cause

ALASKA NATIVE/AMERICAN INDIAN	0%	0
ASIAN/PACIFIC ISLANDER	.52%	4
BLACK	68.86%	533
HISPANIC/LATINO	12.27%	95
WHITE	18.35%	142
Grand Total	100.00%	774

Was Contraband Discovered-Yes

ALASKA NATIVE/AMERICAN INDIAN	Finding result in Arrest		
	Yes	0	0
	No	0	0
	Finding result in Arrest		
ASIAN/PACIFIC ISLANDER	Yes	.17%	1
	No	.34%	2
BLACK	Finding result in Arrest		
	Yes	18.79%	112
	No	40.60%	242
	Finding result in Arrest		
HISPANIC/LATINO	Yes	5.03%	30
	No	10.57%	63
WHITE	Finding result in Arrest		
	Yes	6.54%	39
	No	17.95%	107
Grand Total		100.00%	596

Was Contraband Discovered-No

ALASKA NATIVE/AMERICAN INDIAN	No	0.17%	1
ASIAN/PACIFIC ISLANDER	No	.17%	1
BLACK	No	58.39%	341
HISPANIC/LATINO	No	17.81%	104
WHITE	No	23.46%	137
Grand Total		100.00%	584

Description of Contraband-Alcohol

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	.86%	1
BLACK	42.24%	49
HISPANIC/LATINO	24.14%	28
WHITE	32.76%	38
Grand Total	100%	116

Description of Contraband-Currency

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	0	0
BLACK	100%	1
HISPANIC/LATINO	0	0
WHITE	0	0
Grand Total	100%	1

Description of Contraband-Drugs

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	.44%	2
BLACK	66.67%	302
HISPANIC/LATINO	12.36%	56
WHITE	20.53%	93
Grand Total	100%	453

Description of Contraband-None

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	0	0
BLACK	50%	1
HISPANIC/LATINO	0	0
WHITE	50%	1
Grand Total	0	0

Description of Contraband-Other

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	0	0
BLACK	30.77%	16
HISPANIC/LATINO	17.31%	9
WHITE	51.92%	27
Grand Total	100%	52

Description of Contraband-Stolen Property

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	0	0
BLACK	60.00%	3
HISPANIC/LATINO	20.00%	1
WHITE	20.00%	1
Grand Total	100.00%	5

Description of Contraband-Weapons

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	0	0
BLACK	71.43%	30
HISPANIC/LATINO	16.67%	7
WHITE	11.90%	5
Grand Total	100.00%	42

Result of Stop-Arrest

ALASKA NATIVE/AMERICAN INDIAN	0.32%	1
ASIAN/PACIFIC ISLANDER	0.32%	1
BLACK	51.60%	161
HISPANIC/LATINO	21.79%	68
WHITE	25.96%	81
Grand Total	100%	312

Result of Stop-Citation

ALASKA NATIVE/AMERICAN INDIAN	0.39%	7
ASIAN/PACIFIC ISLANDER	0.68%	12
BLACK	32.09%	569
HISPANIC/LATINO	26.90%	477
WHITE	39.93%	708
Grand Total	100%	1,773

Result of Stop-Citation and Arrest

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	0	0
BLACK	70.00%	7
HISPANIC/LATINO	10.00%	1
WHITE	20.00%	2
Grand Total	100%	10

Result of Stop-Verbal Warning

ALASKA NATIVE/AMERICAN INDIAN	0.54%	42
ASIAN/PACIFIC ISLANDER	0.76%	59
BLACK	37.74%	2,943
HISPANIC/LATINO	22.13%	1,726
WHITE	38.84%	3,029
Grand Total	100%	7,799

Result of Stop-Written Warning

ALASKA NATIVE/AMERICAN INDIAN	0.52%	5
ASIAN/PACIFIC ISLANDER	0.42%	4
BLACK	28.85%	277
HISPANIC/LATINO	18.75%	180
WHITE	51.46%	494
Grand Total	100%	960

Result of Stop-Written Warning/Arrest

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	0	0
BLACK	53.85%	7
HISPANIC/LATINO	7.69%	1
WHITE	38.46%	5
Grand Total	100%	13

Arrest Based on-Outstanding Warrant

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	0	0
BLACK	67.35%	33
HISPANIC/LATINO	12.24%	6
WHITE	20.41%	10
Grand Total	100%	49

Arrest Based on-Violation of Traffic Law

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	0.37%	1
BLACK	51.10%	139
HISPANIC/LATINO	22.06%	60
WHITE	26.47%	72
Grand Total	100%	272

Arrest Based on-Violation of Penal Code

ALASKA NATIVE/AMERICAN INDIAN	7.14%	1
ASIAN/PACIFIC ISLANDER	0	0
BLACK	21.43%	3
HISPANIC/LATINO	28.57%	4
WHITE	42.86%	6
Grand Total	100%	14

