



March 1, 2022

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 4:30 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 either by teleconference or in person in Council Chambers.

Members of the public who wish to submit comments on a listed agenda item by phone must contact the City Secretary's office by email at vinsonj@nactx.us or by calling 936-559-2506 and providing their name, telephone number and relevant agenda item upon which they wish to speak. All requests to make comments by phone must be received by 12:00 p.m. on March 1, 2022. For all timely requests received, staff will call the submitted phone numbers directly during the meeting when the corresponding item comes up for comment. NOTE: The incoming phone call from City staff will be an unfamiliar number.

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

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. WORK SESSION. Items included under Work Session are intended to provide opportunities for City Council to study and discuss various issues, and gather and analyze information. Council will not take formal action on matters presented at a work session, but may direct staff to place items relating to the matter on future agendas for formal consideration.
 - A. Receive the 2021 Racial Profiling Report. (Police Chief)
 - B. Nacogdoches Police Department Community Outreach Program report. (Police Chief)
4. OPEN FORUM. Open Forum is an opportunity for citizens to speak about items not listed on the agenda. In order to address City Council please complete the Open Forum Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, City Council shall not discuss, deliberate, or make any decisions on items discussed during Open Forum. Comments are limited to 3 minutes per person. Open Forum is limited to the first 5 citizens who submit an Open Forum Form.
5. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
6. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as

reflected in the minutes of this meeting.

- A. Consider adoption of a budget amendment ordinance in the amount of \$5,000 to purchase a new backhoe from Doggett Machinery Services. (Utility Construction Manager)
 - B. Consider approval of the purchase of a new backhoe from Doggett Machinery Services for an amount not to exceed \$130,000. (Utility Construction Manager)
 - C. Present Investment Report for Quarter ended December 31, 2021 (Finance Director)
 - D. Consider approval of a resolution closing East Main Street for the annual Nacogdoches Main Street Wine Swirl event, April 2, 2022. (Director of Sales & Promotions, VisitNac)
 - E. Consider approval of a resolution closing East Main Street for the Texas Blueberry Festival event, June 10, 2022 through June 11, 2022.(Director of Sales and Promotions, VisitNac)
 - F. Consider approval of a resolution closing East Main Street for the Nine Flags Lighted Christmas Parade Festival, December 3, 2022. (Director of Sales & Promotions, VisitNac)
 - G. Consider approval of a resolution closing East Main Street for the Dia de los Muertos Fiesta event, November 5, 2022. (Director of Sales & Promotions, VisitNac)
7. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
- A. Receive a report from the American Red Cross. (Melanie Cervenka, American Red Cross)
 - B. Present a proclamation recognizing American Red Cross Month in Nacogdoches, Texas.(Mayor)
 - C. Receive annual report from the Nacogdoches County Exposition and Civic Center. (Nacogdoches Expo and Civic Center Director)
 - D. Consider a request by the Nacogdoches Senior Center for reimbursement of \$3,015.00 in building permit fees previously paid to the City. (City Engineer/Public Works Director)
 - E. Consider a resolution joining the State of Texas and Texas Political Subdivisions'

settlement with additional defendants (the Teva Defendants) in the Texas opioid litigation, MDL NO. 2018-63587. (City Attorney)

8. 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. The subject of this Executive Session relates to Code Enforcement.
9. Open for action, if any, on Executive Session item(s).
10. ADJOURN.



Jan Vinson, 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

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on February 24, 2022 at 10:30 a.m. and remained posted until meeting convened.

Jan Vinson, City Secretary



City Council Meeting

Date: March 1, 2022

Agenda Item: 3.A.

PRESENTER: Jim Sevey, Police Chief

ITEM/SUBJECT: Receive the 2021 Racial Profiling Report. (Police Chief)

SUMMARY/BACKGROUND: Report for 2021 Racial Profiling report as required by State Law.

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: Jim Sevey, Chief of Police
seveyj@nactx.us
936-559-2601

ATTACHMENTS: 1. PowerPoint Presentation

NACOGDOCHES POLICE DEPARTMENT

ANNUAL CONTACT REPORT
2021

Standard 1

- The law was established in 2001 under Article 2.132 of the Texas Code of Criminal Procedure
- Prohibits officers from engaging in racial profiling based on the following races/ethnicities:
 - Caucasian, Black, Hispanic, Asian, Native American
 - These are required categories- an agency may include others

Standard 2

- Any officer who conducts a “stop” of a person must collect the following information:
 - Physical description- race, gender, or ethnicity
 - Reason for the stop
 - If a search was conducted by consent
 - If contraband was discovered and type
 - If a search by probable cause was conducted

Standard 2 (continued)

- If an arrest made
- Location of the stop
- Was a citation or warning issued

Standard 3

- Requires that the information gathered in accordance with the law:
 - Information collection requirements in CCP 2.132 and 2.133
 - Requires an analysis (CCP 2.134)

Standard 4

- IF video and audio recordings are used on stops:
 - Agency must create a standard for reviewing officer videos and retention of videos (90 days)
 - Must be able to provide a copy of the video to the officer if a complaint is filed on the officer

Standard 5 and 6

- Standard 5 requires an agency that does not use recording equipment to examine feasibility of installing the equipment
- Standard 6 exempts agencies who record stops by video and audio from certain requirements under CCP 2.133 and 2.134
 - Requires a minimum 90 day retention on audio and video; longer if there is an active complaint.

Standard 7

- Requires an agency to use a citation form or electronic citation in compliance with 543.202 of the Transportation Code
 - Citations must contain information required by RP laws
 - NPD uses electronic citations that are fully compliant
 - Paper citations are used under special circumstances and are also compliant

In Your Copy of the Del Carmen Report...



- Texas Law on Racial Profiling
 - SB #1074 (2001)
 - CCP and Transportation Code
 - HB 3389 (modified the act in 2007)
 - HB 3051 (modified in 2017)
 - SB 1849 (Sandra Bland Act 2017)
 - The full report from Del Carmen Consulting
 - Summary of the report by Del Carmen- NPD is fully compliant

Demographics 2020 Census

- Nacogdoches population- 33,200 (2021).
- The racial and ethnic composition of Nacogdoches are defined by law and reported as follows:
 - 51.0% White,
 - 26.5% Black,
 - 0.6% Native American,
 - 2.8% Asian,
 - 1.7% reporting two or more races and
 - 18.8% Hispanic or Latino.

Table 1. (Motor Vehicle Contacts Including Tickets, Citations and Warnings) (1/1/21 through 12/31/21)

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	26	3	18	4	0%	0%	1%	0%
Asian/ Pacific Islander	72	12	49	9	1%	1%	1%	1%
Black	2,458	537	1,371	403	39%	34%	40%	39%
White	2,626	703	1,373	451	42%	45%	40%	43%
Hispanic/ Latino	1,144	330	604	177	18%	21%	18%	17%
TOTAL	6,326	1,585	3,415	1,044	100%	100%	100%	100%

*Includes stops for alleged violation of a law or ordinance, tickets/citations, and verbal and written warnings "N" represents "number" of all motor vehicle-related contacts

**Race/Ethnicity is defined by HB 3051.

**Not Required Racial/Ethnic Components

Motor Vehicle Searches and Arrests

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	2	1	1
Asian/Pacific Islander	1	0	2
Black	426	78	147
White	222	100	99
Hispanic/Latino	91	43	33
TOTAL	742	222	282

Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	2	1	1	1	0%	0%	0%	0%
Asian/ Pacific Islander	1	1	0	2	0%	0%	0%	1%
Black	426	291	135	147	57%	61%	52%	52%
White	222	132	90	99	30%	28%	34%	35%
Hispanic/ Latino	91	55	36	33	12%	11%	14%	12%
TOTAL	742	480	262	282	100%	100%	100%	100%

Total number of times officers knew race or ethnicity of the driver before the stop was made

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	490
No	5836



Knew race about 8% of the time *at the point the decision was made to make a stop.*

Number of times force was used that resulted in an injury during a motor vehicle contact 01/01/21 through 12/31/21

	YES	NO
Alaska Native/American Indian	0	26
Asian/Pacific Islander	0	72
Black	0	2,458
White	0	2,626
Hispanic/Latino	0	1,144
TOTAL	0	6,326

Racial Profiling Complaints 2021

- There was one racial profiling complaint in 2021.
 - Summary
 - The officer was exonerated. The contact was a result of violation of law with no indication of bias exhibited.

How Are Complaints Received?

- In person either at the PD or at a place of your choosing
- Over the phone
- Electronically by email
- A complaint form can be picked up in the lobby at the PD
- By speaking to any employee of the PD
 - Orientation
- I will meet you at your home, at a restaurant, in a park
- You may bring witnesses, an advocate, a friend
- If you are not comfortable speaking with me or our Professional Standards investigator we will assign a different investigator

What Can I Expect From an Investigation?

- You will be interviewed
- You will be asked to sign a formal statement
- The complaint will be assigned to an investigator or a supervisor
- All video, audio (radio, 911 call, etc) will be reviewed and retained
- Any witnesses will be interviewed
- You may watch the video or listen to the audio
- A “finding” will be made (exonerated, unfounded, not sustained, sustained)
- You will be informed in writing of the conclusion
- Where necessary- corrective action will be taken (disciplinary action, policy change, etc)
- Major investigations are referred to a State agency for investigation.

2021 Summary

- Upon examination- Del Carmen Consulting, LLC found that the Nacogdoches Police Department is compliant with state law and has shown a history of compliance.

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting, LLC

817.681.7840

www.texasracialprofiling.com

www.delcarmenconsulting.com

What if I Want to Know More?

- 936-559-2601- I'm happy to visit with you
- Attend the Citizens Police Academy (held annually) 936-559-2618 for Sgt. Ayres
- Come down and visit us. 312 W. Main St
- Take a ride. Sign a waiver and meet the minimal requirements and you can ride with an officer for a shift



City Council Meeting

Date: March 1, 2022

Agenda Item: 3.B.

PRESENTER: Jim Sevey, Police Chief

ITEM/SUBJECT: Nacogdoches Police Department Community Outreach Program report.
(Police Chief)

SUMMARY/BACKGROUND: A presentation to the City Council detailing projects, programs, and volunteerism the Nacogdoches Police Department is currently involved in, as well as additional projects to be added in 2022.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment

CITY CONTACT: Jim Sevey, Chief of Police
seveyj@nactx.us
936-559-2601

ATTACHMENTS: 1. PowerPoint Presentation

Nacogdoches Police Department

Community Outreach



Four Broad Categories

- Projects and Programs
 - Regular, formal
- Events
 - Usually one-time or “as requested” events
- Volunteerism
 - Efforts that may be related to the Police Department but are not compensated
- Boards and Civic Groups



Projects and Programs

- Citizens Emergency Response Team (CERT)
- National Night Out
- Teen Academy
- Touch a Truck
- LOT Crew
- Neighborhood Watch
- Vacation House Watch
- Crime Stoppers
- Project Life-Saver
- Traffic Enforcement Announcements



Events

- Church Security training
- Volunteers in Public Schools
- Citizen Ride-Along's
- NPD Honor Guard
- Building Tours
- Harold's House
- Community/Neighborhood Meetings
- Texas Police Officer Line-of-Duty death funerals-both Honor Guard and Officers



Volunteerism

- Presentations to local schools
- Assisting neighborhoods in repairing and rebuilding homes and churches
- Shifts adopting families for Christmas
- School supply donations
- Animal Control Adoption Program



Boards and Civic Groups

- Nacogdoches Senior Center
- Rotary
- Harold's House
- Family Crisis Center
- Regional East Texas Health Network
- SFASU Booster Club



New for 2022

- Meet the Police
- Children's birthday parties



Unmentioned

There are numerous events officers attend that go unreported. Officers and employees of the Nacogdoches Police

Department are often involved in activities that go unnoticed. The “right hand vs left hand” concept.



To Complain or Compliment and Officer

- Go to the City of Nacogdoches website and click on the Police Department tab. The complain or compliment button is on the main PD page.
- <https://www.nactx.us/FormCenter/Police-5/Nacogdoches-Police-Compliment-or-Complai-44>







City Council Meeting

Date: March 1, 2022

Agenda Item: 6.A.

PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider adoption of a budget amendment ordinance in the amount of \$5,000 to purchase a new backhoe from Doggett Machinery Services. (Utility Construction Manager)

SUMMARY/BACKGROUND: City Council previously approved \$125,000 for a backhoe purchase for the current fiscal year. Prices were obtained from multiple vendors through Sourcewell for a new backhoe. The low quote was from Doggett Machinery Services in the amount of \$129,192.17, which exceeds the budgeted amount. Staff is requesting consideration of a budget amendment in the amount of \$5,000 for purchase of the backhoe. This amount would be from available reserve funds in the Utility Fund.

FINANCIAL:

Item is not budgeted (*Budget Amendment required – see attached*)

Account No.: 30.37 680.25

Account Name: *Utility Construction Equipment and Machinery*

Amount: \$5,000

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

Not Applicable

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

ATTACHMENTS: 1. Utility Construction Backhoe Purchase Budget Amendment Ordinance

AN ORDINANCE AMENDING ORDINANCE NO. 1881-09-21 APPROPRIATING VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022.

WHEREAS, the City Council of the City of Nacogdoches, Texas has approved and adopted the budget for said city for the ensuing fiscal year beginning October 1, 2021 and ending September 30, 2022.

WHEREAS, the City Council previously approved \$125,000 for backhoe purchase in the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and

WHEREAS, price for the purchase of backhoe exceed the budgeted amount for the current fiscal year, and

WHEREAS, with the adoption of this ordinance, the City is authorized to utilize available reserve funds in the Utility Fund in the amount of \$5,000, and

WHEREAS, with the adoption of this ordinance, the Utility Construction Department is authorized to expend a total of \$130,000 for the backhoe purchase.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Nacogdoches that sums of money as herein set forth in said budget are hereby appropriated and amended for the payment of capital outlays of the city government of the City of Nacogdoches as follows:

Fund	Dept.	Acct.	Department	Description	Amt.
30	37	680.25	Utility Construction	Additional amount needed over budgeted cost for backhoe	\$5,000

PASSED AND APPROVED this the 1st day of March 2022.

Jimmy Mize, Mayor
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Steven Kirkland, City Attorney

Approved as to content: _____
Pamela Curbow, Director of Finance

PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider approval of the purchase of a new backhoe from Doggett Machinery Services for an amount not to exceed \$130,000. (Utility Construction Manager)

SUMMARY/BACKGROUND: The Utility Construction Department has received quotes from multiple vendors through Sourcewell for the purchase of a new backhoe. Doggett Machinery Services submitted the low quote of \$129,192.17 for the backhoe. Staff recommends purchase of the backhoe at the quoted price. A Budget Amendment will be required for this purchase due to the price being higher than the budgeted amount of \$125,000.

FINANCIAL:

Item is budgeted:

Account No.: 30.37 680.25

Account Name: *Utility Construction Equipment and Machinery*

Amount: \$130,000

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

Not Applicable

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

ATTACHMENTS: 1. Backhoe Quotes

SALES QUOTATION

DOGGETT

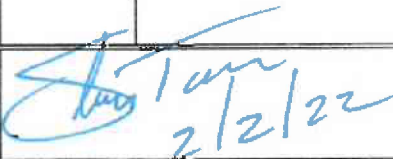
Salesperson: Shane Toner
 Cell: 936-675-2904
 E-mail: shane.toner@doggett.com

4006 Ellen Trout Drive
 Lufkin, Texas 75904
 Main Line: (936) 634-8801
 Fax Line: (936) 639-2960

Customer: City Of Nacogdoches
 Contact: Jason Smith
 Phone:
 Fax:
 Date: 02/02/22

Manufacturer: John Deere
 Model: 310SL
 Stock #: ??????
 Serial #: ??????

Expires: 03/04/22

Order Code	Description	Sales Price
0A71T	2022 John Deere 310SL Backhoe/Loader	\$138,322.00
2401	English Decals & Manuals	No Added Cost
170K	JDLINK	No Added Cost
3095	Mechanical Front Wheel Drive	No Added Cost
2035	Cab	\$13,243.00
9916	Radio	\$1,356.00
9965	Deluxe, Cloth, Air Suspension Seat	\$503.00
4466	Galaxy Tires	\$1,389.00
8635	Single HD Batter w/ Disconnect & Jump Post	\$257.00
6020	Extendible Dipper	\$8,365.00
6230	Auxiliary Hydraulics w/ One & Two Way Flow	\$4,582.00
5285	Pilot Controls	\$2,594.00
5411	Deere Standard Quick Coupler-37" Thumb Ready	\$1,538.00
5656	24" HD Backhoe Bucket	\$1,889.00
9230	37" Hydraulic Backhoe Thumb-4 Tine	\$9,201.00
9140	HD Backhoe Bucket Cylinder	\$273.00
7645	1.3 Cu.Yd. Loader Bucket	\$4,531.00
7025	Two Function Loader Hydraulics	No Added Cost
8475	1000 Lbs. Front Counterweight	\$1,374.00
1065	John Deere PowerTech EWL 4.5L Engine	\$10,028.00
9515	Diagnostic Oil Sampling Ports	\$207.00
AT366494	Multi-Purpose Flip Over Forks	\$3,584.00
AT448428	Hand Held Hydraulics	\$464.00
AT333753	Backhoe Boom Protection Plate	\$608.00
AT437700	18" HD Backhoe Bucket	\$1,765.00
Base Machine Total List Price		\$206,073.00
Sourcewell (Contract # 032119-JDC) Discount 46% Off List		(\$94,793.58)
Total Buyboard Base Machine Price		\$111,279.42
Additional Non Base Options & Attachments:		
Factory Freight & Delivery		\$3,000.00
Pre Delivery Inspection & Attachment Labor		\$3,500.00
Connect Work Tools CC700V Plate Compactor		\$6,470.00
Total Non Base Options, Attachments, & Labor		\$12,970.00
Warranty:		
60 Months/3000 Comprehensive		\$4,300.00
Customer is responsible for travel time & mileage		
 2/2/22	Machine Sale Price	\$128,549.42
	Rental To Apply	\$0.00
	Down Payment	\$0.00
	Trade-In Amount	\$0.00
	Sourcewell Fee (0.5%)	\$642.75
	Documentation Fees	\$0.00
	State & Local Sales Tax (If Applicable)	\$0.00
	Advalorem Tax	\$0.00
	Total Delivered Machine Price	\$129,192.17



DATE: January 14, 2022

QUOTE #:294217-01

CITY OF NACOGDOCHES
JASON SMITH
PO BOX 635070
NACOGDOCHES, TEXAS 75963-5070

Charles Lively
936.675.1200

SOURCEWELL CONTRACT NUMBER: 032119-CAT
SOURCEWELL MEMBER NUMBER: 24383

One (1) New Caterpillar Model: 420 Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	\$132,848.00
EXT WARRANTY	Included
TOTAL PRICE	\$132,848.00
SUB TOTAL	\$132,848.00
HET (0.216%)	00
TOTAL TAXES	00
TOTAL PURCHASE PRICE	\$132,848.00

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine
Extended Warranty: 84 MONTHS/4000 HOUR POWERTRAIN + HYDRAULICS + TECH

NOTES

DATE: January 14, 2022QUOTE #:Quote 294217-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
420 BACKHOE LOADER CFG2	542-7992
STICK, EXTENDABLE, 14FT	543-4284



City Council Meeting

Date: March 1, 2022

Agenda Item: 6.C.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Present Investment Report for Quarter ended December 31, 2021 (Finance Director)

SUMMARY/BACKGROUND: Presentation of the quarterly investment report for the quarter ended December 31, 2021

FINANCIAL:

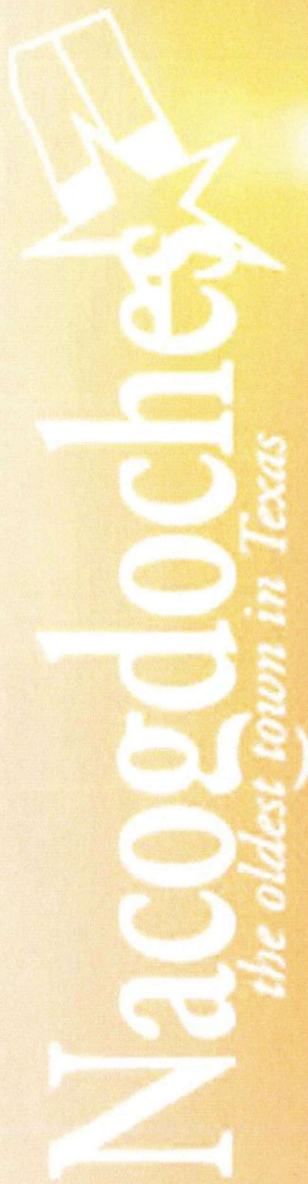
No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Pamela Curbow, Finance Director
curbowp@nactx.us
(936)559-2526

ATTACHMENTS: 1. Quarterly Investment Report 12 31 2021



FY 2021-22

Investment Report – 1st Quarter
October 1, 2021 – December 31, 2021

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, that this report is in compliance with the state policies and Investment Policy of the City of Nacogdoches.

A handwritten signature in black ink, which appears to read "Pam Curbow", is written over a horizontal line.

Pam Curbow

Investment Officer

Investment Position as of December 31, 2021

As of December 31, 2021 the City of Nacogdoches has investments in the following accounts:

- ▶ \$9.9 million invested in Southside Bank; earning a rate of 0.17%,
- ▶ \$44.1 million invested in TexPool accounts; earning a rate of 0.030%,
- ▶ \$1.5 million invested in a Fidelity Money Market Account with Regions Bank; earning a rate of 0.994%,
- ▶ \$6.5 million invested in a Money Market Account with Veritex Bank; earning a rate of 0.130% (variable, Texas Pools avg +.10%),
- ▶ \$4 million invested in a Money Market Account with Southside Bank; earning a rate of 0.375%,
- ▶ \$20.2 million invested in Certificates of Deposit with an avg rate of 0.500%
- ▶ The City's average yield for FY22 is 0.18%

Quarter End Results by Investment Category

Asset Type	September 30, 2021		September 30, 2021		December 31, 2021		December 31, 2021		December 31, 2021
	Book Value	Market Value	Book Value	Market Value	Book Value	Market Value	Book Value	Market Value	APR
Southside Bank	\$ 8,829,211.43	\$ 9,365,897.77	\$ 11,875,932.54	\$ 9,947,670.01					0.17%
Southside Money Market Account	\$ 4,007,626.87	\$ 4,007,626.87	\$ 4,011,466.64	\$ 4,011,466.64					0.38%
Veritex Bank Money Market Account	\$ 6,499,075.17	\$ 6,499,075.17	\$ 6,500,668.91	\$ 6,500,668.91					0.13%
Regions Bank Fidelity Money Market Account	\$ 1,490,776.81	\$ 1,490,776.81	\$ 1,490,176.37	\$ 1,490,176.37					0.99%
TexPool Accounts	\$ 45,734,103.27	\$ 42,182,070.69	\$ 44,104,334.60	\$ 44,104,334.60					0.03%
Certificates of Deposit	\$ 18,194,419.25	\$ 20,289,839.58	\$ 20,219,787.96	\$ 20,219,787.93					0.50%
Totals	\$ 84,755,212.80	\$ 83,835,286.89	\$ 88,202,367.02	\$ 86,274,104.46					

Current Quarter Average Yield Fiscal Year to Date Average Yield
Total Portfolio 0.18% Total Portfolio 0.18%

Interest Earnings

Quarterly Interest Income	\$ 38,063.14
Year to date Interest Income	\$ 38,063.14

Note: Bank balances represent pooled cash accounts. Cash balances are unaudited.