Was Physical Force Used-No

ALASKA NATIVE/AMERICAN INDIAN	0.51%	55
ASIAN/PACIFIC ISLANDER	0.70%	76
BLACK	36.48%	3,964
HISPANIC/LATINO	22.57%	2,452
WHITE	39.75%	4,319
Grand Total	100%	10,866

Was Physical Force Used-Yes

ALASKA NATIVE/AMERICAN INDIAN	0	0
ASIAN/PACIFIC ISLANDER	0	0
BLACK	0	0
HISPANIC/LATINO	100%	1
WHITE	0	0
Grand Total	100%	1

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of an Ordinance of the City of Nacogdoches, Texas, Amending Chapter 102—"Traffic and Vehicles", Article X—"Tow Truck and Vehicle Storage Business Regulations", 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 102 of the Code of Ordinances, and specifically portions of Article X related to the City's regulation of tow trucks, towing operations, and vehicle storage facilities in the jurisdiction of the City of Nacogdoches. The Texas Occupations Code specifies certain regulations and guidelines for the operation of tow truck companies and vehicle storage facilities in the State of Texas. As provided for therein, the towing industry is regulated throughout the State of Texas by the Texas Department of Licensing and Regulation (TDLR). However, under Texas Occupations Code §§2308.201 et seq., municipalities and counties have been granted certain authority to impose additional local regulations.

During the 88th Legislative Session, the Texas Legislature enacted, and Governor Abbott subsequently signed into law, the Texas Regulatory Consistency Act, H.B. 2127 (a.k.a. the "Death Star" Bill). The stated purpose of H.B. 2127 was to create regulatory uniformity and prevent the enforcement of local laws that potentially conflict with state regulations. It established the concept of "field preemption" with respect to several state statutes/regulations, including the Texas Occupations Code. H.B. 2127 was almost immediately challenged, and the trial court ruled it to be unconstitutional. However, in July 2025, the Third Court of Appeals (Austin) overturned the trial court's ruling and reinstated the Bill.

In light of the enactment of H.B. 2127 and the appellate court's reinstatement of it, the City has prepared the proposed amendment to its towing ordinance. The amendments include: (1) removal of the local permitting/inspection requirement; (2) removal of any fees associated with local permitting/inspection; (3) removal of the limitation on fees for non-consent tows and adoption of the limitations imposed by TDLR; and (4) clarification of the requirements for placement on tow rotation list.

FINANCIAL:

Item will remove the collection of local permit fees (\$30 per year per tow truck) from the Master Fee Schedule.

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

Not Applicable

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

ATTACHMENTS: 1. Ordinance_102-365_Tow Truck

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING CHAPTER 102 – “TRAFFIC AND VEHICLES”, ARTICLE X. – “TOW TRUCK AND VEHICLE STORAGE BUSINESS REGULATIONS”, 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, Chapter 2308 of the Texas Occupations Code imposes certain regulations and guidelines for tow truck companies, tow trucks, and tow truck operators, to include both consent and non-consent towing, as well as vehicle storage facilities in the State of Texas; and

WHEREAS, the Texas Department of Licensing and Regulation (TDLR) regulates these industries and, among other things, requires a license in order to legally operate a tow truck in the State; and

WHEREAS, Texas Occupations Code §§2308.201 et seq. permits the local regulation of tow truck operations by political subdivisions of the State, including municipalities; and

WHEREAS, the City of Nacogdoches is authorized under Article II, § 22[14] of its Charter “...to license and control the operation of automobiles, motorcycles, taxicabs, busses, cabs and carriages and all character of vehicles using the public streets and to regulate the use and occupancy of the streets by any of such vehicles”; and

WHEREAS, as authorized thereunder, the City Council of the City of Nacogdoches has exercised such authority and adopted ordinances concerning the regulation of tow trucks and towing companies within the City; 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 102 – “TRAFFIC AND VEHICLES”, ARTICLE X. – “TOW TRUCK AND VEHICLE STORAGE BUSINESS REGULATIONS” of the Code of Ordinances of the City of Nacogdoches, Texas, is hereby amended, as set hereafter to include the following:

Sec. 102-365. 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:]

Consent tow means any tow of a vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody or control of the vehicle. The term does not include an incident management tow or a private property tow.

Drop fee means a fee that must be offered on a private property tow where the vehicle is hooked up and is ready for immediate transport. Any vehicle that is not “hooked up” completely and ready for immediate transport and the owner or operator of the vehicle arrives on the scene the vehicle must be released without a fee.

Incident means an unplanned randomly occurring traffic event that adversely affects normal traffic.