Summary Investment Statement

10/01/2021 -12/31/2021

Beginning Balance	10/01/2021	\$ 84,755,213
Ending Balance	12/31/2021	\$ 88,202,367
Increase / (Decrease)		\$ 3,447,154
Total Interest		\$ 38,063
Avg Yield for Qtr		0.18%

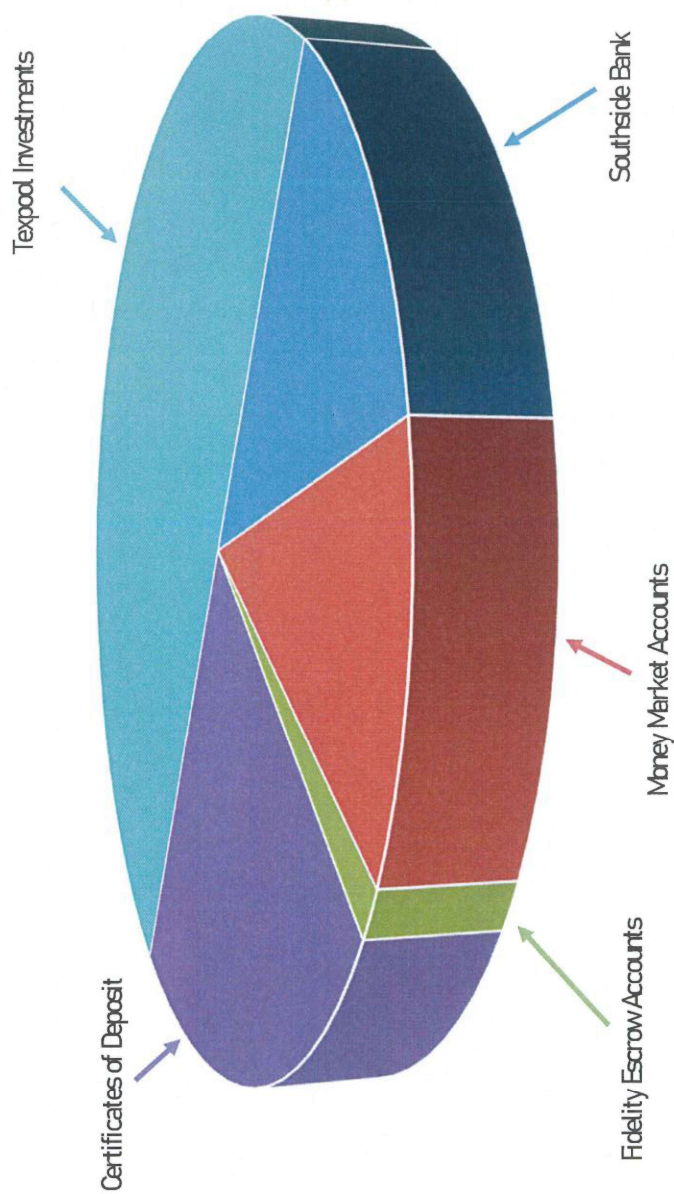
Certificates of Deposit

▲ Citizens State Bank (GF - \$2M) 18 Month CD	Balance = \$2,015,349 Maturity Date: 3/23/2022	0.60% APY
▲ Citizens State Bank (GF - \$2M) 12 Month CD	Balance = \$2,026,478 Maturity Date: 3/31/2022	0.77% APY
▲ Citizens 1st Bank (GF - \$1M, UF - \$1M) 24 Month CD	Balance = \$2,056,127 Maturity Date: 8/27/2022	0.60% APY
▲ Austin Bank (UF - \$2M) 12 Month CD	Balance = \$2,005,496 Maturity Date: 1/26/2022	0.30% APY
▲ Austin Bank (UF - \$2M) 12 Month CD	Balance = \$2,068,708 Maturity Date: 04/01/2022	0.25% APY

Certificates of Deposit

▶ Austin Bank (UF - \$2M) 18 Month CD	Balance = \$2,006,413 Maturity Date: 7/26/2022	0.35% APY
▶ Austin Bank (UF - \$2M) 24 Month CD	Balance = \$2,008,248 Maturity Date: 1/26/2023	0.45% APY
▶ Citizens State Bank (SF - \$2M) 21 Month CD	Balance = \$2,015,349 Maturity Date: 6/23/2022	0.60% APY
▶ Citizens State Bank (SF - \$2M) 24 Month CD	Balance = \$2,015,349 Maturity Date: 9/23/2022	0.60% APY
▶ Citizens State Bank (SF - \$2M) 24 Month CD	Balance = \$2,002,270 Maturity Date: 10/04/2023	0.45% APY

Ending Book Value December 31, 2021



Investment	Value	% Total
Southside Bank	\$ 11,875,932.54	13.46%
Fidelity Escrow Accounts	\$ 1,490,176.37	1.69%
Money Market	\$ 10,512,135.55	11.92%
Certificates of Deposit	\$ 20,219,787.96	22.92%
Texpod Investments	\$ 44,104,334.60	50.00%
Total	\$ 88,202,367.02	100.00%

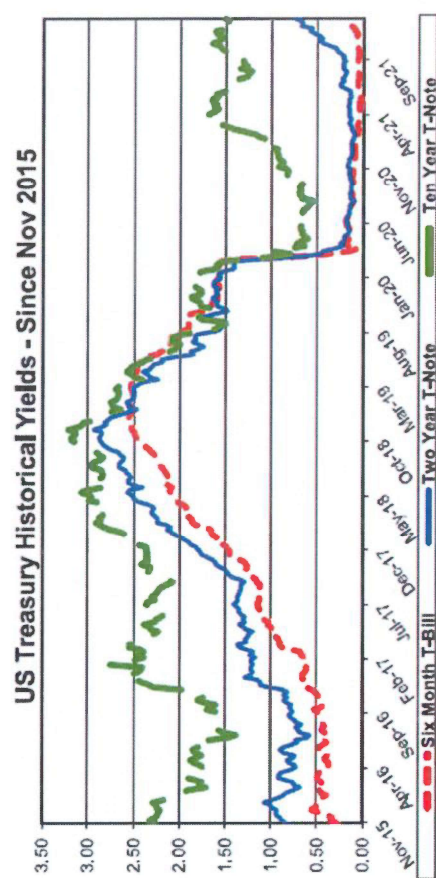
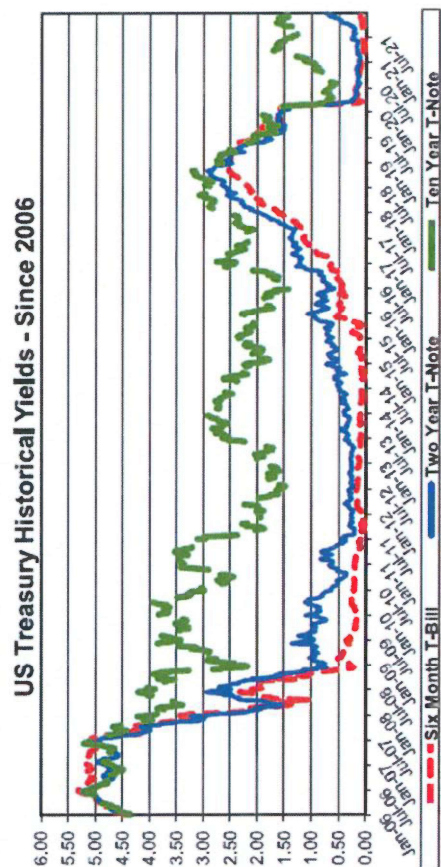
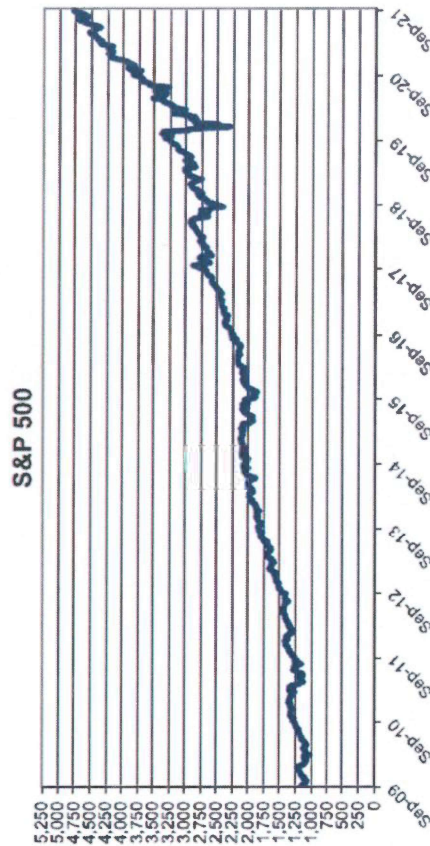
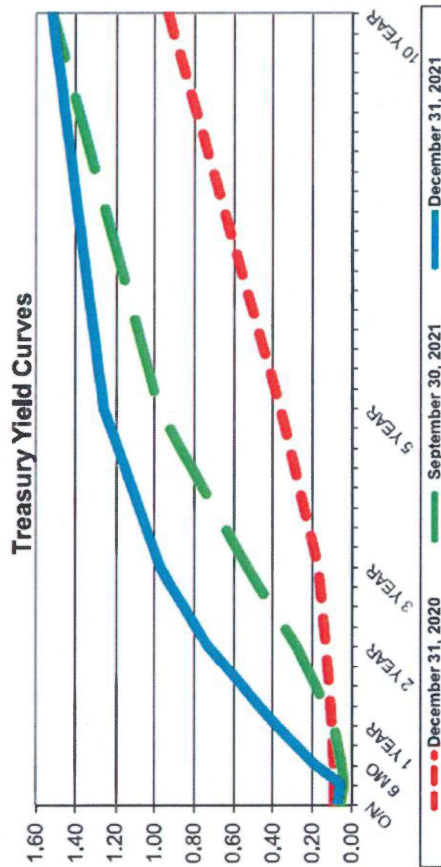
5-Year Portfolio Balance History



Economic Overview - 12/31/2021

Valley View Consulting LLC

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading <0.10%). The FOMC began reducing monthly security purchases during Nov 2021 and then increased the pace at the December meeting. Projections for target range increases shortened to late spring or early summer 2022. Third Quarter GDP posted +2.3% (Final). December employment reflected U-2 dropping to 3.9% and Non-Farm Payroll adding 199k net new jobs (Three Month Average NFP = 365). Crude oil reversed recent declines and bounced back to +/- \$75 per barrel. The Stock Markets reached new highs. Many domestic economic indicators remain positive. The Build Back Better legislation stalled in the Senate. The Debt Ceiling was increased to \$31+ trillion, easing any near-term funding pressures. Inflation remained well over the FOMC 2% target and does not appear positioned to decline in the near term. The Yield Curve shifted higher primarily six months and longer.



PRESENTER: Joanna Temple, Director of Sales and Promotions, VisitNac

ITEM/SUBJECT: Consider approval of a resolution closing East Main Street for the annual Nacogdoches Main Street Wine Swirl event, April 2, 2022. (Director of Sales & Promotions, VisitNac)

SUMMARY/BACKGROUND: The Nacogdoches Wine Swirl will take place in Nacogdoches County and will utilize State Highway 21, Pecan Street, Pillar Street, Fredonia Street, and Mound Street. Both lanes of State Highway 21 from Business 59 to Mound Street will be utilized. State Highway 21 is scheduled to be closed on Saturday, April 2nd, 2022 at 1:00 pm and will reopen at 10:00 pm, Saturday, April 2nd, 2022. The proposed activities for the Nacogdoches Wine Swirl include: wine tastings from various wine vendors, live music, and food vendors. The number of attendees is expected to be approximately 1200. There will be no physical modifications of any features in or adjacent to the right of way of State Highway 21. Traffic control will be handled by the City of Nacogdoches Police Department and Public Works Department.

FINANCIAL:

No financial impact associated with this item

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

Downtown Entertainment and Destination District

CITY CONTACT: Joanna Temple, Director of Sales & Promotions
joanna@visitnacogdoches.org
936-564-7351

ATTACHMENTS:

1. Wine Swirl TxDOT Agreement for Temporary Closure
2. Wine Swirl Agreement Exhibit B - Resolution
3. Wine Swirl Agreement Exhibit C - Map

RESOLUTION NO. 1064-03-22

WHEREAS, organizers of the NACOGDOCHES WINE SWIRL event desire to have a safe and successful event for all vendors and participants and

WHEREAS, organizers of the NACOGDOCHES WINE SWIRL event are requesting that the city of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastward to its intersection at Mound Street from 1:00PM. Saturday, APRIL 2, 2022 until 10:00PM, Saturday, APRIL 2, 2022 in order to provide safety for the vendors and participants; and

WHEREAS, after duly considering such a request, it is the consent of the City Council that a resolution be adopted requesting the Texas Department of Transportation to allow the closing of MAIN STREET FOR THE NACOGDOCHES WINE SWIRL.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Nacogdoches, Texas that this resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 1:00PM. Saturday, APRIL 2, 2022, until 10:00PM. Saturday, APRIL 2, 2022, FOR THE NACOGDOCHES WINE SWIRL.

BE IT FURTHER RESOLVED that Mario Canizares, City Manager be authorized to execute an agreement with the Texas Department of Transportation for the closing of Main Street (SH 21).

PASSED AND APPROVED this MARCH 1, 2022.

Mayor Jimmy Mize
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Nacogdoches, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including State Highway 21, in Nacogdoches, County; and

WHEREAS, the local government has requested the temporary closure of State Highway 21 for the purpose of the Nacogdoches Wine Swirl Event, from 1:00pm., Saturday April 2nd, 2022 to 10:00 p.m., Saturday, April 2nd, 2022 as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 1st day of March 2022, the Nacogdoches City Council passed Resolution / Ordinance No. 1064-03-22, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form

1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Nacogdoches % Jessica Sowell PO Box 635030 Nacogdoches, TX 75963	Texas Department of Transportation 1805 N Timberland Dr. Lufkin, TX 75901

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF NACOGDOCHES

Executed on behalf of the local government by:

By _____

Date _____

Mario Canizares
Nacogdoches City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____

Date _____

District Engineer

Exhibit A

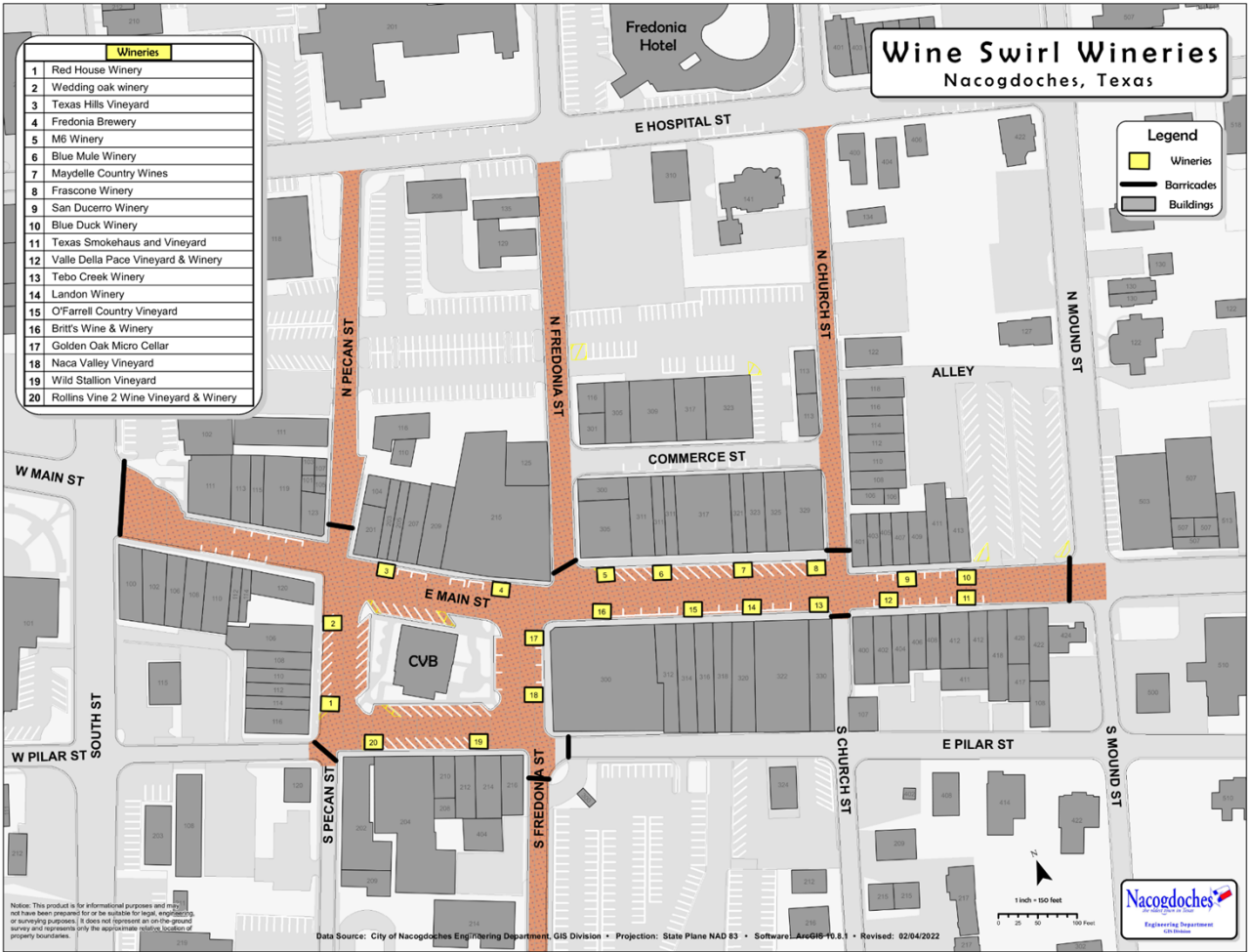
The Nacogdoches Wine Swirl will take place in Nacogdoches County and will utilize State Highway 21, Pecan Street, Pillar Street, Fredonia Street, and Mound Street. Both lanes of State Highway 21 from Business 59 to Mound Street will be utilized. State Highway 21 is scheduled to be closed Saturday, April 2nd, 2022 at 1:00pm and will reopen at 10:00 pm, Saturday, April 2nd, 2022. The proposed activities for the Nacogdoches Wine Swirl include: Wine tastings from various wine vendors, live music, and food vendors. The number of attendees is expected to be approximately 1200. There will be no physical modifications of any features in or adjacent to the right of way of State Highway 21. Traffic control will be handled by the City of Nacogdoches Police Department and Public Works Department.

Exhibit B

City Resolution with signatures

Exhibit C

Event Area Map



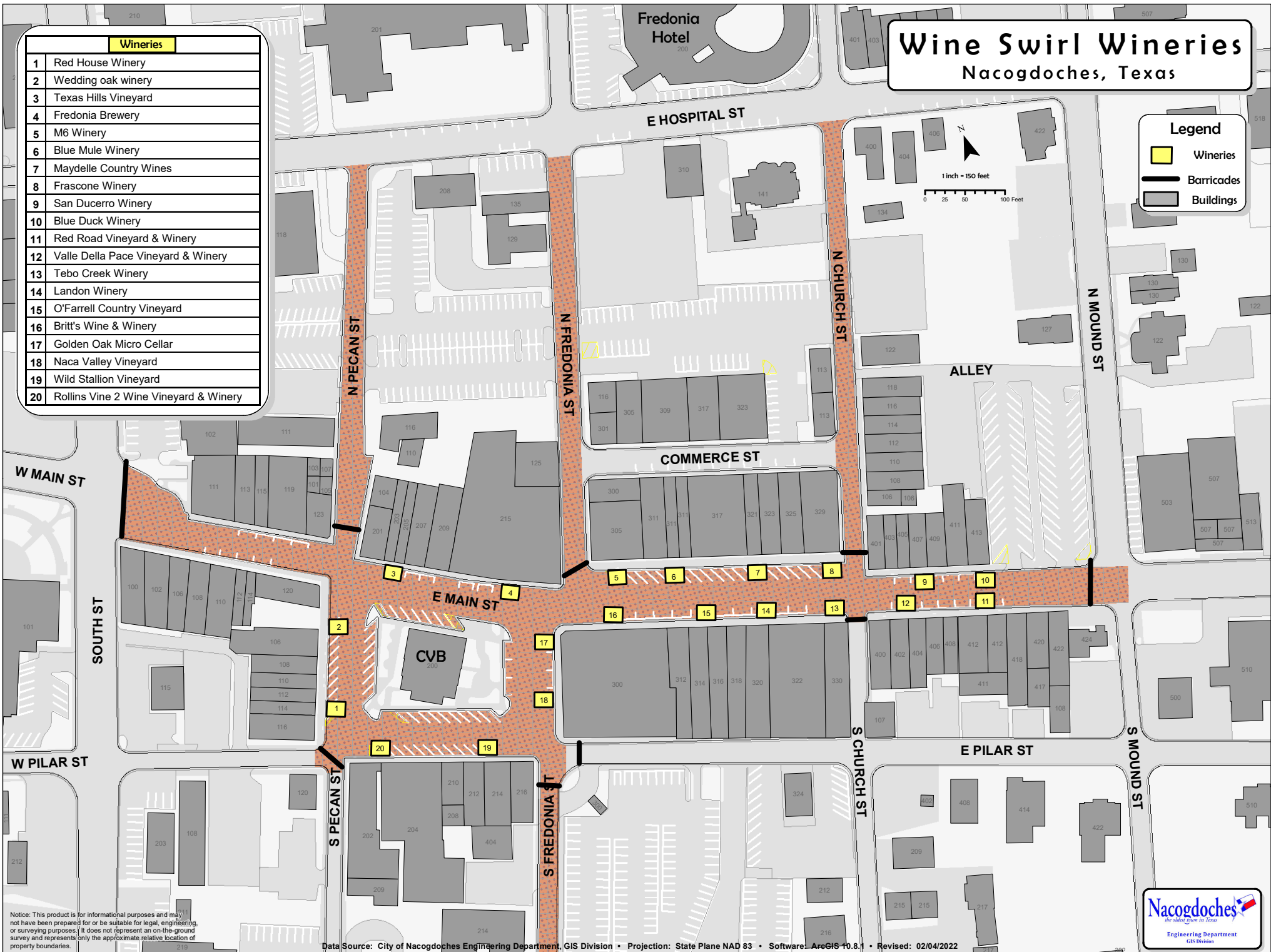
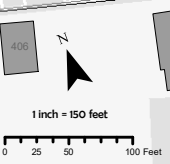
Wineries	
1	Red House Winery
2	Wedding oak winery
3	Texas Hills Vineyard
4	Fredonia Brewery
5	M6 Winery
6	Blue Mule Winery
7	Maydelle Country Wines
8	Frascone Winery
9	San Ducerro Winery
10	Blue Duck Winery
11	Red Road Vineyard & Winery
12	Valle Della Pace Vineyard & Winery
13	Tebo Creek Winery
14	Landon Winery
15	O'Farrell Country Vineyard
16	Britt's Wine & Winery
17	Golden Oak Micro Cellar
18	Naca Valley Vineyard
19	Wild Stallion Vineyard
20	Rollins Vine 2 Wine Vineyard & Winery

Wine Swirl Wineries

Nacogdoches, Texas

Legend

- Wineries
- Barricades
- Buildings



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

Data Source: City of Nacogdoches Engineering Department, GIS Division • Projection: State Plane NAD 83 • Software: ArcGIS 10.8.1 • Revised: 02/04/2022



PRESENTER: Joanna Temple, Director of Sales and Promotions, VisitNac

ITEM/SUBJECT: Consider approval of a resolution closing East Main Street for the Texas Blueberry Festival event, June 10, 2022 through June 11, 2022.(Director of Sales and Promotions, VisitNac)

SUMMARY/BACKGROUND: The Texas Blueberry Festival will take place in Nacogdoches County and will utilize State Highway 21, Pecan Street, Pillar Street, Fredonia Street and Mound Street. Both lanes of State Highway 21 from Business 59 to Mound Street will be utilized. State Highway 21 is scheduled to be closed on Friday, June 10th at 4:00 pm and will reopen at 9:00 pm on Saturday, June 11th.

The proposed activities for the Texas Blueberry Festival include: fresh blueberries for sale, tour of blueberry farms, motorcycle show, car show, art show, children's activities, live music, craft vendors and food vendors. The number of attendees is expected to be approximately 20,000. There will be no physical modifications of any features in or adjacent to the right of way of State Highway 21.

Nacogdoches Police Department will be responsible for controlling traffic.

FINANCIAL:

No financial impact associated with this item

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

Downtown Entertainment and Destination District

CITY CONTACT: Joanna Temple, Director of Sales and Promotion, VisitNac
joanna@visitnacogdoches.org
936-564-7351

ATTACHMENTS:

1. Texas Blueberry Festival TxDOT Agreement
2. Texas Blueberry Festival Agreement Exhibit B - Resolution
3. Texas Blueberry Festival Agreement Exhibit C - Map

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Nacogdoches, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including State Highway 21, in Nacogdoches, County; and

WHEREAS, the local government has requested the temporary closure of State Highway 21 for the purpose of Texas Blueberry Festival, from 5:00 pm 6/10/22 to 9:00 pm 6/11/22 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 1st day of March, the Nacogdoches City Council passed Resolution / Ordinance No. 1065-030-22 attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its

contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
Joanna Temple c/o City of Nacogdoches PO Box 635030 Nacogdoches, TX 75963	Texas Department of Transportation _____ _____ _____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF NACOGDOCHES

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title Mario Canizares
City Manager, Nacogdoches

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

The Texas Blueberry Festival will take place in Nacogdoches County and will utilize State Highway 21, Pecan Street, Pillar Street, Fredonia Street and Mound Street. Both lanes of State Highway 21 from Business 59 to Mound Street will be utilized. State Highway 21 is scheduled to be closed Friday, June 10th at 4:00 pm and will reopen at 9:00 pm on Saturday, June 11th.