Incident management tow means any tow of a vehicle in which the tow truck is summoned because of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from a collision or incident scene.

~~*Light-duty tow truck* has a 15,000-pound GVW or greater, a boom capacity of 8,000 minimum with dual winches and a wheel lift with at least 4,000-pound capacity. One hundred feet of three-eighths[inch]-wire rope.~~

Non-consent tow means any tow of a motor vehicle that is not a consent tow, including:

- (1) An incident management tow; and
- (2) A private property tow.

Parking facility means any public or private property used, in whole or in part, for restricted and/or paid parking of vehicles. The term includes a restricted space on a portion of an otherwise unrestricted parking facility, a commercial parking lot, a parking garage, and a parking area serving or adjacent to a business, church, school, home, apartment complex, property governed by a property owner’s association, or government-owned property leased to a private person.

Person means an individual, a corporation, organization, business trust, estate, trust, partnership, joint venture, association, or other legal entity.

~~*Rollback/car carrier* rated for one vehicle has a 19,000-pound GVW; for two vehicles as a 25,500-pound GVW minimum requirements.~~

Tow away means a tow that is conducted from a parking facility and without the consent of the owner or operator of that vehicle, but with the parking facility's authorization.

Tow business means the business of towing or removing vehicles for compensation, or the expectation of compensation, regardless of whether the purpose of the towing is to remove, repair, wreck, store, trade, or purchase vehicles.

Tow rotation list means a list prepared and maintained by the city police department of tow companies, which have requested and qualified to appear thereon.

Tow truck means any motor vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another vehicle. The term does not include:

- (1) A motor vehicle owned and operated by a governmental entity, including a public school district;
- (2) A motor vehicle towing;
 - a. A race car;
 - b. A motor vehicle for exhibition; or
 - c. An antique motor vehicle.
- (3) A recreational vehicle towing another vehicle;
- (4) A motor vehicle that is used in combination with a tow bar, tow dolly, or other mechanical device if the vehicle is not operated in the furtherance of a commercial enterprise;
- (5) A motor vehicle that is controlled or operated by a farmer or rancher and used for towing a farm vehicle;
- (6) A motor vehicle that:
 - a. Is owned or operated by an entity that the primary business of which is the rental of motor vehicles; and
 - b. Only tows vehicles rented by the entity.

Towing company means a person operating a tow truck licensed with ~~the TDLR~~ (Texas Department of Licensing and Regulation ("TDLR")). The term includes the owner, operator, employee or agent of a towing company but does not include a political subdivision of the state.

Unauthorized vehicle means a vehicle parked, stored, or located on a parking facility without the consent of the parking facility owner.

Vehicle means a device in, on, or by which a person or property may be transported on a public roadway. The term includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer, but does not include a device moved by human power or used exclusively on a stationary rail or track.

Vehicle storage facility (VSF) means a facility operated by a person licensed under ~~V.T.C.A.-Texas~~ Occupations Code, ch. 2303.

Vehicle storage facility license means the license issued by TDLR (~~Texas Department of Licensing and Regulation~~) authorizing a business to store vehicles.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-366. License required.

It shall be unlawful for any person to engage in the tow business and make non-consent tows in the city unless such person possesses a current, valid tow truck license, issued by the State of Texas that lists each tow truck operated by that tow company.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-367. Vehicle storage facility.

Each tow company performing non-consent tows shall utilize a licensed VSF located in the city limits or within the extra territorial jurisdiction of the city. The VSF shall maintain the level of insurance coverage required by TDLR and maintain such insurance in full force and effect so long as the facility operates.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-368. Police inspection.

Any tow truck performing non-consent tows within the city limits may be inspected by an official of the Nacogdoches Police Department at any time the tow truck is being operated on the public streets as a tow truck. Such inspections may be conducted to ensure required licenses and compliance with this article and state law. Further, upon the request of the chief of police or his/her designee, a tow company performing non-consent tows within the city shall produce records from VSFs used for non-consent tows to ensure compliance with the maximum rates established under this article and other requirements of this article and state law.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-369. Tow rotation list.