The proposed activities for the Texas Blueberry Festival include: fresh blueberries for sale, tour of blueberry farms, motorcycle show, car show, art show, children's activities, live music, craft vendors and food vendors. The number of attendees is expected to be approximately 20,000. There will be no physical modifications of any features in or adjacent to the right of way of State Highway 21.

Nacogdoches Police Department will be responsible for controlling traffic.

Exhibit B

See next page.

Exhibit C

See next page.

RESOLUTION NO. 1065-03-22

WHEREAS, organizers of the TEXAS BLUEBERRY FESTIVAL event desire to have a safe and successful event for all vendors and participants and

WHEREAS, organizers of the TEXAS BLUEBERRY FESTIVAL event are requesting that the city of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastward to its intersection at Mound Street from 4:00PM. FRIDAY, JUNE 10, 2022 until 9:00PM. Saturday, JUNE 11, 2022 in order to provide safety for the vendors and participants; and

WHEREAS, after duly considering such a request, it is the consent of the City Council that a resolution be adopted requesting the Texas Department of Transportation to allow the closing of MAIN STREET FOR THE TEXAS BLUEBERRY FESTIVAL.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Nacogdoches, Texas that this resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 4:00PM FRIDAY, JUNE 10, 2022. UNTIL 9:00PM SATURDAY, JUNE 11, 2022, FOR THE TEXAS BLUEBERRY FESTIVAL.

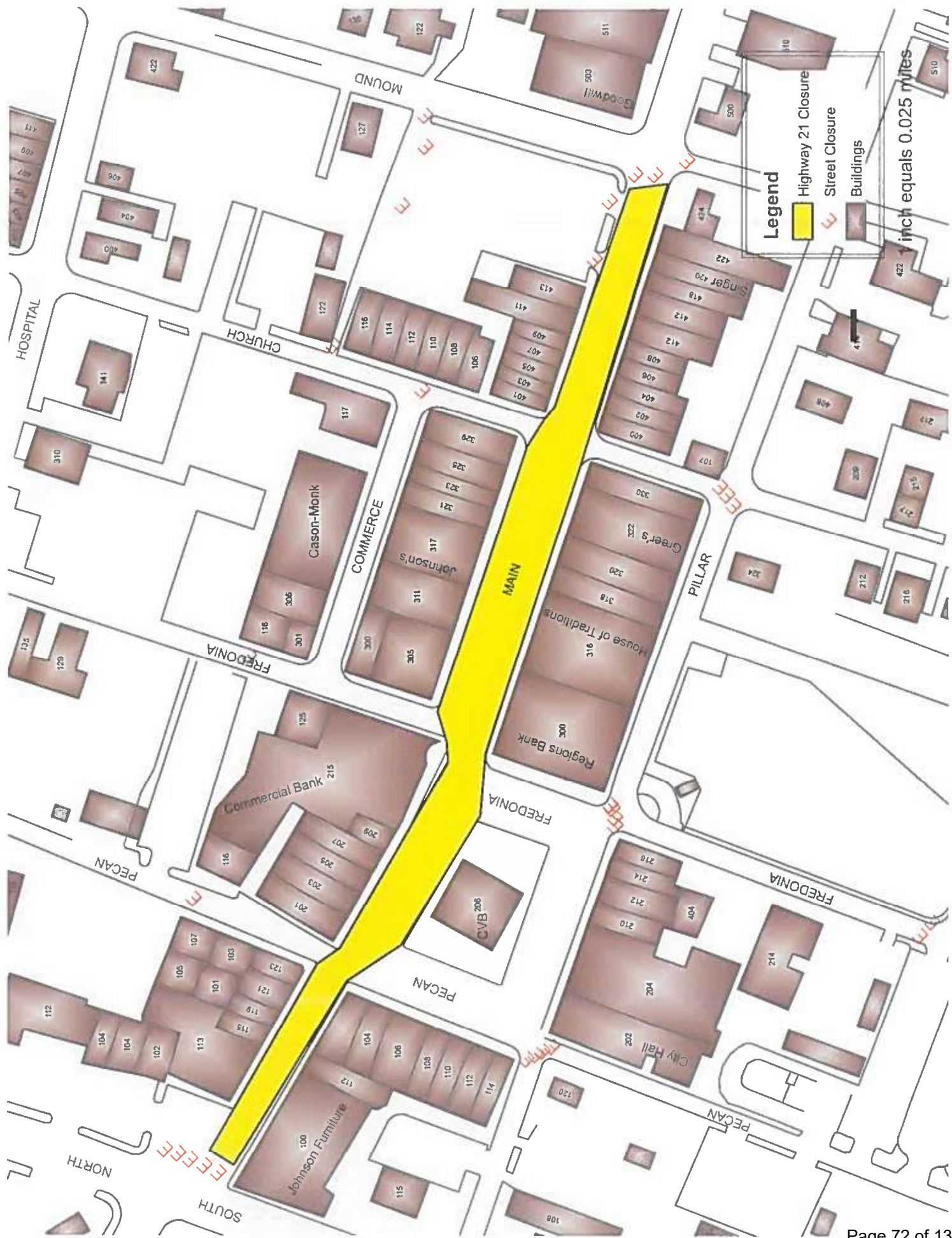
BE IT FURTHER RESOLVED that Mario Canizares, City Manager be authorized to execute an agreement with the Texas Department of Transportation for the closing of Main Street (SH 21).

PASSED AND APPROVED this MARCH 1, 2022.

Mayor Jimmy Mize
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary





City Council Meeting

Date: March 1, 2022

Agenda Item: 6.F.

PRESENTER: Joanna Temple, Director of Sales and Promotions, VisitNac

ITEM/SUBJECT: Consider approval of a resolution closing East Main Street for the Nine Flags Lighted Christmas Parade Festival, December 3, 2022. (Director of Sales & Promotions, VisitNac)

SUMMARY/BACKGROUND: Organizers of the Dia de los Muertos Fiesta are requesting the City of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 12:00 pm, Saturday, November 5, 2022, until 9:00 pm, Saturday, November 5, 2022, to provide safety for the vendors and participants. The proposed activities for the Dia de los Muertos Fiesta include cultural food vendors, live music, and entertainers. The expected number of attendees is 2000. There will be no physical modification of any features in or adjacent to the right of way of State Highway 21. Traffic control will be handled by the City of Nacogdoches Police Department and the Public Works Department.

FINANCIAL:

No financial impact associated with this item

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

Downtown Entertainment and Destination District

CITY CONTACT: Joanna Temple, Director of Sales and Promotions, VisitNac
joanna@visitnacogdoches.org
936-564-7351

ATTACHMENTS:

1. Nine Flags Parade TxDOT Agreement for Temporary Closure
2. Nine Flags Parade Agreement Exhibit B - Resolution
3. Lighted Christmas Parade Agreement Exhibit C - Map

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of NACOGDOCHES, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including State Highway 21, in Nacogdoches, County; and

WHEREAS, the local government has requested the temporary closure of State Highway 21 for the purpose of Nacogdoches Nine Flags Lighted Christmas Parade, from 10am to 10pm on Saturday, December 3, 2022 as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 1st day of March, 2022, the Nacogdoches City Council passed Resolution / Ordinance No. 1067-03-22, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed, and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Nacogdoches c/o Joanna Temple 200 E. Main Street Nacogdoches, TX 75965	Texas Department of Transportation 1805 N. Timberland Dr. Lufkin, TX 75901

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF NACOGDOCHES

Executed on behalf of the local government by:

By _____ Date _____
Signature of City Official

Mario Canizares
Nacogdoches City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Organizers of the Nacogdoches Nine Flags Lighted Christmas Parade are requesting the city of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at University Street from 2:00pm, Saturday, December 3, 2022, until 10:00 pm, Saturday, December 3, 2022, to provide safety for the vendors and participants. The proposed activities for the Nacogdoches Nine Flags Lighted Christmas Parade include cultural food vendors, live music, and entertainers. The expected number of attendees is 4000. There will be no physical modification of any features in or adjacent to the right of way of State Highway 21. Traffic control will be handled by the City of Nacogdoches Police Department and Public Works Department.

Exhibit B

Exhibit C

RESOLUTION NO. 1067-03-22

WHEREAS, organizers of the Nine Flags Festival and Lighted Christmas Parade event desire to have a safe and successful event for all vendors and participants and

WHEREAS, organizers of the Nine Flags Festival and Lighted Christmas Parade event are requesting that the city of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastward to its intersection at Mound Street from 10:00a.m. Saturday, December 3, 2022 until 9:00 p.m. Saturday, December 3, 2022 in order to provide safety for the vendors and participants; and

WHEREAS, after duly considering such a request, it is the consent of the City Council that a resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street for the Nine Flags Festival and Lighted Christmas Parade.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Nacogdoches, Texas that this resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 10:00 a.m. Saturday, December 3, 2022, until 9:00 p.m. Saturday, December 3, 2022 for the Nine Flags Festival and Lighted Christmas Parade.

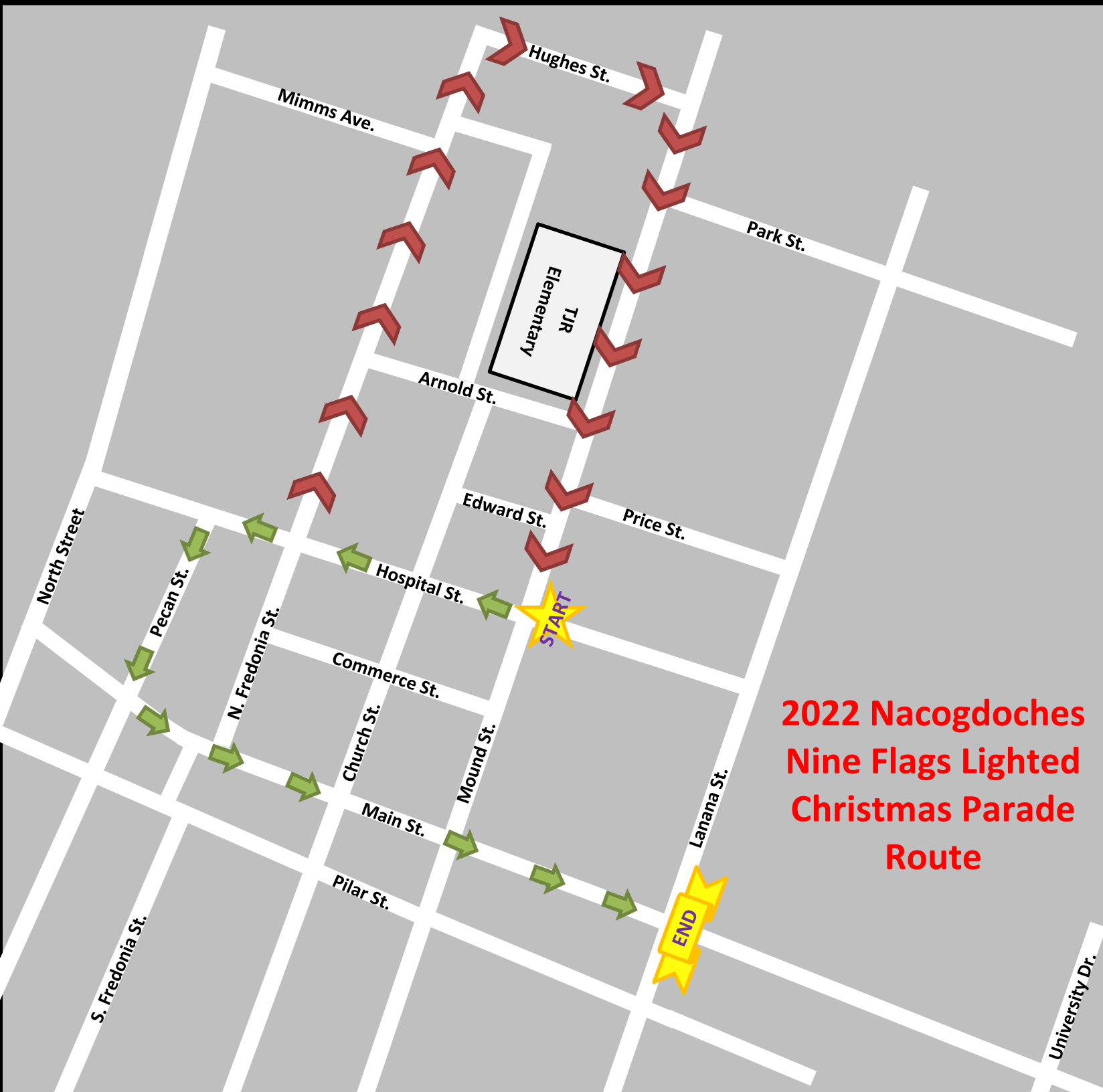
BE IT FURTHER RESOLVED that Mario Canizares, City Manager be authorized to execute an agreement with the Texas Department of Transportation for the closing of Main Street (SH 21).

PASSED AND APPROVED this MARCH 1, 2022.

Mayor Jimmy Mize
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary



**Parade Route
LEGEND**

-  Parade Route
-  Starting Point
-  Ending Point
-  Parade Staging

Parade Route
Hospital St., Left on Pecan St., Left on Main St., Left on Lanana St.

Starting Point
Mound St. & Hospital St.

End Point
Main St. & Lanana St.

Parade Staging
Mound St., Hughes St., & Fredonia St.

**2022 Nacogdoches
Nine Flags Lighted
Christmas Parade
Route**

PRESENTER: Joanna Temple, Director of Sales and Promotions, VisitNac

ITEM/SUBJECT: Consider approval of a resolution closing East Main Street for the Dia de los Muertos Fiesta event, November 5, 2022. (Director of Sales & Promotions, VisitNac)

SUMMARY/BACKGROUND: Organizers of the Dia de los Muertos Fiesta are requesting the City of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 12:00 pm, Saturday, November 5, 2022, until 9:00 pm, Saturday, November 5, 2022, to provide safety for the vendors and participants. The proposed activities for the Dia de los Muertos Fiesta include cultural food vendors, live music, and entertainers. The expected number of attendees is 2000. There will be no physical modification of any features in or adjacent to the right of way of State Highway 21. Traffic control will be handled by the City of Nacogdoches Police Department and the Public Works Department.

FINANCIAL:

No financial impact associated with this item

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

Downtown Entertainment and Destination District

CITY CONTACT: Joanna Temple, Director of Sales and Promotions, VisitNac
joanna@visitnacogdoches.org
936-564-7351

ATTACHMENTS:

1. Dia de los Muertos TxDOT Agreement for Temporary Closure
2. Dia de los Muertos Agreement Exhibit B - Resolution
3. Dia de los Muertos Agreement Exhibit C - Map

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of NACOGDOCHES, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including State Highway 21, in Nacogdoches, County; and

WHEREAS, the local government has requested the temporary closure of State Highway 21 for the purpose of Dia de los Muertos Fiesta, from 12pm to 9pm on Saturday, November 5, 2022 as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 1st day of March , 2022 the Nacogdoches City Council passed Resolution / Ordinance No. 1066-03-22, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway

numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed, and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will

be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall

provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Nacogdoches c/o Joanna Temple 200 E. Main Street Nacogdoches, TX 75965	Texas Department of Transportation 1805 N. Timberland Dr. Lufkin, TX 75901

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF NACOGDOCHES

Executed on behalf of the local government by:

By _____ Date _____
Signature of City Official

Mario Canizares
Nacogdoches City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Organizers of the Dia de los Muertos Fiesta are requesting the city of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 12:00 pm, Saturday, November 5, 2022, until 9:00 pm, Saturday, November 5, 2022, to provide safety for the vendors and participants. The proposed activities for the Dia de los Muertos Fiesta include cultural food vendors, live music, and entertainers. The expected number of attendees is 2000. There will be no physical modification of any features in or adjacent to the right of way of State Highway 21. Traffic control will be handled by the City of Nacogdoches Police Department and Public Works Department.

Exhibit B

Exhibit C

RESOLUTION NO. 1066-03-22

WHEREAS, organizers of the DIA DE LOS MUERTOS FIESTA event desire to have a safe and successful event for all vendors and participants and

WHEREAS, organizers of the DIA DE LOS MUERTOS FIESTA event are requesting that the city of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastward to its intersection at Mound Street from 12:00PM Saturday, NOVEMBER 5, 2022 until 9:00PM Saturday, NOVEMBER 5, 2022 in order to provide safety for the vendors and participants; and

WHEREAS, after duly considering such a request, it is the consent of the City Council that a resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street for the DIA DE LOS MUERTOS FIESTA.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Nacogdoches, Texas that this resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 12:00PM. Saturday, NOVEMBER 5, 2022, until 9:00PM Saturday, NOVEMBER 5, 2022 FOR THE DIA DE LOS MUERTOS FIESTA.

BE IT FURTHER RESOLVED that Mario Canizares, City Manager be authorized to execute an agreement with the Texas Department of Transportation for the closing of Main Street (SH 21).

PASSED AND APPROVED this MARCH 1, 2022.

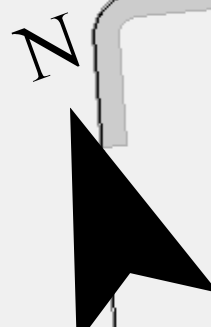
Mayor Jimmy Mize
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

Day of the Dead

Nacogdoches, Texas



0 50 100 200 Feet

- 1-6 Nacogdoches ISD
- 7 SFA Repertory Dance Company
- 8 Taco Mex
- 10-11 SFA Photo Club
- 15 Banita Creek Hall
- 16-17 The New ERA
- 18-19 SFA Theatre
- 20-21 Blue Horse Bakery
- 22 Shali's Kitchen
- 23 Maydelle Country Wines
- 24 Knights of Columbus
- 25 Hudson Art Club
- 28 Nacogdoches County Democrats
- 31 Naca Valley Wines
- 32 Dos Patrones
- 34 Ice Ice Baby Tacos & Snacks
- 36 My Mama's Tamales
- 37 JNR Catering
- 38 Juan Gonzalez
- 39 JAR
- 40 Juana Gomez
- 41 Mas Cosas
- 43 Jolt at SFA
- 44 El Coco Loco
- 45 Yaya's Kitchen
- 46 Phi Upsilon Omicron
- 47 Dragonfly Garden
- 48 Tacos Dona Pancha
- 49 Friends of the Visual Arts

RESTROOM

COLE
ART
CENTER

STAGE 2

DIA DE LOS
MUERTOS
2019

STAGE 1

CHILDRENS
AREA

Vendor Entrance

Vendor Entrance

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



City Council Meeting

Date: March 1, 2022

Agenda Item: 7.A.

PRESENTER: Mario Canizares, City Manager, and Melanie Cervenka, Red Cross

ITEM/SUBJECT: Receive a report from the American Red Cross. (Melanie Cervenka, American Red Cross)

SUMMARY/BACKGROUND: The American Red Cross is a network of donors, volunteers and employees who share a mission of preventing and relieving suffering in our neighborhoods.

A representative from the American Red Cross will discuss services provided by volunteers and staff who work to deliver vital services during a crisis, volunteer opportunities, mission and values.

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: Mario Canizares, City Manager
canizaresm@nactx.us
936-559-2501

ATTACHMENTS:



City Council Meeting

Date: March 1, 2022

Agenda Item: 7.B.

PRESENTER: Jimmy Mize, Mayor

ITEM/SUBJECT: Present a proclamation recognizing American Red Cross Month in Nacogdoches, Texas.(Mayor)

SUMMARY/BACKGROUND: Every March we honor the lifesaving mission of the American Red Cross and celebrate its volunteers and staff. Red Cross Month has been celebrated since 1943, when President Franklin D. Roosevelt issued the first Red Cross Month proclamation.

Red Cross supporters provide a beacon of hope. From financial donations, helping during disasters and ensuring access to lifesaving blood, to providing training to save lives and supporting military communities, the Red Cross is there when help can't wait.

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: Jan Vinson, City Secretary
vinsonj@nactx.us
936-559-2506

ATTACHMENTS:

PRESENTER: Anita Scott, Expo/Civic Center Director

ITEM/SUBJECT: Receive annual report from the Nacogdoches County Exposition and Civic Center. (Nacogdoches Expo and Civic Center Director)

SUMMARY/BACKGROUND: The annual report summarizing activities over the past 12 month period as per the interlocal agreement between the City of Nacogdoches and the Nacogdoches County Exposition and Civic Center. The City of Nacogdoches pays Nacogdoches County Exposition and Civic Center \$95,000 annually from Municipal Hotel Occupancy Tax which shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry.

The term of the agreement between the City of Nacogdoches and the Nacogdoches County Exposition and Civic Center automatically renews annually unless terminated by either party at least 90 days prior to the expiration. The agreement between the parties became effective on October 1, 2013.

FINANCIAL:

Item is budgeted:

Account No.: 18.49.630.70

Account Name: *Hotel Tax Fund Special Services*

Amount: \$95,000 annually

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

Not Applicable

CITY CONTACT: Mario Canizares, City Manager
canizaresm@nactx.us
936-559-2501

ATTACHMENTS:

1. Event Impact Summary
2. PowerPoint Presentation



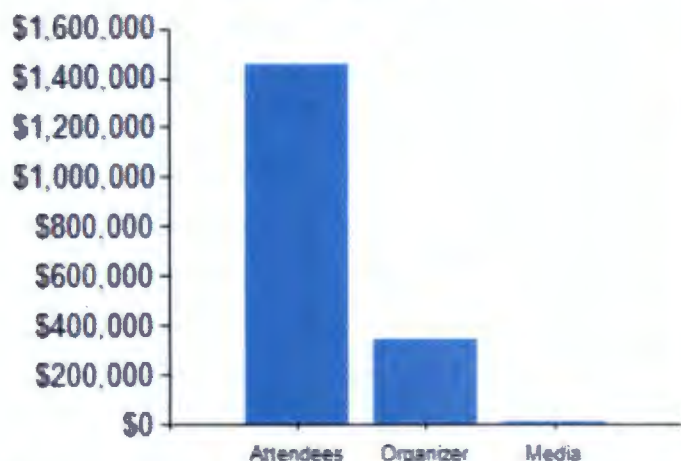
Event Impact Summary - 2020-2021

Global Destinations: Nacogdoches County Expo & Civic Center

Event Parameters		Key Results	
Event Name:	2020-2021 Fiscal Year	Business Sales (Direct):	\$1,715,697
Organization:	Nacogdoches County Expo & Civic Center	Business Sales (Total):	\$2,396,663
Event Type:	Youth Amateur-Meetings-Festivals	Jobs Supported (Direct):	1846.00
Start Date:	10/1/2020	Job Supported (Total):	1994.00
End Date:	9/30/2021	Local Taxes (Total):	\$38,159
Overnight Attendees:	1435	Net Direct Tax ROI:	\$33,856
Day Attendees:	37,258	Estimated Room Demand:	605

Direct Business Sales

Sales by Source



Sales by Sector



Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	\$78,081	\$0	\$0	\$78,081
Transportation	\$260,404	\$4,162	\$584	\$265,150
Food & Beverage	\$527,261	\$166,541	\$0	\$693,802
Retail	\$345,863	\$0	\$0	\$345,863
Recreation	\$160,236	\$0	\$0	\$160,236
Space Rental	\$0	\$43,991	\$0	\$43,991
Business Services	\$0	\$98,245	\$330	\$98,575
TOTAL	\$1,371,845	\$342,939	\$914	\$1,715,697