- (a) *Qualifications.* The city police department shall establish and maintain a tow rotation list. Each tow company is required to complete any and all applications and provide required information necessary to apply for the tow rotation list. To be eligible for the rotation list, each tow company is required to comply with all of the following requirements: To qualify, a company must maintain a 24-hour tow service; have one telephone number which is answered 24 hours a day, seven days a week; and uses a VSF that meets or exceeds the Texas Accessibility Standards ("TAS") accessibility criteria, approved by the United States Department of Justice. To be eligible to be placed on the tow rotation list, a tow company shall certify in writing that the VSF meets or exceeds the criteria set forth by TAS, a copy of which will be provided by the city at the time the tow company applies for inclusion on the tow rotation list, as well as the requirements

promulgated by TDLR and as specified in this article. Only those tow trucks that are included on the tow company's tow truck license and are permitted by the city are authorized to respond to an incident management rotation ~~call~~call. Each tow company will maintain its own office within the city limits or the ETJ of the City of Nacogdoches. ~~A tow company may not substitute a tow truck from a different tow company or utilize drivers employed by another tow company that is on the city rotation list to respond to an incident management call.~~ Each tow company is required to maintain a minimum of two light-duty tow trucks, ~~with only one of the two tow trucks being a rollback/car carrier design. All conventional tow trucks must be equipped with hydraulic recovery boom and wheel lifts.~~

- (b) *Drivers.* Each tow company must annually submit and maintain a list of operator/drivers; ~~a minimum of two operator/drivers must be maintained to be eligible to be on rotation,~~ which will be operating the tow trucks included on the company's license along with their address, phone number, Texas driver's license number and a criminal background for each driver. Drug related offenses, theft, or crimes of morale turpitude can be grounds for denial. Each driver must possess a TDLR incident management license and submit to the city a copy of the license. Tow companies are required to update the list of operator/drivers throughout the year to reflect the addition or removal of any drivers. A minimum of two operator/drivers must be maintained to be eligible to be on rotation.
- (c) *License.* Each tow company, requesting placement on the tow rotation list must possess a tow truck license, issued by the State of Texas that lists each tow truck operated by that tow company.
- (d) *Forfeiture of calls.* Failure of any tow truck to check in route, by radio or phone, to the designated location within ten (10) minutes of dispatch making contact with the listed phone number of the tow company ~~or and~~ arriving at the designated location dispatched by the city within thirty 25-(30) minutes of being called Items fgee will result in the forfeiture of that call and shall be considered a violation of this article. Three (3) such forfeitures within twelve (12) months will result in removal from the rotation list. A tow company may not substitute a tow truck from a different tow company or utilize drivers employed by another tow company in an attempt to avoid a forfeiture. However, a tow company may elicit assistance from other tow companies during complex incidents.
- (e) *Temporary removal from list.* Should a tow company wish to be removed from the tow rotation list for a specific period of time, the tow company shall notify the city police department dispatch, ~~in writing, fax or by~~ e-mail, if the time off requested is 24 hours or longer. It shall be the tow company's responsibility to notify dispatch, ~~in writing, fax or by~~ e-mail, when the tow company wishes to return to the tow rotation list.
- (f) *Unneeded calls.* If a tow company is called to respond to a scene by a police officer and subsequently is not needed, that tow company will be placed as "next in line" on the tow rotation list. If a tow truck responds and performs minor service that enables the vehicle to be driven, and for which no fee is charged, that tow company will be placed as "next in line" on the tow rotation list.
- (g) *Method of receiving payment.* Each qualified tow company must be able to accept cash or credit/debit card payments for services rendered.

(h) Heavy-duty tows. The city police department shall maintain a separate list for heavy-duty tows, as that term is specified under Texas Occupations Code §2308.0575, as may be amended.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-370. Truck permits required for rotation non-consent tows.

- (a) *Unlawful to operate tow trucks without permit.* It shall be unlawful for any person to engage in the tow truck business and make rotation non-consent and or police directed/initiated tows in the City of Nacogdoches unless such a person possesses a current, valid permit for that tow truck issued by ~~the City of Nacogdoches Police Department~~ TDLR.
- (b) *Truck permits* Display of license number. Tow trucks shall meet all requirements established by TDLR and the TDLR assigned numbers shall be prominently displayed on each truck in accordance with the associated regulations. ~~The permit shall be affixed to the front windshield so that it can be read from the exterior of the vehicle. Permits will be issued upon successful inspection of each vehicle according to prescribed standards and/or equipment listed in the application. Permits may be suspended and/or revoked by the chief of police or the designee.~~
- ~~(c) Issuance or renewal of truck permits.~~ Permits, unless suspended or revoked, shall be issued/renewed by January 31 of each year and will expire the last day of January the following year. All tow truck inspections will be done in the month of January. Permits may be issued for tow trucks added to the tow truck business during the course of the year provided all necessary paperwork is completed.
- ~~(d) Tow truck permit fee.~~ The permit fee charged by the Nacogdoches Police Department is set forth in the Master Fee Schedule, Addendum A to the Code of Ordinances and is to cover the cost of inspections and maintaining records regarding the ability to safely and adequately operate each tow truck.
- ~~(e) Paperwork information.~~ Any applicant for a tow truck permit shall submit, on a form supplied by the Nacogdoches Police Department, a verified application form containing or accompanied by the following:
 - ~~(1) The true trade name, true owner's name, address, and telephone number of the tow truck company.~~
 - ~~(2) A detailed description of each tow truck proposed to be operated, including Texas tow truck license plate number.~~
 - ~~(3) A copy of the state issued tow truck license. (Cab card)~~
 - ~~(4) The original certificate of insurance that lists public liability, property damage, and any and all other amounts as prescribed by the State of Texas. Must show City of Nacogdoches as certificate holder. The original will be returned to the owner after a photocopy has been made.~~
 - ~~(5) A photocopy of the vehicle storage facility license issued by the State of Texas which must include the physical address and phone number of the facility to be used. The VSF must be located within the ETJ of the City of Nacogdoches and must be publicly listed with local telephone companies.~~

- ~~(6) Written proof that the VSF meets TAS standards.~~
- ~~(7) A copy of an updated non-consent tow fee schedule.~~
- ~~(8) If a tow company owner does not own a VSF, a letter from the proposed VSF storage facility granting permission to store vehicles, to that company owner/business, is required.~~
- ~~(f) Inspection of tow trucks. Every tow truck to be used by the applicant for incident management tows in the tow truck business shall be inspected annually by the Nacogdoches Police Department delegate prior to the issuance of a permit to ascertain if it has met all state requirements along with the following items:~~
 - ~~(1) Current TDLR license (listing all trucks permitted with TDLR).~~
 - ~~(2) Current tow truck license plate registration.~~
 - ~~(3) Current safety inspection certificate.~~
 - ~~(4) The company name and phone number must be permanently displayed on both sides of the tow truck at least four inches in height.~~
 - ~~(5) One fire extinguisher, type ABC dry chemical, at least ten pounds or equivalent. Each extinguisher shall have a number permanently affixed that correlates with the truck it belongs on.~~
 - ~~(6) Light set sufficient to provide rear brake/turn lights and taillights for the towed load (tow lights).~~
 - ~~(7) Three portable red emergency reflectors or reflective orange safety cones.~~
 - ~~(8) Broom and scoop along with a container to contain any and all debris removed from a scene. Each shall have a number permanently affixed that correlates with the truck it belongs on.~~
 - ~~(9) Amber-colored overhead rotating/flashing lights that are to be used only while under the direction of a law enforcement officer at the scene of an accident or while assisting/hooks up to a disabled vehicle on a roadway.~~

~~It shall be unlawful for any permitted tow truck to operate at any time without the required equipment stipulated by state law or this article.~~

(Ord. No. 1570-4-11, 4-5-2011)

Secs. 102-371—102-381. Reserved.

Sec. 102-382. Maximum fees to be charged for non-consent tows.

The maximum fees charged by tow companies for non-consent tows within the city limits shall be the maximum fees established by the TDLR for private property tows and drop fees~~are hereby established by the city as set forth in the Master Fee Schedule, Addendum A to the Code of Ordinances, and reflect fair value of towing services.~~ Itemized receipts shall be provided to owners or operators at the time payment of tow related fees are made. Violations of this provision may result in suspension or removal from the tow rotation list, and criminal penalties against the offender. ~~Towing fees may be reviewed by the City of Nacogdoches bi-annually. A towing fee study shall be performed in conjunction with this review.~~

~~(Fees listed in the Master Fee Schedule are for non-consent tows)~~

~~(Fees listed in the Master Fee Schedule do not include any charges other than tow, to include the use of dollies, go-jacks and clean-up of debris when called for)~~

~~*Fuel surcharge.* Due to the ever increasing prices of fuel a surcharge will be allowed for each cent past the price of \$3.50 per gallon of fuel. Once it is determined that the price of fuel has surpassed the price of \$3.50, the police department will, on a monthly basis, advise what amount can be added to a towing invoice in the amount of \$0.30 for each cent over the amount of \$3.50 as a surcharge. The police department will base the price of fuel on the lowest price of two local distributors at the beginning of each month once it is determined that the price is above \$3.50 per gallon.~~

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-383. Driving tow trucks to scene of an incident prohibited.

No tow company shall drive, or cause to be driven, a tow truck to or near the scene of an incident on a street within the city unless such tow company has been called to the scene by the city police department.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-384. Soliciting towing business on a city street prohibited.

No tow company shall solicit in any manner, directly or indirectly, a person owning/operating any vehicle which is involved in an incident on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, repairing, selling, or purchasing such vehicle.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-385. Impound tows.

Any police officer investigating an accident or offense within the city may order the impoundment of any vehicle involved therein when, in the judgment of such officer, criminal prosecution will be involved as a result of such event, or when it is necessary to impound such vehicle to secure evidence, or when the owner or occupant of the vehicle is unable or fails to have such vehicle removed, or when the vehicle is stopped for a traffic violation, to effect an arrest, or is involved in an accident on a public roadway or public property and the vehicle's owner or operator fails to show proof of financial responsibility as required under ~~V.T.C.A.~~, Texas Transportation Code, ch. 601 as amended. The fees to be charged for impound tows will not exceed the maximum rates allowed under this article or state law.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-386. Duties of tow companies.

It shall be the obligation of all tow companies under this section to operate the tow business in a safe manner, to include, but not be limited to, the following:

- (1) *Taking direction from investigating officer.* Upon arrival at the scene of a collision within the city, tow truck operators shall take directions on when to engage or tow from the police officer investigating the collision.
- (2) *Removing debris of collision.* Tow truck operators that engage and tow any vehicle from the scene of a collision within the city shall remove all debris of the collision from the public street. This duty specifically includes the removal of vehicle parts, glass, and other debris. Such debris shall be disposed of in a lawful manner, which will keep it out of the gutters, storm sewers, streams, public rights-of-way, or property not belonging to the tow company.
- (3) *Disengaging.* A tow trucks that removes a vehicle from the original location shall not disengage from the vehicle until the vehicle has been deposited with the appropriate VSF except when the vehicle is released to the owner or operator or when the owner or operator specifies the location of disengagement. This restriction is enacted to prohibit tow trucks from engaging an unauthorized vehicle in a parking facility and moving it to a close location, then returning for another unauthorized vehicle, ultimately towing all the relocated vehicles to a VSF.
- (4) *Drops.* A tow truck that has hooked up to a vehicle for towing shall release the vehicle to its owner or operator upon receiving, a drop fee, payment and will not tow the vehicle, except when the vehicle is being taken into custody by a police officer. A vehicle is "hooked up" if it is immediately ready for transport. A vehicle is not "hooked up" unless it can be legally towed on a public roadway.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-387. Report of towing of unauthorized vehicle to police dispatcher.

The VSF that receives a vehicle from a tow truck that removed the vehicle from private or public property within city and on a non-consent basis, except on police-generated tows, shall notify the police department dispatch office within one hour of receiving the vehicle. The information to be provided in such notification shall include:

- (1) The general description (brand, model, color) of the vehicle towed, including the state and the license plate, if any;
- (2) The tow company name that towed the vehicle;
- (3) The location/address from which the vehicle was towed and reason;
- (4) The date and time the vehicle was removed from the location;
- (5) The date and time the vehicle was accepted at the VSF; and
- (6) The street address and phone number of the VSF where the vehicle is located.

Such reports shall be made by ~~fax~~, e-mail or in person. A VSF must release vehicles during the time the VSF accepts vehicles. If the VSF accepts vehicles on a 24-hour-a-day basis, it shall release vehicles on the same basis, with one (1) hours' notice.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-388. Administrative penalties for violations.

In addition to the criminal penalties imposed for violations of state law or this article, any tow company on the tow rotation list that violates this article or state law may be subject to sanctions by the chief of police or designee, depending upon the nature of infraction, number of infractions, and other circumstances. The sanctions shall range from written notification of violation with warning to, and including, removal from the tow rotation list.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-389. Appeal of sanctions.

An individual who has been issued a sanction may appeal the chief of police's or designee's decision by submitting a written request to the city manager no later than the tenth (10th) day after the effective date of the decision. The individual must include a statement of the grounds for the appeal. The city manager shall schedule a hearing no later than the fifteenth (15th) day after receipt of the notice of appeal. The city manager shall give notice of the time and place set for the hearing to the chief of police and the appellant not less than five (5) days before the hearing.

(Ord. No. 1570-4-11, 4-5-2011)

Sec. 102-390. Appeal procedure.

- (a) At the appeal hearing under section 102-389 (appeal of sanctions), the chief of police and the appellant may present evidence, testimony, and argument.
- (b) The city manager's decision is final.

(Ord. No. 1570-4-11, 4-5-2011)

SECTION III

APPENDIX A – "MASTER FEE SCHEDULE", of the Code of Ordinances of the City of Nacogdoches, Texas, is hereby amended to remove the fees under Sections 102-370 and 102-382, as set forth in the attached Exhibit "A".

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 102 and Appendix A 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 _____, 2026, 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:

Scott Weems, Chief of Police

Exhibit A

CODE OF ORDINANCES CITY OF NACOGDOCHES, TEXAS

Appendix A

Master Fee Schedule

~~Chapter 102 – TRAFFIC AND VEHICLES~~

Ordinance Reference	Description	Fee
Sec. 102-370	Tow truck permit fee	\$30.00/year per tow truck
Sec. 102-382	Non-consent tow fees:	
	Light-duty tow trucks:	
	Incident management	\$150.00
	Private property tow	\$150.00
	Drop fee	\$75.00
	Stand-by time (over 1 hour)	\$125.00/additional hour
	Heavy-duty tow trucks:	
	Incident management	\$500.00
	Private property tow	\$500.00
	Drop fee	\$250.00
	Stand-by time (over 1 hour)	\$250.00/additional hour

PRESENTER: Rick Beverlin, City Manager

ITEM/SUBJECT: Consider approval of a resolution of support for Community Project Funding requests in federal appropriations bills for the upcoming fiscal year 2027. (City Manager)

SUMMARY/BACKGROUND: Staff seeks Council authorization to submit two Community Project Funding (CPF) requests to the office of Rep. Pete Sessions, Texas District 17, for consideration in federal appropriations bills for the upcoming fiscal year 2027. CPF is generally defined as spending provisions in federal legislation that are requested on behalf of constituents or constituent organizations by a Member of Congress or Senator. The proposed City requests are for capital improvement projects consisting of \$10,000,000 for the design and construction of a new multi-story parking garage facility.

Parking garage facility — A new parking facility is needed in Downtown Nacogdoches to support increased economic activity projected in the area, including the relocation of a new corporate headquarters, Festival Park event parking demand, and changes underway at Stephen F. Austin State University. On November 21, 2025, the City approved the Downtown Projects Implementation Strategy prepared and presented by its consultant, The Goodman Corporation, which, among other things, proposed the implementation of a centralized parking facility. The majority cost of project design and construction could be funded through the proposed CPF award.

FINANCIAL:

No financial impact associated with this item

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

Infrastructure

CITY CONTACT: Rick Beverlin, City Manager
(936) 559-2506
beverlinr@nactx.us

ATTACHMENTS: 1. Resolution Draft CPF FY27

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NACOGDOCHES, TEXAS, DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE CITY OF NACOGDOCHES IN DEALING WITH THE SUBMISSION OF REQUESTS FOR CERTAIN CAPITAL IMPROVEMENT PROJECTS TO MEMBERS OF THE U.S. HOUSE OF REPRESENTATIVES THAT REPRESENT THE CITY OF NACOGDOCHES, FOR THE PURPOSES OF INCLUSION IN THE FISCAL YEAR 2027 APPROPRIATIONS PROCESS; AUTHORIZING THE EXECUTIVE DIRECTOR OF DEVELOPMENT AND INFRASTRUCTURE OF THE CITY OF NACOGDOCHES, TEXAS, TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY RELATED TO SUCH GRANT APPLICATIONS, PROVIDING FOR THE EFFECTIVE DATE AND OTHER RELATED MATTERS.

WHEREAS, The City of Nacogdoches, a home rule municipality, finds that investment in a multi-story parking garage facility in the city's Downtown area addresses a critical infrastructure need and presents a unique opportunity to leverage private investment in support of shared community and economic development goals; and

WHEREAS, The City of Nacogdoches finds it in the best interest of the citizens of Nacogdoches to seek funding for certain planned capital improvement projects by applying for Federal grant funds through the U.S. House of Representatives Fiscal Year 2027 Community Project Funding Appropriations process; and

WHEREAS, the City of Nacogdoches finds Mike Neu, Executive Director of Development and Infrastructure, is able to act as the City of Nacogdoches's authorized official in application for and administration of received Federal grant funds on behalf of the City of Nacogdoches.

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 of Nacogdoches approves for the submission of requests for federal grant funds for planning capital improvement projects in the Fiscal Year 2027 Community Project Funding Appropriations to the U.S. House of Representatives.

SECTION 3. The City Council designates Mike Neu, Executive Director of Development and Infrastructure, as the Authorized Representative to act in all matters in connection with the application for and administration of Federal grant funds through the U.S. House of Representatives Fiscal Year 2027 Community Project Funding Appropriations process with respect to certain capital improvement projects.

SECTION 4. The Authorized Representative shall apply for and/or seek such grants as are necessary to fund certain capital improvement projects and administer any grant funds received by the City of Nacogdoches.

SECTION 5. 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 6. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED at a regular meeting of the Nacogdoches City Council on this _____ day of February 2026.

CITY OF NACOGDOCHES

Randy Johnson, Mayor

ATTEST:

Karen Hadnot, City Secretary

APPROVED AS TO FORM:

Jerry Baker, City Attorney



City Council Meeting

Date: February 3, 2026

Agenda Item: 6.D.

PRESENTER: Mike Neu, Executive Director of Development and Infrastructure, Colin Smith, Airport Manager

ITEM/SUBJECT: Receive an update on development of airport facilities and infrastructure (Executive Director of Development and Infrastructure).

SUMMARY/BACKGROUND: Receive an update on general airport facilities and infrastructure development, including, but not limited to, an expanded aircraft parking apron and related improvements.

FINANCIAL:

No financial impact associated with this item

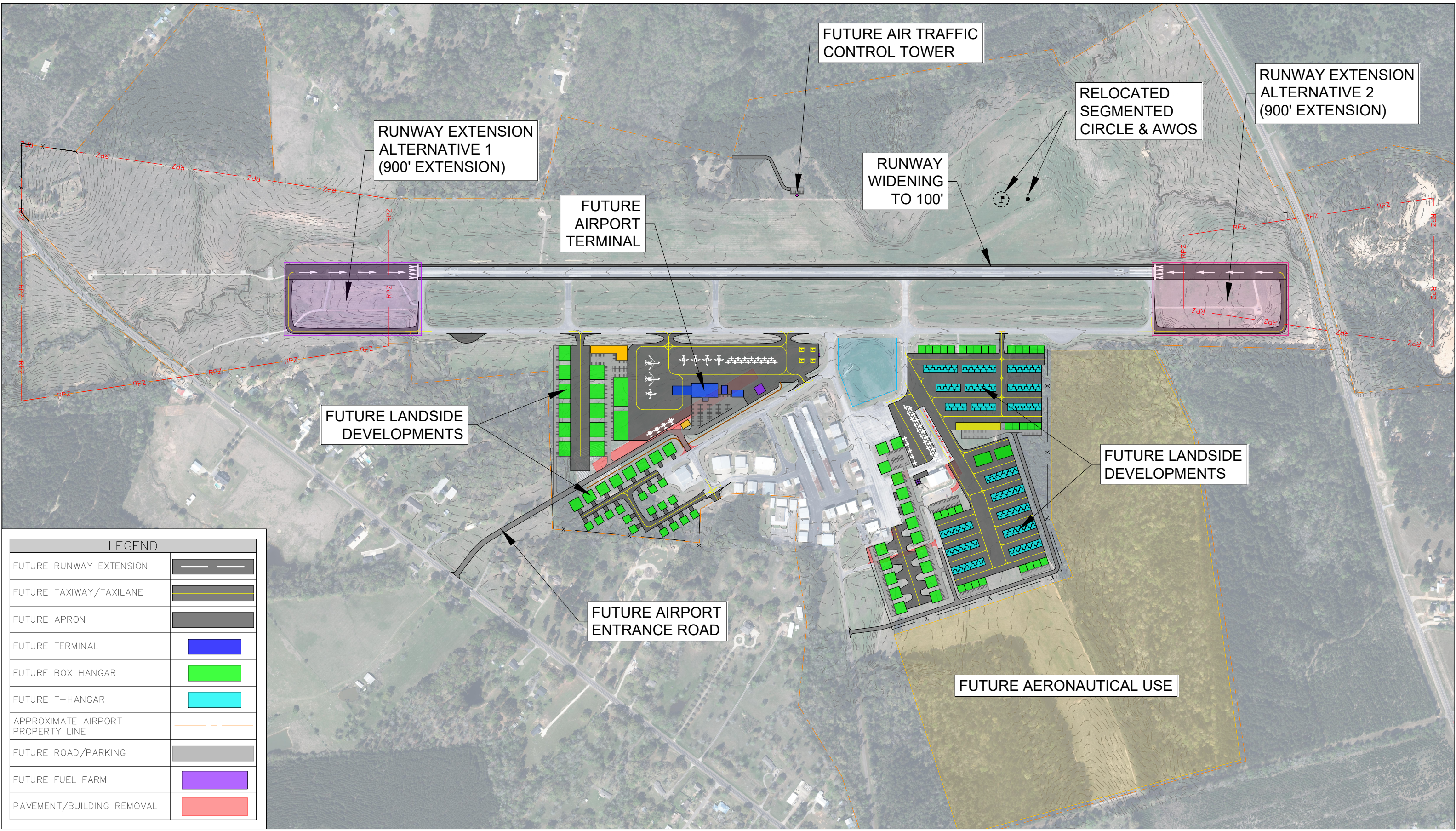
COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Mike Neu - Executive Director of Development and Infrastructure
neum@nactx.us
(936) 559-2522

ATTACHMENTS:

1. OCH-ALP UPDATE-FUTURE Update-Overview
2. Area of Interest - Existing Conditions
3. Area of Interest - ALP Development Plan
4. Area of Interest - Alt Development Concept



DRAFT
FOR DELIBERATIVE
PURPOSES ONLY

NACOGDOCHES A.L. MANGHAM JR
REGIONAL AIRPORT (OCH)
FUTURE DEVELOPMENT PLAN
AUGUST, 2025