2020-2021 Events by Length

1 Day Events:	36
2 Day Events:	9
3+ Day Events:	13
Total Events:	58

**Nacogdoches County Exposition & Civic Center
Calendar of Events for 2020-2021**

Date	Event Name	Date	Event Name
October		May	
1	10/1/2020 Sheriff's Office Jailer Training	32	5/1/2021 Nac Jaycees - Mud Run
2	10/2/2020 PWF - Market Show	33	5/12/2021 Garrison ISD - Reid Spivey
3	10/20/2020 Dailey & Wells Communications	34	5/20-23/21 Evans United Spring Carnival
4	10/27/2020 State Tropper Riot Training	35	5/24/2021 NHS Band Boosters Banquet
5	10/30-31/20 Jaycee's Halloween Drive in Movie	36	5/26/2021 Kelly's Truck Parts
November		37	5/29/2021 Jorge Rubio - Private Event
6	11/3/2020 Election Polls Site	June	
7	11/4/2020 AG Extension Program Trade Show	38	6/4-5/21 Roselake Ranch Drill in the Pines
8	11/7/2020 Smith Sawmill Services	39	6/11-12/21 B.Weiss (Cody Johnson) Concert
9	11/14/2020 Nac County Area Go Texan Steak Dinner	40	6/18/2021 Nac Area United Way- Breakfast
10	11/18/2020 Pineywood Fair Meeting	41	6/18/2021 National Wild Turkey Banquet
11	11/19/2020 Sheriff Bridges - Bola Wrap Training	42	6/22/2021 Nac Soil Water Conservation District Mtg
12	11/23/2020 State Swine Validation	43	6/25-27/21 G&S Gun Show
13	11/24/2020 NPD - Retirement Party	July	
14	11/28-29/20 G&S Gun Show	44	7/7-10/21 SFA Twirl-O-Jacks
15	11/29/2020 NPD - Glock Training	45	7/28-29/21 NISD - Training
December		46	7/30-31/21 US Dept Interior Bureau of Land Mgt
16	12/1/2020 Motorola Solutions Inc	47	7/31-8/1/21 G&S Gun Show
17	12/2/2020 Extension Office - Judges & Comm Conf	August	
18	12/15-16/20 LOVE INC - Xmas Blessings	48	8/7/2021 Fletcher Wedding Reception
January		49	8/8/2021 USA Plaza Tierra Caliente - Rodeo
19	1/23/2021 Pineywoods Youth Rodeo	50	8/14/2021 Nac Senior Center - Dancing w/the Stars
20	1/22/2021 Pineywoods Oral Surgery Conference	51	8/21/2021 Bonafide - K. Horn Paint Party
21	1/26/2021 NISD - Training	52	8/25/2021 Guidry, Bates & Hoyt Meeting
February		53	8/31/2021 Sharon Shriners Circus
22	2/13/2021 Nacogdoches Jaycee-Comedy Show	September	
23	2/20/2021 G&S Gun Show	54	9/9-12/2021 Butler K9 Diving Dogs Event
24	2/20/2021 Region V High School Rodeo	55	9/17-19/2021 Pineywoods Youth Rodeo
March		56	9/18/2021 PWF Youth Buyers Group-Dinner
25	3/11-16/21 Union Pacific Railroad	57	9/24-26/2021 G&S Gun Show
26	3/5-7/21 G&S Gun Show	58	9/24-26/21 Region V High School Rodeo
27	3/6-7/21 Region V Jr. HS Rodeo		
28	3/20/2021 Roselake Ranch Drill in the Pines		
April			
29	4/24/2021 Old Stone Fort Bike Ride		
30	4/26/2021 Cushing ISD Academic Banquet		
31	4/24/2021 B.Weiss (Parker McCollum) Concert		



2022 UPCOMING EVENT

March

Event Name

- 3/1/2022 Jury Selection for Judge Davis Court
- 3/1/2022 Election Polls Site
- 3/4/2022 Nacogdoches Police Dept.
- 3/11/2022 National Wild Turkey Federation
- 3/11-13/2023 Drill in the Pines Equestrian Competition
- 3/16/2022 Jury Selection
- 3/17/2022 Texas Apartment Association
- 3/23/2022 R&K Alive After Five-Chamber Event
- 3/24-26/2022 Nac Pro Rodeo & Steer Show

****More event dates will be added to the calendar as contracts are confirmed.****

April

- 4/12/2022 TBA
- 4/13/2022 Ag in the Class for 4th Graders
- 4/14-17/2024 Evans United Spring Carnival
- 4/18/2022 Cushing ISD Acadmic Banquet
- 4/20/2022 Pineywoods Fair Committee Meeting
- 4/23/2022 Spring Brew Fest
- 4/23/2022 Old Stone Fort Bike Ride
- 4/26/2022 TBA
- 4/29-30/2022 DoDat BBQ

May

- 5/7/2022 Red Dirt Mud Run
- 5/14/2022 TBA
- 5/21/2022 TBD- Tire Recycle
- 5/28/2022 Private Event

June

- 6/3-5/2022 TBA
- 6/8-16/2022 TBD
- 6/9/2022 Texas Agriforestry Summit
- 6/18/2022 East Texas Sportsman Banquet
- 6/24-26/2022 G&S Gun Show

July

- 7/6-9/2022 TBD
- 7/14/2022 TBA
- 7/22-23/2022 Military Vendor Show
- 7/29-31/2022 G&S Gun Show

August

- 8/6/2022 TBD
- 8/13/2002 Dancing with the Nacogdoches Stars

Like & follow our Facebook page and check out our website for up-to-date event info.

www.nacexpo.net



1

PARTNERING WITH THE CVB
AND
CHAMBER OF COMMERCE TO
PROMOTE TOURISM AND
ECONOMIC GROWTH IN OUR
COMMUNITY.

Team Expo



Anita Scott * Kent O'Neal * Brenda Gehrt* Darrel Hill * Karee
Clifton* Brad Hale
Anna Rustin * Deputy James Sowell

“The Nacogdoches County Exposition & Civic Center is committed to its mission of supporting Youth, Agriculture, and Community”

*Texas High School & JR High Rodeo Association

*Texas A&M Agrilife Extension Office Training & Meeting Facility

*State & Local Law Enforcement Training & Meeting Facility

*Emergency Sheltering, COVID-19 Testing & Vaccination Clinics

*Multi-day events drawing huge attendance ~ Concerts, Live Events,
Market Shopping, Trade & Craft Shows,
Rodeo Competitions, Sporting Events

***Piney Woods Fair & Nacogdoches Pro Rodeo & Steer Show**

GO AWAY....

COVID ...CAUSED EVENTS TO BE
CANCELLED!

DURING THE MONTHS THE EXPO & CIVIC CENTER WASN'T ABLE
HOST EVENTS, LIKE THE 2020 PINEYWOODS FAIR, WE PROUDLY
BECAME A VITAL PARTNER WITH OUR LOCAL HEALTHCARE
COMMUNITY BY MAKING THE FACILITY AVAILABLE FOR
VACINATION CLINICS AND DRIVE-THRU TESTING FOR WEEKS AT A
TIME.



EAST TEXAS SNOW STORM FEBRUARY 2021



WINTER SNOW STORM

**5 Days of Shelter Operations
February 15th –February 20, 2021**

ACCOMMODATED:

*** 50 RESIDENTS IN THE WARMING
SHELTER**

PROVIDED STAGING FOR:

- *ONCOR ELECTRIC**
- * AT&T - MOBILE GENERATORS**
- * DEEP EAST TEXAS ELECTRIC CO-OP**

We are always here for our community!

We are currently partnering with our local Emergency Management Team and health officials to ensure the Civic Center Parking Lot is available to host COVID Drive thru Testing.

NACOGDOCHES PRO RODEO & STEER SHOW BENEFITING THE NACOGDOCHES JAYCEES



**EVENT RAISED
OVER \$43,000 FOR
THE JAYCEES IN
MARCH OF 2021**



BADDERS LAW FIRM

WHEN IT MATTERS, CALL BADDERS
877-564-6181



**RV OUTFITTERS
OF TEXAS**

a division of Motorhomes of Texas

rvoutfittersoftexas.com
936.305.5335

MIKE PERRY
CHRYSLER JEEP DODGE

"Here For You...Here To Stay."



RAM
RODEO ★ SERIES

**BIG SHOUT OUT TO ALL OF OUR
LOYAL RODEO SPONSORS & FANS!**

2020-2021 Events

Dailey & Wells Communication Training* State Trooper Riot Training* Jaycee's Halloween Drive in Movie* Election Polling Site* Ag Extension Program Trade Show* Smith Sawmill Services Banquet* PWF Fair Ambassador Meetings* Professional Exam Services *Cushing ISD Academic Banquet* Sheriff's Office Emergency Response Training* TX DOT Open Forum* Kelly Truck Parts Meeting* Nacogdoches County Area Go Texan Steak Dinner* Pineywoods Fair & Pro Rodeo Meetings *Sheriff's Office Training Classes* Texas A&M Agrilife Hay Show * State Swine Validations* Cody Johnson & Parker McCollum Concerts * Pineywoods Fair State Validation * Nacogdoches United Way Breakfast* Nac Soil Water Conservation Disc Meetings* Texas A&M Forestry Department * Nacogdoches County Sheriff's Jailer Training * Pct. 21 Poll Location * Texas A&M Agrilife Pesticide Class Region V High School & Jr. High Rodeos * Pineywoods Youth Rodeo* Paradigm Liaison Pipeline Safety * US Dept. of Interior Bureau of Land Management – Burro & Horse Adoption * G&S Gun Show x 3* Garrison ISD Baseball Training* Jury Selection Meetings* NPD Glock Training* Texas Dept. of Health & Human Services *NPD Retirement Party * Motorola Solutions* Pineywoods Oral Surgery Conference* Jaycee Comedy Show * Evans United Spring Carnival* National Wild Turkey Federation* Nacogdoches ISD Retirement Party* SFA Twirl-O-Jacks* Bonafide-Paint Party* Senior Center-Dancing w/the Stars* USA Plaza Terra Caliente- Mexican Rodeo* Butler Diving Dog Competition* Drill in the Pines * and several Private Weddings & Events

BREAKING IT DOWN!

One Day Events: 36

Two Day Events: 9

Two + Day Events: 13

RV Spots: 323

Attracting an estimated 37,200 Visitors

605 Hotel Stays * 1900 jobs supported

Hosted COVID-19 Vaccination Clinics: 12

Hosted COVID-19 Testing Sites: 3

(One of which was 16 straight days of testing)

Est. \$1,715,697 Direct Business Sales * Est. \$2,396,663 in monies spent locally

2020-2021 EVENTS: 58

A COUPLE EVENT PICS FOR YOU.....

**NORTH AMERICA DOG DIVING
SOUTH CENTRAL REGIONALS-
NACOGDOCHES, TEXAS
SEPTEMBER 2021**



JUST A COUPLE MORE EVENT PICS...

G&S Gun Show



Jordan Shrine Circus



**CROWD SHOT FROM A CODY JOHNSON CONCERT
IN THE MAIN ARENA
OF THE
NACOGDOCHES COUNTY EXPOSTION & CIVIC CENTER**



THE EXPO & CIVIC CENTER TEAM LOVES OUR LEO'S



Picture taken: Rodeo 2019

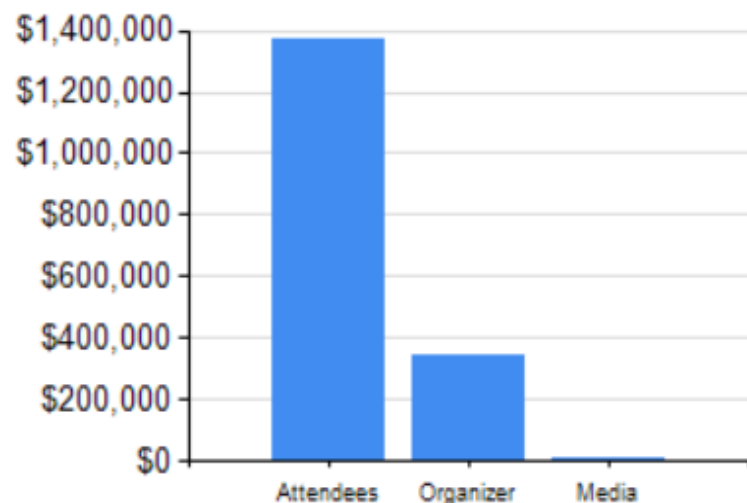


3805 NW Stallings Drive, Nacogdoches, TX 75964 * 936-564-0849

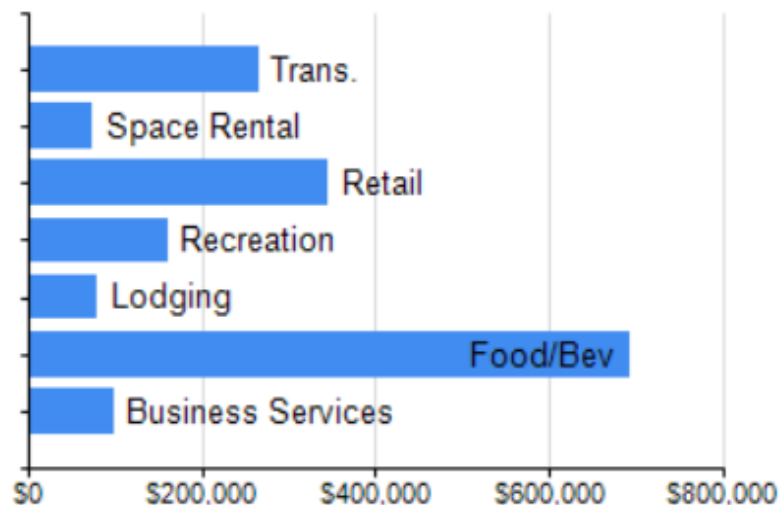
EVENT IMPACT SUMMARY – 2020-2021**GLOBAL DESTINATIONS: NACOGDOCHES COUNTY EXPO & CIVIC CENTER**

Event Parameters		Key Results	
Event Name:	2020-2021 - Event & Civic Center Events	Business Sales (Direct):	\$1,715,697
Organization:	Nacogdoches County Expo & Civic Center	Business Sales (Total):	\$2,396,663
Event Type:	Youth Amateur	Jobs Supported (Direct):	1,846
Start Date:	10/1/2020	Jobs Supported (Total):	1,994
End Date:	10/1/2020	Local Taxes (Total):	\$38,159
Overnight Attendees:	1435	Net Direct Tax ROI:	\$33,856
Day Attendees:	37258	Estimated Room Demand:	605

Sales by Source



Sales by Sector



Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	\$78,081	\$0	\$0	\$78,081
Transportation	\$260,404	\$4,162	\$584	\$265,150
Food & Beverage	\$527,261	\$166,541	\$0	\$693,802
Retail	\$345,863	\$0	\$0	\$345,863
Recreation	\$160,236	\$0	\$0	\$160,236
Space Rental	\$0	\$73,991	\$0	\$73,991
Business Services	\$0	\$98,245	\$330	\$98,575
TOTAL	\$1,371,845	\$342,939	\$914	\$1,715,697

PINEY WOODS FAIR

2020 Midway

No Carnival Rides

No crowds

No Turkey Legs



2021 Midway

All the fun was back!

Families were back!

All the food trucks were back!



2020 PWF LIVESTOCK SHOW

NO MIDWAY CARNIVAL RIDES

We love our youth!

Shined up and ready
to show!





Check out our website at Nacexpo.net

20



MUST SIGN ARENA RIDER RELEASE FORM BEFORE RIDING - [CLICK HERE TO PRINT RELEASE FORM](#)

Contact Information:

Phone: (936) 564-0849
Fax: (936) 564-9228

Address:
3805 NW Stallings
Drive
Nacogdoches, Texas
75964

E-Mail:
nacexpo



NACOGDOCHES COUNTY EXPOSITION & CIVIC CENTER

What's Happening at the Expo!

A poster for a concert by Cody Johnson & Friends. It features a photo of Cody Johnson in a cowboy hat and a plaid shirt. The text includes "CODY JOHNSON & FRIENDS", "WITH SPECIAL GUESTS EASTON CORBIN & IAN MUNSICK", and "FEBRUARY 19 NACOGDOCHES COUNTY EXPO CENTER NACOGDOCHES, TX". It also mentions "NEW ALBUM HUMAN THE DOUBLE ALBUM OUT NOW".

A poster for the RAM Rodeo. It features a photo of a cowboy riding a bucking horse. The text includes "RAM RODEO", "NACOGDOCHES COUNTY EXPOSITION & CIVIC CENTER", "MARCH 24-26, 2022", and "MIKE PERRY". It also lists ticket prices and a QR code for more information.

A poster for DoDat BBQ. It features a large, stylized "DoDat BBQ" logo with the tagline "FAN THE FLAMES". The text includes "SATURDAY APRIL 30, 2022", "From 10AM-6PM", "\$10.00 Per Person", and "www.UnitedWayNac.com/Donation". It also lists sponsors like United Way, Mike Love & Associates, and others.

Home
Welcome
Calendar
Rodeo
Scholarship
Sponsorship
PineyWoodsFair
Map
Schools
Interest
Pictures
Links
Lodging
Restaurants

NON

PRO RODEO & STEER SHOW

Benefiting the:

Nacogdoches
Jaycees



Located at the:



**NACOGDOCHES COUNTY
EXPOSITION &
CIVIC CENTER**

3805 NW Stallings Drive
Nacogdoches, TX 75964

Scan QR Code
For Ticket Information
Or visit
Stallhigh.rodeoticket.com



MARCH 24-26, 2022



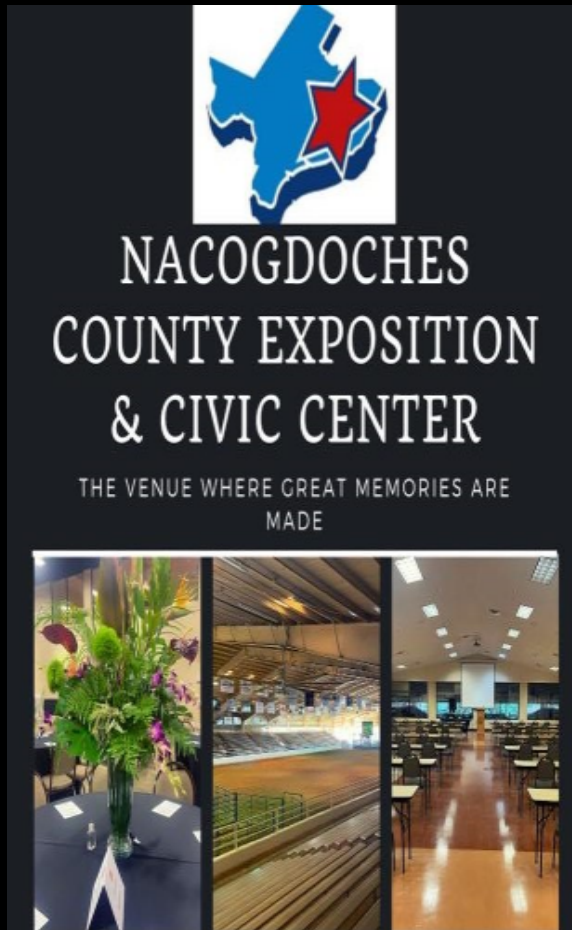
FOR MORE INFORMATION VISIT: WWW.NACEXPO.NET OR VISIT OUR FACEBOOK PAGE AT WWW.FACKBOOK.COM/NACEXPO

**DON'T FORGET TO INVITE YOUR
OUT-OF-TOWN FRIENDS AND
FAMILY TO THE NACOGDOCHES
PRO RODEO & STEER SHOW
BENEFITING THE
NACOGDOCHES JAYCEES
MARCH 24-26**

**TICKETS AVAILABLE AT:
STALLHIGH.RODEOTICKET.COM**

WE WILL SEE YOU AT THE RODEO!!!!!!

Follow us on Facebook



THANK YOU CITY OF
NACOGDOCHES FOR
SUPPORTING OUR EFFORTS
TO BRING GOOD THINGS TO
OUR TOWN! BUT MORE
IMPORTANTLY, THANK YOU
FOR BELIEVING IN THE
EXPO & CIVIC CENTER
TEAM!

WE LOVE NACOGDOCHES!

PRESENTER: Steve Bartlett, Public Works Director

ITEM/SUBJECT: Consider a request by the Nacogdoches Senior Center for reimbursement of \$3,015.00 in building permit fees previously paid to the City. (City Engineer/Public Works Director)

SUMMARY/BACKGROUND: The Nacogdoches Senior Center is adding a new kitchen to their facility at 1601 W. Austin Street. Plans were approved and construction began last year for a building expansion that will add new commercial food preparation facilities to provide meal service for their clients.

The Senior Center paid \$3,015 in building permit fees and are asking for reimbursement of that full amount. This request mirrors a previous request that was approved in 2012 where the City provides a fixed annual sum of \$2,500 plus reimbursement of their water, sewer and garbage charges. This reimbursement agreement currently provides approximately \$6,000 a year to the Senior Center. The Senior Center has operated since 1980 and is a 501(c)(3) non-profit organization.

Staff is also requesting direction from City Council regarding the possible creation of a draft ordinance that would help define the parameters of other similar requests. At the present time, no such ordinance or policy exists.

FINANCIAL:

Item is not budgeted (*will be part of year-end budget amendment cleanup*)

Account No.: N/A

Account Name:

Amount: \$3,015

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

Not Applicable

CITY CONTACT: Steve Bartlett, Director Public Works/City Engineer
bartletts@nactx.us
936-559-2522

ATTACHMENTS: 1. PowerPoint Presentation

NACOGDOCHES SENIOR CENTER FEE REIMBURSEMENT

- Paid \$3,015 in building permit fees
- New kitchen Addition at 1601 W. Austin Street
- Requesting full reimbursement





City Council Meeting

Date: March 1, 2022

Agenda Item: 7.E.

PRESENTER: Steven Kirkland, City Attorney

ITEM/SUBJECT: Consider a resolution joining the State of Texas and Texas Political Subdivisions' settlement with additional defendants (the Teva Defendants) in the Texas opioid litigation, MDL NO. 2018-63587. (City Attorney)

SUMMARY/BACKGROUND: On October 19, 2021, City Council approved a resolution supporting the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet, which released claims of the City against certain defendants in the Texas Opioid MDL. The State of Texas had sued various manufacturers and distributors of opioid drugs for deceptive trade and marketing violations, primarily misrepresenting the risk of addiction to opioid drugs. The City joined the State's previous settlement with drug manufacturer Johnson & Johnson and three distributors: AmerisourceBergen, Cardinal Health, and McKesson.

Special Counsel and the State of Texas have reached an additional settlement agreement with Teva Pharmaceutical Industries LTD, Teva Pharmaceuticals USA, Inc., Teva Pharmaceutical Holding Cooperative U.A., Teva Pharmaceuticals Europe B.V. (collectively, "Teva" or "Defendants") and recommends that City of Nacogdoches join that settlement agreement.

Per the terms of the settlement, the City may receive a direct allocation of \$23,000, and the Statewide Opioid Trust fund will receive an additional \$225 million in money and Narcan.

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: Steven Kirkland, City Attorney
kirklands@nactx.us
936-559-2503

ATTACHMENTS: 1. Opioid Settlement Resolution - Teva

CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1296-03-22

A RESOLUTION JOINING THE STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' SETTLEMENT WITH ADDITIONAL DEFENDANTS IN THE TEXAS OPIOID LITIGATION, MDL NO. 2018-63587.

WHEREAS, upon the recommendation of Special Counsel and the State of Texas, the City of Nacogdoches City Council via Resolution **1281-10-21** supported the adoption and approved the May 13, 2020 Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) in its entirety which released claims of the City against certain defendants in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.

WHEREAS, the lawsuit was brought by the State of Texas, and various Political Subdivisions of the State to hold opioid manufacturers and opioid distributors accountable for their respective roles in the Opioid epidemic; specifically, claims of fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses that have resulted in significant financial costs to the City; and

WHEREAS, Special Counsel and the State of Texas have reached an additional settlement agreements with Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International plc, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. (collectively "Endo/Par"); and Teva Pharmaceutical Industries Ltd., Teva Pharmaceuticals USA, Inc., Cupric Holding Co., Inc., Teva Pharmaceutical Holdings Cooperative U.A., Teva Pharmaceuticals Europe B.V., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC; Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., Warner Chilcott Co., LLC, Actavis South Atlantic LLC, Actavis Elizabeth LLC, Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Kadian LLC, Actavis Laboratories UT, Inc. f/k/a Watson Laboratories Inc.-Salt Lake City, Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida, and Andax, Inc. (collectively "Teva") and recommends that City of Nacogdoches join that settlement agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Nacogdoches, Texas that:

1. Finds as follows:

- a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Nacogdoches; and
- b. The City Council approves joinder in this additional settlement under the terms and conditions described in the Teva Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant, and authorizes execution of the Texas Subdivision and Special District Election and Release Form (Exhibit A).
- c. The City Council agrees to the distribution of proceeds pursuant to the allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet previously approved in Resolution **1281-10-21**.

PASSED AND APPROVED, this the 1st day of March, 2022 by a vote of _____(ayes) to _____(nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES, TEXAS

By: _____
Jimmy Mize, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Vinson, City Secretary

Steven Kirkland, City Attorney

Exhibit A

TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions' resolves opioid-related Claims against Teva under the terms and conditions set forth in the Teva Texas State-Wide Opioid Settlement Agreement between Teva, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision's and Special District's power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss the

' The Agreement defines a "Participating Subdivision" as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: March 1, 2022

Texas Subdivision Name: City of Nacogdoches, Texas

By: _____
Jimmy Mize, Mayor
202 East Pilar Street
Nacogdoches, Texas 75961
mizej@nactx.us
936-559-2506



City Council Meeting

Date: March 1, 2022

Agenda Item: 8.A.

PRESENTER: Steven Kirkland, City Attorney

ITEM/SUBJECT: 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. The subject of this Executive Session relates to Code Enforcement.

SUMMARY/BACKGROUND:

FINANCIAL:

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

CITY CONTACT:

ATTACHMENTS: