December 15, 2020

Notice is hereby given of a Regular Meeting of Nacogdoches City Council to be held on the above date via videoconference beginning at 5:30 p.m. for the purpose of considering the following agenda items.

In accordance with Orders of the Governor due to the COVID-19 pandemic, the City of Nacogdoches City Council meeting will be deemed as being conducted via teleconference or videoconference. However, some City Council Members may attend virtually, while others may be present in the above stated physical location. Regardless, 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. For those attending in person, strict adherence to COVID-19 related CDC guidelines will be enforced at all times.

Members of the public who wish to submit comments on a listed agenda item 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 must be received by 12:00 p.m. on Tuesday, December 15, 2020. 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.

Council may conduct Executive Session deliberation, reconvening open session for action, if any, on Executive Session items. Regular Session agenda items appropriate for Executive Session consideration may be moved into Executive Session for deliberation, but not action, upon proper announcement at the meeting by presiding officer.

3. **EXECUTIVE SESSION:**

   A. Personnel Matters – Pursuant to Texas Government Code Section 551-074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this Executive Session is to discuss appointment or employment related matters concerning Interim City Attorney and related legal services.

4. Open for action, if any, on Executive Session item(s).

5. WORK SESSION:

   A. View a demonstration of the NAC311 application used for citizen input and work order processing.

   B. Receive a report and hold a discussion regarding a list of studies and strategies to assist in the City's planning and economic development efforts.

6. Open Forum.

7. Items to be removed from Consent Agenda.

8. **CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.**

   A. Consider approval of minutes from December 1, 2020 regular session.

   B. Consider approval of Chapter 380 agreements between the City of Nacogdoches and Solid Foundation to provide grant funding to minimize the economic impact of COVID-19 related closures.

   C. Consider approval of a two-year contract between the City of Nacogdoches and HillCo Partners for the provision of intergovernmental consulting services for state legislative advocacy in the amount not to exceed $120,000, with the option of renewing for two additional 24-month periods.

9. **REGULAR AGENDA:**

A. **PUBLIC HEARING** Consider a request for approval of a Development Plan for a Senior Center in a PD, Planned Development District for Lots 1 & 2, Block 5, City Block 50, of the Austin Hills Subdivision, located at 1601 W. Austin Street. This request has been submitted by Curtis Architecture-Army Curtis. Case File PD2020-03.

B. Presentation of Year End Financial Recap for 2019-2020.

C. Consider adoption of the proposed compensation plan and budget amendment for the nineteen (19) pay periods in the current fiscal year impacted by the salary adjustments.

D. Consider approval of expenditure of $100,000 of the City's CARES Act funding to assist the Nacogdoches Independent School District (NISD) with the purchase of technology so that students can continue their coursework in a remote environment as needed.

E. Consider an ordinance of the City of Nacogdoches, Texas, for the conveyance of 0.212 acre of land, more or less, to Pilgrim's Pride Corporation, authorizing the Mayor to execute necessary documents of conveyance, making findings, providing for a severability clause, establishing an effective date, establishing proper notice and open meeting, and ordering appropriate filing.

Council may conduct Executive Session deliberation, reconvening open session for action, if any, on Executive Session items. Regular Session agenda items appropriate for Executive Session consideration may be moved into Executive Session for deliberation, but not action, upon proper announcement at the meeting by presiding officer.

10. **EXECUTIVE SESSION:**

Personnel Matters – Pursuant to Texas Government Code Section 551-074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this Executive Session is to discuss compensation and job description for Municipal Court Judge.

11. Open for action, if any, on Executive Session item(s).

12. 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 December 10, 2020 at 3:45 p.m. and remained posted until meeting convened.

_____

Jan Vinson, City Secretary

PRESENTER: Steve Bartlett, Public Works Director

ITEM/SUBJECT: View a demonstration of the NAC311 application used for citizen input and work order processing.

SUMMARY/BACKGROUND: Over the past year, Staff has been working to identify, procure, and implement a new civic engagement platform to obtain and track comments from citizens on City related concerns. One of the biggest struggles for most City departments is managing citizen requests and tacking their disposition. Most public inquiries and complaints are typically made by phone, or with a staff member out in the community, making documentation and tracking difficult.

A multiplatform application called NAC311, has been purchased to assist City staff with receiving and tracking citizen issues. Over the past few months, staff has worked with the software developer to create custom menus and screens that model typical inquiries from the public. The format and depth of the application menus are flexible and will continue to be modified as new needs arise.

NAC311 is available as an "app" for both Android and iOS operating systems as well as a Windows based web application. The use of NAC311 on a cell phone is anticipated to be the primary portal for the public to communicate their questions or comments. The GPS module in most smart phones can also be used to automatically locate the area of concern when submitting a request. The app will also give the citizen email updates as to the progress and resolution of their request.

This new software package will also function as an internal work order system used by individual departments to deploy crews for a repair, investigate code enforcement complaints, and provide a timely resolution to many of our citizen's concerns. This cloud based system will streamline workflows and resource allocation while allowing management to track the progress of each task through completion. Tracking items like utility and street repair locations, will also give us unparalleled historical data to better focus our limited budget dollars at the most needed areas including the planning for future CIP investments.

City staff, and a few select citizens, have been using NAC311 for past several months, as we refined and tested the software under real life conditions. We have internally processed over 560 actual work orders to date. Although the software has been live, we have not announced its availability to the public. We will begin an outreach program in January to inform the public about this new tool and begin actual citizen engagement.

The NAC311 suite was developed by Rock Solid (formerly called CitySourced) with an initial cost of $15,100 and a reoccurring annual subscription of $11,600. Software has already been purchased for current year.

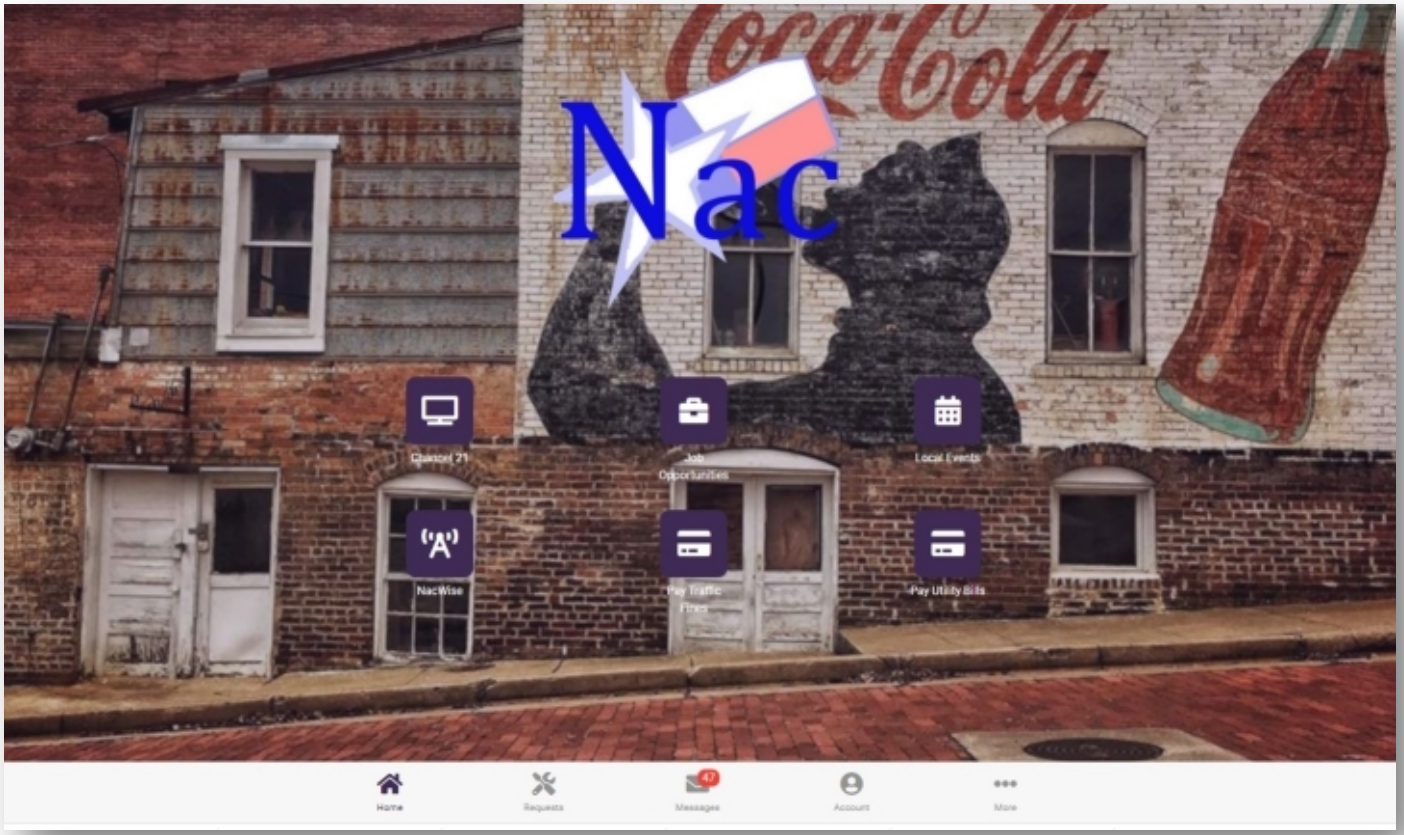
FINANCIAL:
There is no financial impact associated with this item

CITY CONTACT: Steve Bartlett, PE Director of Public Works/City Engineer

ATTACHMENTS: 1. NAC311

NAC311

CITIZEN ENGAGEMENT



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NAC311

- New civic engagement platform
  obtain and track comments from citizens
- Available as an “app” for both Android and iOS
- Windows based web application – staff console
- Cell phones - primary portal for the public
- Works with GPS module in smart phones
- Citizen receives email updates as to the progress
  and resolution of their request

NAC311

- Internal work order system
  streamline workflows and resource allocation
- Deploy crews for a repairs, investigate code enforcement complaints, etc.
- Timely resolution to citizen's concerns
- Management can track progress of each task through completion

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NAC311

- Unparalleled historical data
  focus budget dollars in highest need areas
- Better planning for future CIP investments
- 560 actual work orders to date
- Outreach program in January to inform the public
- Initial cost of $15,100 - annual subscription $11,600.

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DEMONSTRATION

NAC311 STAFF CONSOLE

Nacogdoches
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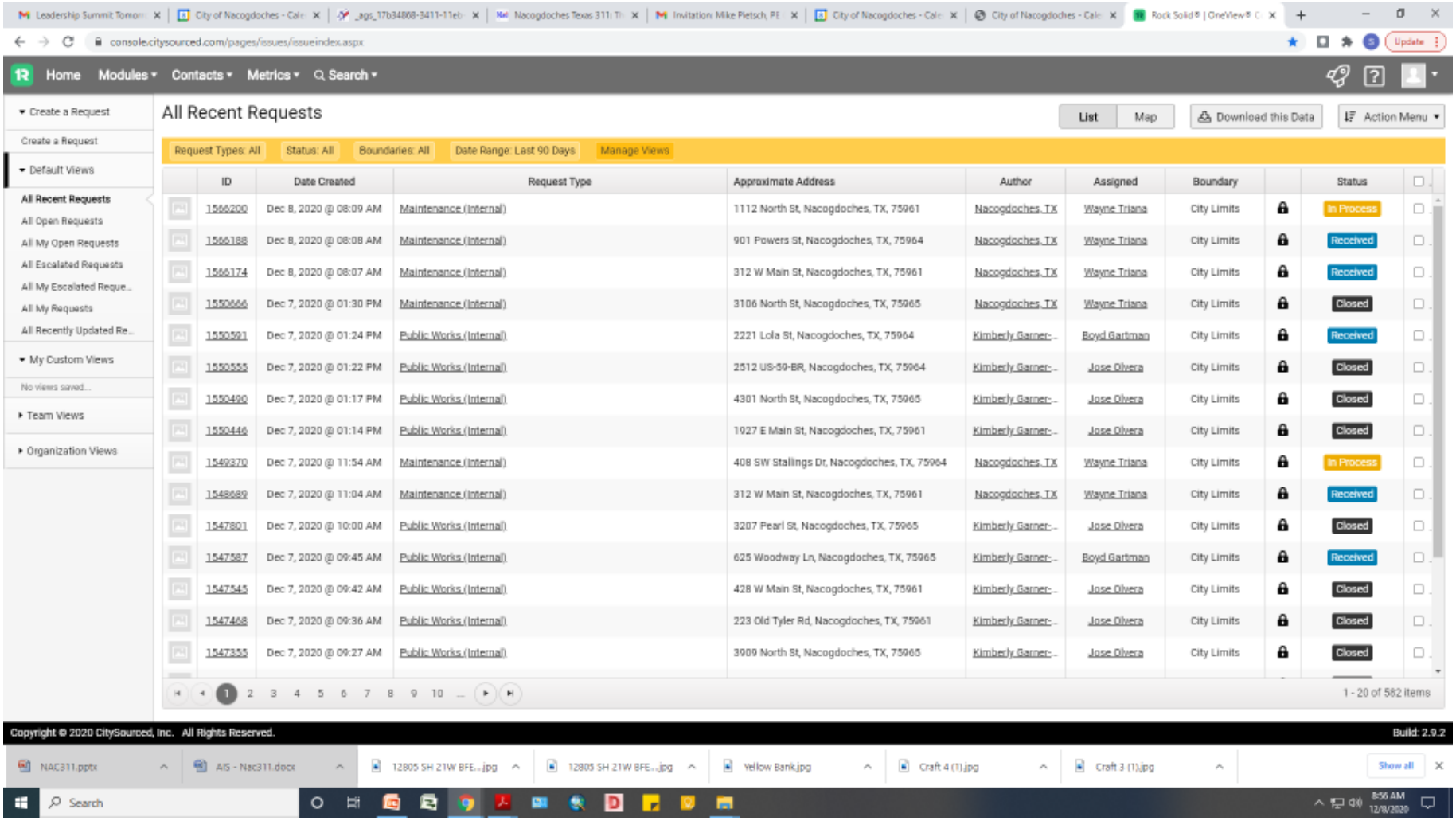
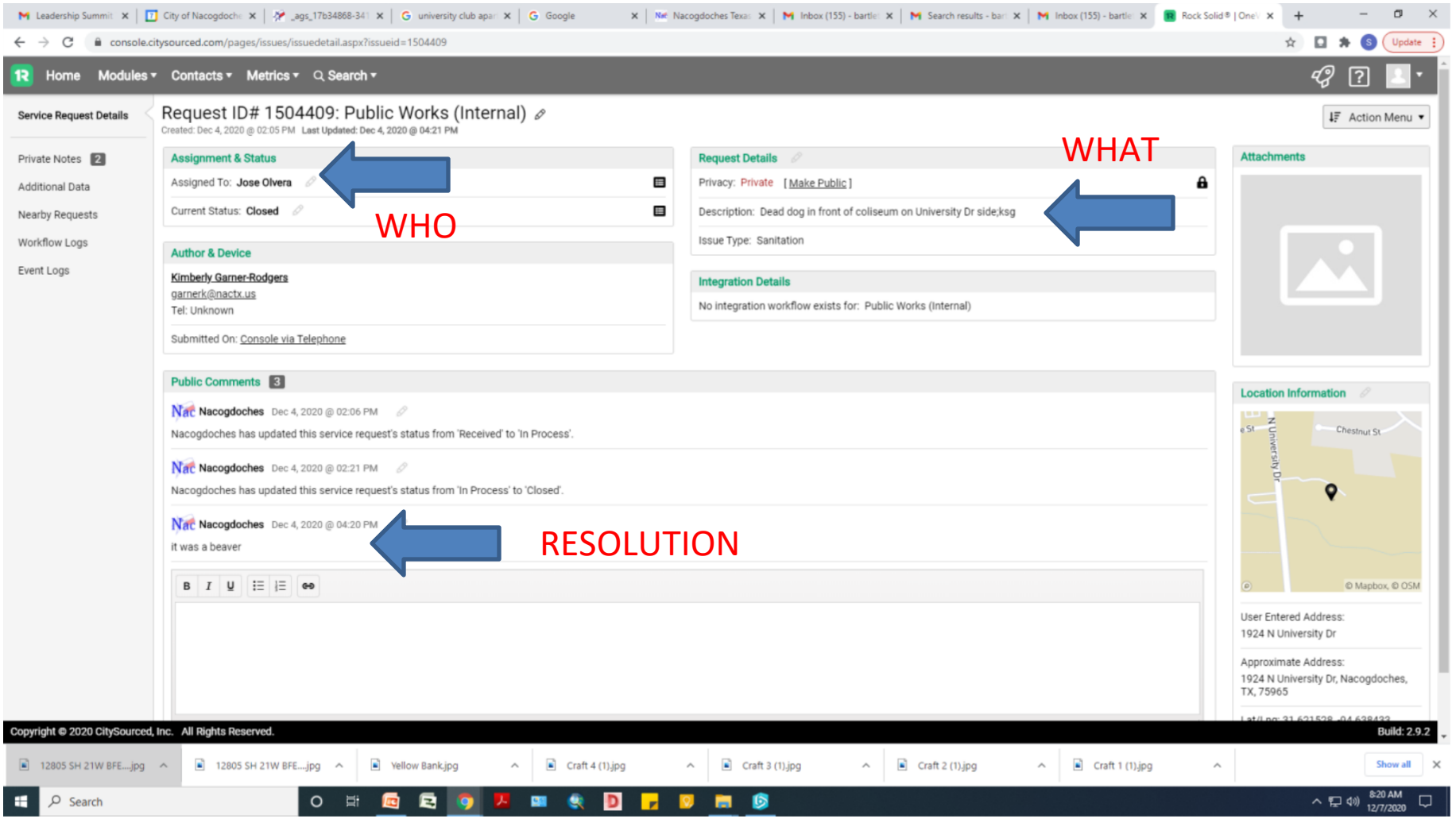
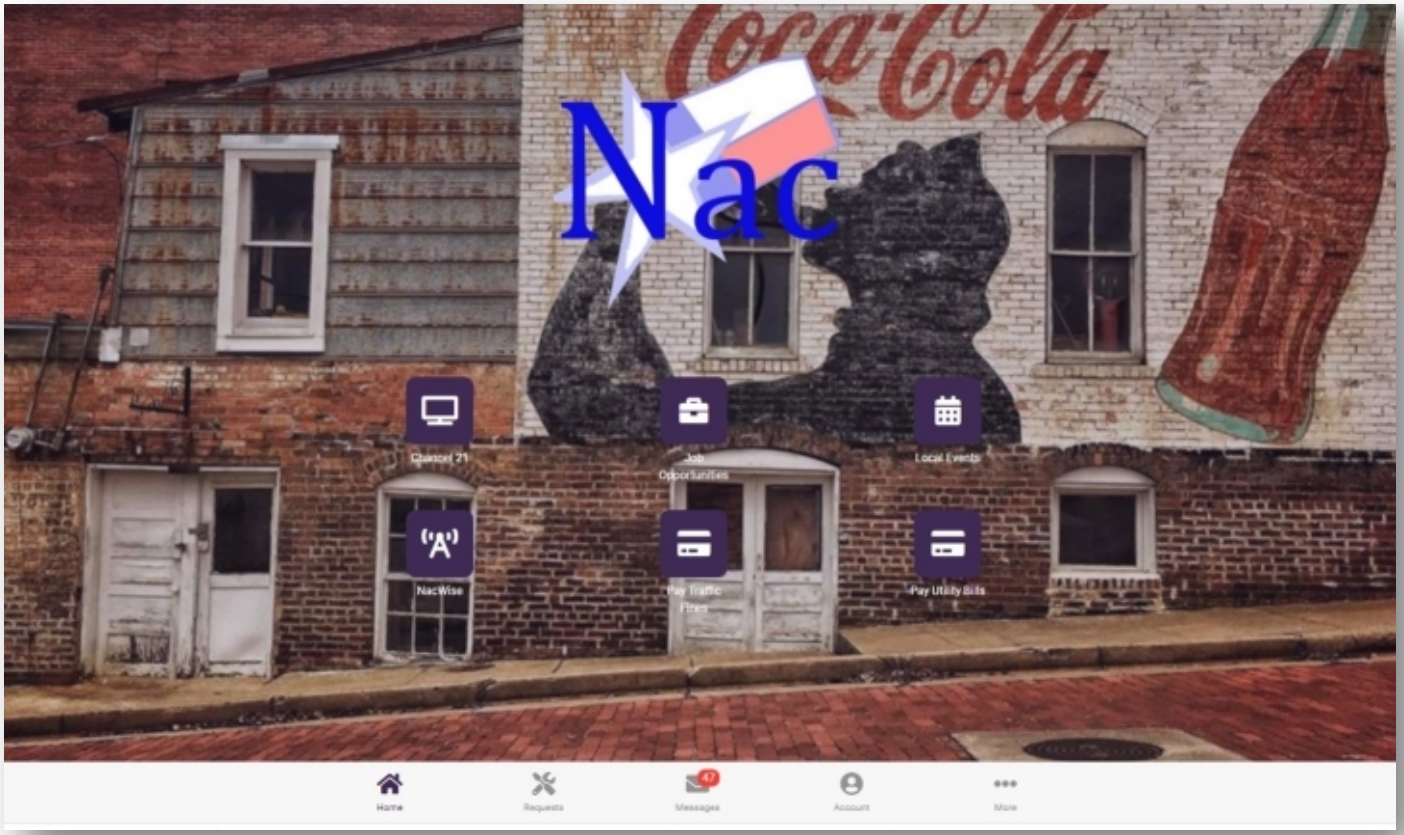


NAC311 STAFF CONSOLE



NAC311

CITIZEN ENGAGEMENT



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PRESENTER: Alaina Chafin, City Planner

ITEM/SUBJECT: Receive a report and hold a discussion regarding a list of studies and strategies to assist in the City's planning and economic development efforts.

SUMMARY/BACKGROUND: This item is informational and intended for discussion purposes only. Staff would like to bring this item back to City Council in January 2020 for additional direction.

Background

Long-range plans and studies are key to bridging the gap between where Nacogdoches is as a community, and where we want to go in the future. These documents create holistic, long-term, strategic action-plans to help cities manage their resources and physical growth.

With the recent change in new leadership for the Nacogdoches ISD, SFASU, and the City, coupled with the growth anticipated with the Future I-69 improvements, Nacogdoches finds itself with a unique opportunity to re-evaluate, identify, and plan for the current and future needs of the community. With this in mind, City Staff has been directed to conduct an inventory of existing plans that may be in need of an update and/or revision, and identify additional plans and studies needed to further current and future planning, engineering and economic development efforts.

List of Plans & Studies

The following list of plans and studies will help inform policy development and funding for public programs such as capital improvement projects (CIP), economic development strategies, and planning (a description of each of these documents is attached). A number of these studies have already been funded and are underway, including the following:

- Fire Station Study
- Sewer & Water Master Plan
- Terminal Area Plan
- ED Incentive Policy - *Update*
- Return on Investment Study

Additional plans and studies identified by Staff that are needed to assist in the continued development of the City's planning and economic development efforts are listed below:

- Drainage CIP Study
- Comprehensive Plan - *Update* (Includes I-69 Corridor Study)
- Downtown Master Plan
- Hazard Mitigation Action Plan
- Fiscal Study & Strategy

- Housing Need Study
- Unified Development Code – *Update* (Includes an update and consolidation of the City development ordinances, i.e. sign, zoning and subdivision ordinances)
- Retail Study
- Multi-Modal Transportation Plan
- Small Area Plans
- Various Economic Development Opportunities

These items are not funded in the current operating budget; however there is an opportunity for some or all of these items to be accommodated within the City's current fund balance for fiscal year 2020-2021 (estimated $4.5 million for General Fund).

FINANCIAL:
No financial impact associated with this item

CITY CONTACT: Alaina Chafin, City Planner
chafina@nactx.us
936-559-2572

ATTACHMENTS:
1. Plans & Studies Summary and Matrix
2. Presentation

Plans, Policies, & Studies Summary

Return on Investment Study – Identifies the cost of providing service to and the associated revenue returned from different types of development throughout the City. This is the first study of this kind performed for the City.

Terminal Area Plan – Reorganizes the terminal area of the A.L. Mangham, Jr. Regional Airport to maximize space and provide for future growth. This last terminal area plan was adopted in 2003.

Sewer and Water Master Plans – Identifies deficiencies and capacity issues and proposes extensions and line replacements to support future growth. The City currently does not have plans that address water and sewer in this comprehensive manner.

Fire Station Study – Proposes placement for future fire stations and relocations of current stations. The previous fire station condition study was drafted more than 20 years ago.

Drainage CIP Study – Identifies areas in need of drainage improvements and proposes capital drainage projects to address drainage issues. No such study exists for the City.

Fiscal Study & Strategy – Reviews City of Nacogdoches funds and proposes strategies to reduce intergovernmental transfers and identify funding for capital and economic development opportunities. No such study currently exists for the City.

Risk and Resilience Assessment and Emergency Response Plan – America Water Infrastructure Act (AWIA) requires all municipalities with potable water treatment systems to conduct a formal terrorism vulnerability assessment in conjunction with the US EPA Guidelines.

Comprehensive Plan – Provides a vision for the future of the City by reviewing current conditions, identifying long range goals and objectives, and creating implementation strategies. Supporting documents include a future land use plan, a future transportation plan, park and community facilities plans. This proposed study also includes more in depth study of the

proposed I-69 corridor which is to include more specific future land use, utility, and design suggestions. The City last updated the comprehensive plan in 2003.

Incentive Policy – Provides a framework for decisions regarding the use of City resources to stimulate economic activity. This document sets thresholds and identifies types of private investments eligible for City economic incentives and is intended to be utilized as a tool to attract specifically targeted industries and particular job categories. The City's current incentive policy was adopted by the City Council in 2017. This policy should be updated immediately and again the near future, following the completion of the comprehensive plan when the long term changes to the economy due to COVID are more apparent.

Unified Development Code – Combines the development ordinances of the City into one comprehensive document to reduce conflicting language and modernize development standards to match the goals identified in the Comprehensive Plan. This combines the subdivision, zoning, and sign ordinances. The subdivision ordinance was adopted in 1970 with minor revisions in subsequent years. The last major revision of the zoning ordinance was in 1998, with section revisions completed as necessary. The current version of the sign ordinance was adopted in 2005 with revisions in subsequent years.

Retail Study – Utilizing cell phone data, this study will identify the true market area of the City and identify retail leakages to inform future retail recruitment efforts. The most recent retail leakage and market area study was performed in 2013. This should be performed when the long term changes to the retail landscape due to COVID become more apparent.

Small Area Plans – Provides detailed long range plans for neighborhood sized areas. These plans can include design guidelines and capital improvements necessary to meet the unique challenges and opportunities in each neighborhood or district. Suggestions from small area plans can include branding and identity such as creation of gateways and signs, development overlays, infrastructure investment, and catalyst project identification.

Hazard Mitigation Action Plan – Identifies potential hazards to the City and proposes action the City may take to reduce those hazards. This plan is required for several emergency management grants from the State of Texas and the federal government. The hazard mitigation action plan was last updated in 2013.

Various Economic Development Opportunities – This is a "catch all" to cover several types of studies such as: 1) design workshops for vacant downtown buildings to define future use and restoration, and 2) economic impact studies for potential business expansions or locations.

Housing Need Study – Reviews current housing stock (single family and multi-family) and projects housing needs for the near and long term. Identifies strategies to fill housing gaps through catalyst projects and incentives. Affordable housing needs were studied in 2008, but no comprehensive housing study has been developed.

Downtown Master Plan – Creates a vision for downtown Nacogdoches including facades, streetscapes, pedestrian access, parking and other public amenities. A comprehensive design plan for downtown was last completed in 1998. This plan includes a market analysis to explore how much, and what type of new retail, entertainment, and housing, etc. exists and might be needed in the years ahead.

Multi-modal Transportation Plan – Identifies and prioritizes corridors for non-vehicular access and provides design documents for high priority sections. This would address both on street and trail routes. Staff has drafted a map of priority sidewalk corridors and trail sections, but has not completed design documents.

Plans & Studies Matrix

Funded	Funding Fiscal Year	2019-2020	2020-2021	2021-2022	2022-2023
	General Fund				
✔	Fire Station Study		$18,000		
	Drainage CIP Study		$50,000		
	Comprehensive Plan (incl I-69 Corridor)		$250,000		
	Downtown Master Plan		$50,000		
	Hazard Mitigation Action Plan		$50,000		
	Fiscal Study & Strategy		$50,000		
	Housing Needs Study			$50,000	
	Unified Development Code			$75,000	
	Multi-Modal Transportation Plan				$75,000
	Small Area Plans				$50,000
	Subtotal	$0	$468,000	$125,000	$125,000
	Fund Total				$718,000
	Utility Fund				
✔	Return on Investment Study	$50,000			
✔	Sewer Master Plan		$75,000		
✔	Water Master Plan		$75,000		
	(AWIA) Risk and Resilience Assessment and Emergency Response Plan		$90,000		
	Subtotal	$50,000	$240,000	$0	$0
	Fund Total				$290,000
	City Investment Total	**$50,000**	**$708,000**	**$125,000**	**$125,000**
	City Investment Total				**$1,008,000**
	Private Donation or NEDCO				
✔	Terminal Area Plan		$0		
	Retail Study			$25,000	
	Subtotal	**$0**	**$0**	**$25,000**	**$0**
	No Cost/In House				
	Incentive Policy (Update)		$0		
	Subtotal	**$0**	**$0**	**$0**	**$0**

Proposed Plans & Studies for Planning & Economic Development Strategies

Steps leading to the process

- New Leadership
  - City, Nacogdoches ISD and SFASU
- Past discussions on long range planning initiatives
  - Land Use, Neighborhood Revitalization, Infill, & Economic Development
- Inventory of Plans & Studies
  - Plans are either outdated or non-existent
- Proposed Studies
  - List of Projects that meet a clear and community purpose but are not yet fully funded within the current FY operating budget.

Plans & Studies by Fund

Funded	General Fund
✔	Fire Station Study
	Drainage CIP Study
	Comprehensive Plan (Includes I-69 Corridor Plan)
	Downtown Master Plan
	Hazard Mitigation Action Plan
	Fiscal Study & Strategy
	Housing Needs Study
	Unified Development Code
	Multi-Modal Transportation Plan
	Small Area Plans
	Utility Fund
✔	Return on Investment Study
✔	Sewer Master Plan
✔	Water Master Plan
	(AWIA) Risk and Resilience Assessment and Emergency Response Plan
	Private Donation or NEDCO
✔	Terminal Area Plan
	Retail Study
	No Cost/In House
	Incentive Policy (Update)

Proposed Plans

Comprehensive Plan – *Update*: (12-16 months)

- Vision for the future
- Current conditions
- Long range goals and objectives
- Implementation strategies
- Future land use plan, a future transportation plan, park and community facilities plans
- Proposed I-69 corridor
- Last updated the comprehensive plan in 2003

Downtown Master Plan: (7-9 months)

- Vision for downtown
- Facades, streetscapes, pedestrian access, parking and other public amenities
- Last completed in 1998
- Market analysis

Plans - Continued

Drainage CIP Study: (6-8 months)
- Identifies needed drainage improvements
- Proposes capital projects
- No such study exists for the City

Hazard Mitigation Action Plan: (5-6 months)
- Identifies potential hazards
- Proposes action the city may take to reduce those hazards
- Required for several emergency management grants
- Last updated in 2013

Fiscal Study & Strategy : (6-8 months)
- Strategies to reduce intergovernmental transfers and
- Identify funding for capital and economic development opportunities

Plans - Continued

Housing Need Study: (6-8 months)
- Reviews current housing stock
- Projects housing needs
- Strategies to fill housing gaps

Unified Development Code: (11-13 months)
- Combines the development ordinances
- Subdivision, zoning, and sign ordinances
- Subdivision ordinance was adopted in 1970
- Last major revision of the zoning ordinance was in 1998sign ordinance was adopted in 2005

Multi-modal Transportation Plan: (7-9 months)
- Identifies and prioritizes corridors for non-vehicular access

Plans - Continued

Small Area Plans: (9-12 months)
- Detailed long range plans for neighborhood sized areas
- Design guidelines
- Capital improvements
- Suggestions such as creation of gateways and signs, development overlays, infrastructure investment, and catalyst project identification

Retail Study: (4-5 months)
- Identify the market area of the city and identify retail leakages
- Market area study was performed in 2013

Various Economic Development Opportunities: (Varies)
- This is a "catch all" to cover several types of studies such as: 1) design workshops for vacant downtown buildings to define future use and restoration, and 2) economic impact studies for potential business expansions or locations.

Plans - Estimated Costs

Not Funded ▼ **$700K** over 3 years

Funding Fiscal Year	2019-2020	**2020-2021**	2021-2022	2022-2023
General Fund				
Fire Station Study		$18,000		
Drainage CIP Study		$50,000		
Comprehensive Plan (incl I-69 Corridor)		$250,000		
Downtown Design Plan		$50,000		
Hazard Mitigation Action Plan		$50,000		
Fiscal Study & Strategy		$50,000		
Housing Need Study			$50,000	
Unified Development code			$75,000	
Multi-Modal Transportation Plan				$75,000
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Water Master Plan		$75,000		
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Subtotal	$50,000	**$240,000**	$0	$0
Fund Total				**$290,000**
City Investment Total	**$50,000**	**$708,000**	**$125,000**	**$125,000**
City Investment Total				**$1,008,000**
Private Donation or NEDCO				
Terminal Area Plan		$0		
Retail Study			$25,000	
Subtotal	**$0**	**$0**	**$25,000**	**$0**
No Cost/In House				
Update Incentive Policy		$0		
Subtotal	**$0**	**$0**	**$0**	**$0**

SUMMARY / Next Steps

- Discuss Plans and Studies with Council
- Staff to return to Council in January to discuss priority and implementation plan
- Seek direction from Council on how to proceed

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes from December 1, 2020 regular session.

SUMMARY/BACKGROUND:

FINANCIAL:
There is no financial impact associated with this item.

CITY CONTACT: Jan Vinson
vinsonj@nactx.us
936-559-2506

ATTACHMENTS: 1. Minutes

Nacogdoches
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Regular Session
Nacogdoches City Council
December 1, 2020 – 4:30 p.m.
Videoconference

DRAFT

Regular Session:

City Council present in person: Mayor Shelley Brophy, Council Members Roy Boldon, and Jay Anderson. **City Council present via videoconference:** Council Member Amelia Fischer.
Absent: Council Member Garth Hinze.

1. Called to order at 4:31 p.m.

2. **WORK SESSION**:
   A. Receive a report, hold a discussion and give staff direction regarding proposed compensation plan.

Stephen Pearl, Human Resources Director, explained the City's current pay system which does not have a formal compensation plan that expresses minimum and maximum values, and no upward mobility for employees based on performance. Mr. Pearl stated the goals for the proposed compensation plan are to pay employees an appropriate rate, formalize a pay range for each position and increase pay based on performance.

The City contracted with Public Sector Personnel Consultants (PSPC) to conduct a salary survey and assist in establishing a compensation plan. Matthew Weatherly, PSPC, discussed the project scope, proposed compensation plan, pay ranges for all positions and implementation options.

City Council discussed comparison variables, regional private sector comparisons and total compensation versus base salary comparisons.

Human Resources Director Stephen Pearl stated the compensation plan will take affect the first pay period in January 2021. Going forward, staff will begin to create an employee evaluation system, update policies and discuss the process of hiring within the compensation plan. Other key items include minimum wage increase to $12.70 per hour for City positions, each employee will receive a minimum overall increase of $500 and step pay will roll into the employee's hourly rate. City Council also discussed the deciding factors to increase the City's minimum wage to $12.70.

Mr. Canizares stated the proposed compensation plan will help retain employees and allow new employees to be hired at a higher rate based on skill, knowledge and education. Part of the effort is to get the plan implemented then work with staff to look at policies and make adjustments as needed.

Pam Curbow, Finance Director, discussed funding the proposed compensation plan stating the City has money built into each fund for the 2020-2021 budget to offset the cost of implementing the compensation plan.

WORK SESSION recessed at 5:39 p.m.

Regular Session began at 5:40 p.m.

REGULAR SESSION:

3. No one spoke during open forum.

4. No items removed from consent agenda.

5. **CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.**

   A. Minutes from November 12, 2020 special session, November 13, 2020 special session, November 14, 2020 special session and November 17, 2020 regular session.
   B. Quarterly Investment Report for quarter ended September 20, 2020.

Minutes unofficial until approved by City Council

C. Consider ordinance amending Ordinance No. 1835-09-20 appropriating various amounts in accordance with the budget adopted for ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021. (Taser Grant)
D. Consider approval of Chapter 380 agreements between the City of Nacogdoches and several small businesses and non-profit organizations to provide grant funding to minimize the economic impact of COVID-19 related closures.

Council Member Fischer asked for additional information regarding Consent Agenda Item 5D specifically what kind of outreach that was performed. Larissa Philpot, Economic Development Director, stated English and Spanish versions of the information was posted on social media, press releases were sent to local newspaper and television, and banks were given information to disseminate. Ms. Philpot will email all Council Members a list of businesses/non-profits whose applications were denied.

Council Member Roy Boldon moved approval; motion duly seconded by Council Member Jay Anderson and carried by unanimous vote.

6. **REGULAR AGENDA:**

A. Consider approval of a resolution of the City Council of the City of Nacogdoches, Texas adopting the City's Legislative Agenda/Program for the 87th State Legislative Session.

Mario Canizares, City Manager, reviewed the proposed 2021 Legislative Agenda including local control, budget, education, property tax, transportation, redistricting, development, governance, economic development and financial issues.

Council Member Jay Anderson moved approval; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote.

B. Consider approval of Amendment Number 1, establishing a Guaranteed Maximum Price (GMP) of $1,662,609 and substantial completion date of February 15, 2022, for the Construction Manager at Risk Agreement by and between the City of Nacogdoches and Cox contractors for the construction and/or installation of the Zion Hill restoration project.

Jessica Sowell, Historic Sites/Main Street Manager, discussed the history of Zion Hill Baptist Church, restoration bidding process and timeline. After receiving final design and engineering plans, Cox Contractors divided the project into 29 different packages for bidding by trade and 71 bids were received. The initial Guaranteed Maximum Price was $1,881,170 but after discussion with Cox Contractors regarding cost savings and reducing scope of work (basement area only) the current Guaranteed Maximum Price is $1,662,609.

Funds for this project come from Hotel Occupancy Tax as well as donations from Nacogdoches Historical Foundation and the Charles and Lois Marie Bright Foundation.

Mrs. Sowell reviewed the project timeline. Project mobilization will begin in January 2021 with substantial completion date of February 15, 2022. She also explained which areas of the building will be restored and which areas will be renovated.

Council Member Roy Boldon moved approval; motion duly seconded by Council Member Amelia Fischer and carried by unanimous vote.

WORK SESSION resumed at 6:07 p.m.

City Council continued discussions regarding the City's ability to fund the compensation plan this fiscal year and in the future. Pam Curbow, Finance Director, discussed the COVID-19 economic impact stating the City of Nacogdoches was not impacted to the degree anticipated. The City saved money by not filling vacant positions during the pandemic and sales tax revenues remained positive. Ms. Curbow also stated staff anticipates revenues will continue to increase which should cover the compensation plan for next fiscal year as well. Budget Amendments will be presented to City Council on December 15, 2020 to move existing money to the appropriate departments as it relates to the compensation plan.

Ms. Curbow presented three different options for the proposed plan and ranges to City Council for direction which are: move forward with implementing the compensation plan as presented, modify the plan, or postpone/reject the plan.

Council Member Boldon stated he'd like to see the City's minimum wage increased to $15 per hour instead of $12.70 per hour. Finance Director Pam Curbow explained how that increase would affect the budget and staff as it relates to the compensation plan. She also stated an increase to $15 per hour would be best done over time and staff could look at doing such in the future.

City Council agreed to move forward with the compensation plan as presented.

City Council convened in Executive Session at 6:44 p.m.

7. **EXECUTIVE SESSION:**

   A. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this Executive Session is to discuss appointment or employment related matters concerning City Attorney search.

City Council reconvened in Open Session at 7:08 p.m.

8. Mayor Brophy moved approval to cease negotiations with the City Attorney finalist and authorize the City Manager to enter into an agreement with Strategic Government Resources (SGR) for recruiting services for the City Attorney position; motion duly seconded by Council Member Jay Anderson and carried by unanimous vote.

9. Meeting adjourned at 7:09 p.m.

_____
Mayor Shelley Brophy
City Council
City of Nacogdoches

ATTEST:

_____
Jan Vinson, City Secretary

PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Consider approval of Chapter 380 agreements between the City of Nacogdoches and Solid Foundation to provide grant funding to minimize the economic impact of COVID-19 related closures.

SUMMARY/BACKGROUND: In September, staff presented a program design for the Nac CARES grant program. This program is intended to provide relief to small businesses negatively affected by the COVID-19 pandemic. The program is funded through the City's CARES Act funding. The program designed presented in September allocated approximately $83,000 for round 1 of Nac CARES funding and approximately $200,000 for round 2.

The application cycle opened on September 14th and closed on September 25th. We received applications from 60 entities. The entities ranged from small, sole proprietorships to larger The applications were first reviewed, in order of receipt, for completeness and eligibility by staff. The eligible applications were then reviewed by a committee of local bankers to ensure they met the criteria found in the program design.

Solid Foundation's application was found to be complete.

Staff is closely monitoring the proposed federal stimulus package, in hopes another round of state and local government funding will be allocated. This may allow staff to continue working with local businesses and non-profits to obtain the necessary documentation to fund grants to these entities.

The attached Chapter 380 agreement must be executed by each entity before their funding request will be approved.

FINANCIAL:
Item is not budgeted (Budget Amendment required; please attach BA ordinance)
Amount: $2,500.00
Account #:01.75.610.91 *(General Fund Non-Departmental Reimb Emergency Expenditures)*

CITY CONTACT: Larissa Philpot, Economic Development Director
philpotl@nactx.us
936-559-1255

ATTACHMENTS: 1. NacCARES 380 Agreement-Solid Foundation

CITY OF NACOGDOCHES, TEXAS

AND

SOLID FOUNDATION ASSOCIATION, INC.

CHAPTER 380 ECONOMIC DEVELOMENT AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF NACOGDOCHES, TEXAS,** a Texas home-rule municipality (the "City"), and **Solid Foundation Association, Inc.,** a 501(c)(3) corporation, its successors and assigns ("Grantee").

RECITALS:

A. The City in partnership with the Nacogdoches Economic Development Corporation has launched the Nac CARES Economic Support Program for City of Nacogdoches businesses facing economic hardship as the state continues to follow CDC guidelines, and state and local disaster declarations and orders designed to contain the spread of COVID-19.

B. Nac CARES Economic Support Program is intended to provide small grants for non-profit and small business relief offering assistance for those organizations which have experienced severe disruption due to COVID-19 response. The eligibility requirements for these grants is contained within the Grant Program Design found in Attachment A.

C. The City is responding to the local disaster caused by COVID-19 virus by providing much needed assistance and services to the residents and businesses of the City of Nacogdoches.

D. A committee of Nacogdoches Economic Development Corporation Directors have reviewed applications and recommended funding the Nac Cares Economic Support Program.

E. The City desires to enter into a Chapter 380 Economic Development Agreement with Solid Foundation Association, Inc. in order to sustain the City's commercial, economic, and employment base, build resilience to economic conditions resulting from the COVID-19 pandemic, and to retain businesses in the City, for the long term interest and benefit of the City and the State of Texas.

G. The City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans and grants of public funds for the purposes of promoting local economic development and stimulating and enhancing business and commercial activity within the City.

H. The City has established an economic development program which authorizes the City to make such economic development loans and grants.

I. The City has determined that a grant of funds to Grantee will serve the public purposes of promoting local economic development, helping eliminate unemployment and underemployment in the City, and stimulating and enhancing business and commercial activity within the City.

J. The City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and Grantee.

K. The City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the

development and diversification of the economy of the State, by helping to eliminate unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

L. The City desires and agrees to enter into this Agreement with Grantee in order to implement the economic development program described herein and shall follow all applicable rules and procedures prescribed by the City's Charter and the laws of the State in providing Grantee the economic development incentives described herein.

M. Grantee desires and agrees to enter into this Agreement with City in order retain well paying jobs and shall follow the laws of the State of Texas.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Grantee agree as follows:

SECTION 1. RECITALS INCORPORATED.

The foregoing Recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants and consideration that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as the Effective Date and shall remain in full force and effect until six (6) months from the Effective Date ("Term"), unless sooner terminated pursuant to Article 7 of this Agreement.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Program Grant** or **Program Grant Payment.** The words "Program Grant" or "Program Grant Payment" mean the economic development grants provided by the City to Grantee in accordance with this Agreement.

(b) **State.** The word "State" means the State of Texas.

(c) **State Comptroller.** The words "State Comptroller" mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.

(d) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

(e) **Qualified Expenditures.** The words "Qualified Expenditures" mean those expenditures consisting of and contributing to the reimbursement the cost of business interruption caused by required closures. This can include supplies, working capital, inventory, physical changes to structure to accommodate meet health requirements due to COVID-19 restrictions, rent, lease or mortgage payments for business purposes, or rent, lease, or purchase payment for business property. Expenditures for which Paycheck Protection Program funds were utilized are not Qualified Expenditures.

SECTION 4. CHAPTER 380 GRANT PAYMENT DISBURSEMENT PROCEDURES

A. Chapter 380 Payments shall be paid by City to Solid Foundation Association, Inc. in the form of one grant payment. The Chapter 380 Payment shall commence with a single payment of $2,500 within 30 days of the execution of this agreement.

B. The City shall make all disbursements of Chapter 380 Payments pursuant to this Agreement by check payable to Solid Foundation Association, Inc., sent via U.S. mail in accordance with Article 10, unless the City otherwise agrees in writing, in its sole discretion.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF GRANTEE.

Grantee covenants and agrees with the City that while this Agreement is in effect, Grantee shall comply with the following terms and conditions:

(a) Solid Foundation Association, Inc. agrees to comply with all requirements of this Agreement and to use the Chapter 380 Payments only in accordance with the Grant Plan as set forth in Appendix A and for no other purpose.
(b) Solid Foundation Association, Inc. shall cooperate in good faith with City in any review, evaluation, or monitoring activities conducted by City and shall fully complete the City's required 6 month and 1 year report request. Such report will contain, at a minimum, the current number of employees, documentation of the use of funds in the form of canceled checks and/or receipts, documentation of Paycheck Protection Program funds and uses, and documentation Solid Foundation Association, Inc. remains a going concern.
(c) Solid Foundation Association, Inc. agrees to utilize the grant payment to reimburse the cost of Qualified Expenditures.
(d) Solid Foundation Association, Inc. shall remain in good standing with the City and State with respect to taxes and fees.
(e) Solid Foundation Association, Inc. shall remain in operation for at least 6 months following the execution of this agreement.
(f) **Performance.** Grantee agrees to perform and comply with all applicable terms, conditions, and provisions set forth in this Agreement, and in all other related instruments and agreements by and between Grantee and the City.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE CITY.

City covenants and agrees with the Grantee that while this Agreement is in effect, City shall comply with the following terms and conditions:

(a) **Program Grant Payments.**
The City shall make a Program Grant Payment to Grantee in the amount of $2,500.
(b) **Performance.** The City agrees to perform and comply with all applicable terms, conditions, and provisions set forth in this Agreement, and in all other related instruments and agreements by and between Grantee and the City.

SECTION 6. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an Event of Default under this Agreement by Grantee:
  (1) **Construction of Qualified Expenditures.** Failure of Grantee to provide copies of the invoices, receipts or other documentation to the City regarding said Qualified Expenditures made to the Property consistent with Section 4 of this Agreement within thirty (30) days after written notice of the default from the City to the Grantee.
  (2) **Insolvency.** Grantee's insolvency, appointment of receiver for any part of Grantee's property, any assignment for the benefit of creditors of Grantee, any type of creditor workout for Grantee, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantee.
  (3) **Other Defaults**. Failure of Grantee to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or in any of the Related Documents, or failure of Grantee to comply with or to perform any other term, obligation, covenant or condition contained in any other

agreement by and between the City and Grantee, and such failure is not cured within ten (10) days after written notice of the default from the City to Grantee.

(b) Each of the following shall constitute an Event of Default under this Agreement by the City:

(1) **Program Grant Payments.** Failure of the City to make the Program Grant Payments consistent with Section 5 of this Agreement within ten (10) days after written notice of the default from Grantee to the City.

(2) **Other Defaults.** Failure of the City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, or failure of the City to comply with or to perform any other term, obligation, covenant, or condition contained in any other agreement by and between the City and Grantee, and such failure is not cured within ten (10) days after written notice of the default from Grantee to the City.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

If an Event of Default occurs, the non-defaulting party shall give written notice to the other party of the specific Event of Default, and the defaulting party shall have thirty (30) days to cure said default (as to defaults reasonably curable within such period) or commences to cure alleged default within said thirty (30) days and diligently pursues the cure to its conclusion (as to defaults not reasonably curable within thirty (30) days). Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the Event of Default. In the event Grantee defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts of financial assistance provided by the City to Grantee pursuant to Section 5 of this Agreement shall become immediately due and payable by Grantee to the City. Defaults by City shall not waive, terminate, or offset repayment obligations of Grantee under Section 4(f) or indemnities under Section 8.

SECTION 8. INDEMNIFICATION.

Grantee shall indemnify, save, and hold harmless the City, its council members, officers, agents, and employees (collectively, the "indemnitees") from and against" (i) any and all claims, demands, actions or causes of action that are asserted against any indemnitee if the claim, demand, action or cause of action is a result of Grantee's tortious interference with contract or business interference, or Grantee's wrongful or negligent use of the City's financial assistance by Grantee or its agents and employees; (ii) any claim, demand, action or cause of action which contests or challenges the legal authority of Grantee to enter into this Agreement; and (iii) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Grantee shall have no obligation under this Section to the City with respect to any of the foregoing arising out of the gross negligence or willful misconduct of any indemnitee or the breach by the City of this Agreement. If any claim, demand, action or cause of action is asserted against any indemnitee, such indemnitee shall promptly notify Grantee, and failure to so promptly notify Grantee shall release Grantee's obligations under this Section if such failure prejudices Grantee's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Grantee in writing, as so long as not Default or Event of Default shall have occurred and be continuing, such indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Grantee to participate in such contest. Any indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Grantee may be liable for payment of indemnity hereunder shall give Grantee written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Grantee's concurrence thereto.

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement, together with the Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Nacogdoches County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Nacogdoches County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the City, which consent will not be unreasonably withheld but which may be conditioned on adequate assurances that the assignee has the resources and expertise necessary to operate the Project for the remainder of the term and honoring the provisions of the Agreement. Assignment shall not release Grantee from any obligation under this Agreement.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents as follows: that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same; and the Agreement is authorized by State law, including but not limited to, Chapter 380 of the Texas Local Government Code, is within the authority of the City, and constitutes a legal and binding obligation of the City. Grantee warrants and represents that the individual executing this Agreement on Grantee's behalf has full authority to execute this Agreement and bind Grantee to the same.

(e) **Caption Heading.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction or other cause outside the control of the party who is to perform, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(h) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered by hand or by express courier such as Federal Express, UPS, DHL, or Lone Star Overnight, or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to Grantee: Solid Foundation Association, Inc.
2220 East Main Street
Nacogdoches, TX 75961
Attn: G.W. Neal
Telephone: 936-569-7707

If to the City: City of Nacogdoches
Attn: City Manager
202 East Pillar Street
Nacogdoches, TX 75961
936-559-2501

With a copy to: City of Nacogdoches
City Attorney

202 East Pillar Street
Nacogdoches, TX 75961
936-559-2503

(i) **Revenue Sharing Agreement.** The City designated this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax information from the State Comptroller, pursuant to Section 321.3022 of the Texas Tax Code, as amended.

(j) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

(k) **Undocumented Workers.** Grantee certifies that Grantee does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Grantee is convicted of a violation under 8 U.S.C. § 1324a(f), Grantee shall repay the amount of any public subsidy provided under this Agreement plus interest, at the rate of two and one-half percent (2.5%), not later than the 120th day after the date the City notifies Grantee of the violation.

(l) **Mutual Assistance.** The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions, including, but not limited to, executing and delivering any additional documents and agreements reasonably necessary to implement this Agreement.

(m) **Attorneys Fees.** In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY
CITY OF NACOGDOCHES, TEXAS
a Texas home-rule municipality

By: _____
Shelley Brophy, Mayor

Date: _____

ATTEST:

_____
Jan Vinson, City Secretary

APPROVED AS TO FORM:

_____
Jefferson Davis, City Attorney

APPROVED AS TO CONTENT:

_____
Larissa Philpot, Economic Development Director

GRANTEE:

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

Exhibit A

PROGRAM DESIGN

GRANT ELIGIBILITY

(a) To be eligible for funding, a business or non-profit must:
   a. Be located within City limits with a physical address.
   b. Be registered to do business in the State of Texas
   c. Have 300 or fewer employees
   d. Be a for profit or registered 501c3 non-profit enterprise
   e. Have been in business prior to January 1, 2020
   f. Have been subject to an executive order, and/or show negative financial impact of at least 20%
   g. Be in good standing with City of Nacogdoches and State of Texas with respect to taxes and fees
   h. Be in compliance with all ordinances of the City of Nacogdoches unless waived by the City or its designee in writing
   i. If not a non-profit, be a local, independent business responsible for all revenues and expenses
   j. Remain operational for at least 6 months following funding

(b) Proof of eligibility
   a. Secretary of State Texas file number
   b. Employer Identification number
   c. DBA
   d. 2019 tax return
   e. Individual taxpayer identification number or certificate of filing

(c) Self-employed eligibility
   a. The grants are available to self-employed individuals. Sole proprietors need to provide a Schedule C tax form in their application documentation. Multi-level marketing businesses are not eligible.

FUNDING

(a) Funding is based on annual gross revenue in 2019
   a. $2,500 for AGR $25,000 to $100,000
   b. $5,000 for AGR up to $250,000
   c. $10,000 for AGR over $250,001

USE OF GRANT FUNDS

(a) Funding must be used to reimburse the cost of business interruption caused by required closures. This can include supplies, working capital, inventory, physical changes to structure to accommodate meet health requirements due to COVID-19 restrictions, rent, lease or mortgage payments for business purposes, or rent, lease, or purchase payment for business property.

REQUIRED DOCUMENTATION

(a) Recipients of the grant will be required to provide documentation to show how the funds are used (canceled checks, receipts for supplies, etc.). This documentation will be requested formally 6 months after funding.

Time Frame for Expenditures

(a) Expenditures must have been or be made between March 1, 2020 and December 30, 2020

Relationship with Paycheck Protection Program Funds

(a) Expenses are ineligible if the entity already received Paycheck Protection Program funds for the same expenditures

Reporting Requirements

(a) Approved applicants must submit a report within 6 months and 1 year of funding to prove
   a. Use of funds
   b. Open status of the entity

PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Consider approval of a two-year contract between the City of Nacogdoches and HillCo Partners for the provision of intergovernmental consulting services for state legislative advocacy in the amount not to exceed $120,000, with the option of renewing for two additional 24-month periods.

SUMMARY/BACKGROUND: The 87th Texas Legislative Session will begin on January 12, 2021. The Nacogdoches City Council recently approved a resolution adopting a legislative agenda which will be the City's priorities when the Texas Legislature convenes.

It is very challenging and time consuming for our local elected officials and City staff to travel and stay in Austin to attend public hearings or visiting with Legislators and their staff during the Legislative Session. And while the Texas Municipal League does a very good of keeping cities updated on bills affective local entities, they do not get involved in advocating for specific interests of a locality.

Because of the specific legislative needs, the lack of expertise of the Legislative process, and time constraints, cities have been using consulting firms that specialize in advocating for their interests. The City in the recent past has been working with HillCo Partners a legislative consulting firm based in Austin, Texas.

Kelly Barnes of HillCo Partners has been very helpful since the start of the COVDID-19 pandemic. Kelly and his firm assisted the City in the implementation of the CARES Act funding that was approved by Congress. Their assistance proved invaluable because the firm was able to make direct connections for our staff to the administrative staff at the Texas Department of Emergency Management (TDEM). TDEM is the state agency that is administering the CARES Act monies for smaller communities. These connections were helpful for our staff to maneuver through the complexities and sometimes lack of clarity on administration of the CARES Act funding.

The contract with HillCo Partners expired on November 30, 2020. In October 2020, the City conducted a Request for Qualifications (RFQ) as part of the City's procurement process to select a firm to assist the City in the upcoming Legislative Session and beyond. Two firms provided responses to the RFQ solicitation which closed at the end of October. Based on the criteria requirements of the RFQ, HillCo Partners was the firm that received the highest score on average from the review panel. The RFQ Summary is attached as an exhibit.

Once HillCo Partners was determined as the most qualified, staff then began the discussion on the price of the contract. HillCo's standard price when representing cities is $5,000 per month for 24 months. The amount of the contract will not exceed $120,000 over a two-year period. If both parties mutually agree, then there is an option of renewing for two additional 24-month periods. HillCo's scope of services received by the City of Nacogdoches is quite extensive and include:

- Assist in the coordination, development, and implementation of the City's legislative agenda and assist the City with development of strategies to effectively enact the legislative agenda.
- Ensure that the City's legislative agenda is generally aligned with the legislative agendas for the Nacogdoches Economic Development Corporation, Nacogdoches County, Nacogdoches ISD, and Stephen F. Austin State University, and other city partners.
- Represent the City in dealings with elected and appointed officials, legislative staff, and interested stakeholders on matters of municipal governance with a particular emphasis home rule authority, unfunded mandates, economic development, taxes and local revenue streams, zoning and regulatory authority, utilities, state-imposed fees, or other legislative priorities as identified by the City.
- Identify and analyze legislation filed for potential municipal impact, with particular emphasis on home rule authority, unfunded mandates, economic development, taxes and local revenue streams, zoning and regulatory authority, utilities, state-imposed fees, or other legislative priorities that have as identified by the City.
- Assess legislation, including filed bills, committee amendments, committee substitutes, conference committee reports, and floor amendments, for potential impact on Nacogdoches' adopted legislative agenda.
- Advise the City of upcoming meetings, hearings, briefings and other formal or informal sessions in a timely manner to allow the City an opportunity to participate in advocacy efforts.
- Periodic reporting as determined by City staff on interim committees, agencies, or proposals that would impact the City.
- Draft legislation, identify and recruit legislative sponsors, trade and not for profit organizational support, coordinate meetings with committee staff and committee chairs, Nacogdoches' legislative delegation, and key legislative leaders in support of City-introduced legislation
- Draft and provide items related to witness testimony including:
    1. speaking points for City officials or staff who testify before House and Senate committees,
    2. written testimony so that City can state its position on the record even when no witness will provide oral testimony
- Identify and create a strategy to secure funding opportunities for City initiatives including, but not limited to, mobility and road infrastructure, economic development, tourism, traffic safety, pandemic/Covid-19 response, water, wastewater, and other utility projects;
- Create and coordinate strategies for the City to defeat legislation that could have a negative impact on the City's ability to carry out its governmental and proprietary functions.
- Identify opportunities and implement strategies to enhance the City's profile with targeted individuals and entities including the arrangement of periodic visits and/or functions with key legislators and staff
- Draft and deliver letters, handouts, and other correspondence including letters of support or opposition to legislators, regulatory bodies, or other parties of the State of Texas.

FINANCIAL:

Item is budgeted:
Amount: $1667.00 monthly Account: 01.75.630.91 *(Gen Fund Non-Dept Lobbyist fees)*
Amount: $1667.00 monthly Account: 30.75.630.91 *(Utility Fund Non-Dept Lobbyist fees)*

Amount: $1666.00 monthly Account: 31.75.630.91 *(Sanitation Fund Non-Dept Lobbyist fees)*
Total $60,000 annually

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

ATTACHMENTS:
1. Legislative Consultant RFQ Score Summary-Final
2. HillCo Partners Contract

City of Nacogdoches Legislative Consultant Services RFQ Score Summary

Criteria	Scoring Weight	Scoring Range	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	
			HillCo	Aegis			
Experience	40%	0-40	35	28.33333333			
Qualifications	30%	0-30	26.66666667	20.66666667			
References	20%	0-20	19.33333333	14			
Location	10%	0-10	8.333333333	7			
Totals:	100%	100	89.33333333	70			

Proposal evaluation factors are as follows:

1. The firm's experience in providing service as described in the scope of work to municipalities.....40 Points

2. Qualifications of staff (i.e., experience and expertise of staff assigned to the project, including work related experience, education, certification, tenure with the firm, and strategy).....30 Points

3. References and recommendations from past clients.....20 Points

4. Geographic location in relationship to the City of Nacogdoches.....10 Points

PROFESSIONAL SERVICES
CONSULTANT CONTRACT

This Contract is by and between the **City of Nacogdoches**, a Texas Municipal Home-Rule Corporation (the "City") and HillCo Partners, a Texas Corporation (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I

1.01 This Contract is for (the "Project"). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Contractor agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Contractor a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed One hundred twenty thousand dollars and zero cents ($120,000).

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City's Project Manager.

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

b. When the original contract amount plus all change orders is greater than $50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed $50,000, and provided the sum of all change orders does

not exceed 25% of the original contract amount. For such contracts, when a change order exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work; and

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

1.06 Except as provided in Article VI hereinbelow, the Contractor shall complete all of the work described in Exhibit "A" by the dates set forth below.

December 31, 2022

1.07 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

1.08 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

1.09 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE II

2.01 The City shall direct Contractor to commence work on the Project by sending Contractor a "letter of authorization" to begin work on the Project.

2.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

3.01 As an experienced and qualified professional, Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes,

data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

4.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

4.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 4.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

4.03 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE V

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

ARTICLE VI

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

6.02 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City or because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid. The foregoing shall in no way limit the City's remedies otherwise available at law or at equity.

ARTICLE VII

7.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.

7.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City: City of Nacogdoches
Attn:
P.O. Box 635030
Nacogdoches, Texas 75963

Contractor: HillCo Partners
Attn: Kelly Barnes
823 Congress Ave, Suite 900
Austin, TX 78701

7.03 Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

7.04 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

7.05 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.06 This Contract and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City.

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

7.08 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7.09 This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

7.10 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

7.11 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

[HillCo Partners]

By:_____
Printed Name: Kelly Barnes
Title: Legislative Consultant
Date:_____

[HillCo Partners]

By:_____
Printed Name: Buddy Jones
Title: Partner
Date:_____

CITY OF NACOGDOCHES

By:_____
City Manager

Date:_____

APPROVED:

By:_____
City Attorney
Date:_____

Exhibit A
Scope of Services

HillCo Partners will provide intergovernmental consulting services for state legislative advocacy specifically as follows:

1. Assist in the coordination, development, and implementation of the City's legislative agenda for the State of Texas, and assist the City with development of strategies to effectively enact the legislative agenda;

   HillCo Partners will engage with appropriate city staff immediately to recommend and develop a legislative agenda that sets Nacogdoches apart from other cities and has attainable goals. HillCo Partners will begin policy advocacy with key stakeholders and elected officials in preparation of the 87th Regular Session of the Texas Legislature; Introduce Nacogdoches' legislative agenda to certain House Members, Senators, and statewide office holders who are expected to have an impact on the city's goals for legislative outcomes.

2. Assist in the review and coordination of the City's legislative agenda for the State of Texas to ensure it is generally aligned with the legislative agendas for the Nacogdoches Economic Development Corporation, Nacogdoches County, Nacogdoches ISD, and Stephen F. Austin State University, and other city partners;

   HillCo Partners will coordinate with NEDCO, Nacogdoches County, Nacogdoches ISD, SFASU and other partners identified by the city to supplement the Nacogdoches legislative agenda. HillCo Partners has already established relationships with all of these entities based upon previous work that will make this collaboration productive.

3. Represent the City in dealings with elected and appointed officials, legislative staff, and interested stakeholders at the state on matters identified by the City or Consultant that relate to various aspects of municipal governance with a particular emphasis home rule authority, unfunded mandates, economic development, taxes and local revenue streams, zoning and regulatory authority, utilities, state-imposed fees, or other legislative priorities as identified by the City;

   HillCo Partners will advocate on behalf of Nacogdoches with members of the relevant committees that deal with the identified subjects which include in the House: the Ways and Committee (Chair Dustin Burrows), the Economic Development Committee (Chair Anchia), the Appropriations Committee (Chair Capriglione). In the Senate the relevant committees would be: the Property Tax committee (Chair Bettencourt), the Finance committee (Chair Nelson), and the Business and committee (Chair Hancock).

4. Identify and analyze legislation filed for potential municipal impact, with particular emphasis on home rule authority, unfunded mandates, economic development, taxes and local revenue streams, zoning and regulatory authority, utilities, state-imposed fees, or other legislative priorities that have as identified by the City;

   HillCo Partners using its research and communications team will perform around the clock searches on legislation that would impact any of the subjections mentioned above. Any identified legislation that would impact the city of Nacogdoches will be sent to the appropriate city staff member to determine appropriate course of action.

5. Assess legislation, including filed bills, committee amendments, committee substitutes, conference committee reports, and floor amendments, for potential impact on Nacogdoches' adopted legislative agenda;

   HillCo Partners will update the appropriate city staff member on any legislation that would impact Nacogdoches' adopted legislative agenda. Once the legislation is assessed HillCo Partners will brief the appropriate city staff to determine the next course of action.

6. Monitor, by attendance at meetings and otherwise, state legislative and regulatory bodies considering legislation and/or rulemaking which could impact the City's government affairs objectives and interests;

   HillCo Partners will monitor all relevant legislative and regulatory bodies to inform the city of latest developments and determine proper course of action to enhance the government affairs objectives.

7. Advise the City of upcoming meetings, hearings, briefings and other formal or informal sessions in a timely manner to allow the City an opportunity to participate in advocacy efforts;

   HillCo Partners will update appropriate city staff of upcoming legislative and regulatory meetings so the city can actively participate in the process. HillCo's research team maintains a robust tracking system for such meetings.

8. Recognizing that time is of the essence in legislative and administrative proceedings, respond to the City's inquiries and requests in a timely manner;

HillCo Partners will be available 24/7 throughout the entirety of this contract. Email, phone calls, and text messages will be responded to as quickly as possible.

9. Deliver, at a minimum, the following reports including analysis of the legislation or directive:
   a. Timely notification on any legislation or agency directive that would impact the City to allow staff an opportunity to participate in advocacy.
   b. Weekly updates during the legislative session on City-initiated legislation or items that would have an impact to the City.
   c. Periodic reporting as determined by City staff on interim committees, agencies, or proposals that would impact the City.

   HillCo Partners will inform Nacogdoches immediately when legislation is filed or announced that would impact the city so staff has opportunity to participate in advocacy. HillCo Partners will provide weekly updates during the legislative session by email of any legislation that would impact the city. When timing is of the essence this will be done via phone call.

   HillCo Partners research and communications team will provide up to date hearing schedules on a weekly basis.

10. Draft legislation, identify and recruit legislative sponsors, trade and not for profit organizational support, coordinate meetings with committee staff and committee chairs, Nacogdoches' legislative delegation, and key legislative leaders in support of City-introduced legislation;

    HillCo Partners will draft legislation and identify legislative sponsors to support City-introduced legislation. Timing is of the essence so placing the legislation in the Nacogdoches legislative agenda would enhance success.

11. Draft and provide items related to witness testimony including:
    a. speaking points for City officials or staff who testify before House and Senate committees,
    b. written testimony so that City can state its position on the record even when no witness will provide oral testimony;

    HillCo Partners will provide written testimony, talking points, data, and other relevant information so the city can be on the record when unable to travel to provide valuable testimony.

12. Identify and create a strategy to secure funding opportunities for City programs and initiatives including, but not limited to, mobility and road infrastructure, economic development, tourism, traffic safety, pandemic/Covid-19 response, water, wastewater, and other utility projects;

    HillCo Partners will research various funding streams at the state level using its vast network. Once funding streams are identified, HillCo Partners will engage with relevant agencies such as Texas Department of Transportation (TXDOT), Governor's Office of Economic Development and Tourism (EDT), Department of Public Safety (DPS), Texas Water Development Board (TWDB), and the General Land Office (GLO).

    The Central Heights water issue is one where funding stream have been identified at both the TWDB and GLO via HillCo Partners current contract.

13. Create and coordinate strategies for the City to defeat legislation or other initiatives that arise throughout the term of the contract that could have a negative impact on the City's ability to carry out its governmental and proprietary functions;

    HillCo Partners will identify potential harmful legislation or initiatives and work with key stakeholders depending on the issue to relay concerns from the city and negate the impact.

14. Identify opportunities and implement strategies to enhance the City's profile with targeted individuals and entities including the arrangement of periodic visits and/or functions with key legislators and staff;

    HillCo Partners will arrange meetings with key stakeholders from not only the East Texas region, but statewide offices including the Governor's office, Lt. Governor's office, and the Speaker of the House.

15. Use best efforts to provide information to and educate decision makers with regard to the City's interests and government affairs objectives;

    HillCo Partners will inform decision makers of Nacogdoches' legislative agenda before and during the legislative session. Contact communication with the decision makers will produce the best outcomes.

16. Draft and deliver letters, handouts, and other correspondence including letters of support or opposition to legislators, regulatory bodies, or other parties of the State of Texas, informational handouts and position papers for distribution to elected officials and staff regarding legislation on which City takes an official position, or other arguments and statements of position;

    HillCo Partners will produce via its communications and research team relevant correspondence to stakeholders regarding the city of Nacogdoches' position related to a particular issue. The lobby team will deliver and the correspondence personally.

17. Draft, as needed, presentation materials related to the City's work and significant statewide bills during the state legislative session;

    HillCo Partners will provide power point presentations, talking points, and legislative summaries of impactful legislation during the legislative session and brief appropriate city staff when requested.

18. Develop materials and present information to City Council as requested by City staff.

    HillCo Partners will be available when requested to present to City Council regarding legislative updates or other identified topics.

19. Host regular update meetings on at least a monthly basis for City staff to provide updates and, as applicable, receive and respond to any requests.

    HillCo Partners will host a regular monthly meeting to provide an update to city staff on government relations as well as using it as a forum for relevant questions and ideas.

20. Prepare the following reports:
    a. At a minimum on an annual basis, a report delivered to the City council (in person, virtually, or by correspondence) on the state of the City's legislative priorities, successes over the previous year, and opportunities for action over the next year.
    b. On a monthly basis, a briefing on actions taken on the City's behalf over the prior month near-term legislative or regulatory opportunities, and actions planned or recommended to be discussed with the City for the next month.

    HillCo Partners will provide an annual update delivered to the City Council and a monthly update to city staff regarding actions taken on behalf of Nacogdoches. These updates will also include future plans.

Exhibit B
Payment Terms

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase will be $2,500.00

January 15, 2021
January 31, 2021
February 15, 2021
February 28, 2021
March 15, 2021
March 31, 2021
April 15, 2021
April 30, 2021
May 15, 2021
May 31, 2021
June 15, 2021
June 30, 2021
July 15, 2021
July 31, 2021
August 15, 2021
August 31, 2021
September 15, 2021
September 30, 2021
October 15, 2021
October 31, 2021
November 15, 2021
November 30, 2021
December 15, 2021
December 31, 2021
January 15, 2022
January 31, 2022
February 15, 2022
February 28, 2022
March 15, 2022
March 31, 2022
April 15, 2022
April 30, 2022
May 15, 2022
May 31, 2022

June 15, 2022
June 30, 2022
July 15, 2022
July 31, 2022
August 15, 2022
August 31, 2022
September 15, 2022
September 30, 2022
October 15, 2022
October 31, 2022
November 15, 2022
November 30, 2022
December 15, 2022
December 31, 2022

Exhibit C
Insurance Requirements

I. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

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

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage.

All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. The Contractor shall include all subcontractors as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all requirements stated herein.

IV. **General Requirements Applicable to All Policies**.

A. Only insurance carriers licensed and admitted to do business in the State of Texas shall be accepted.

B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis for property damage only.

C. "Claims made" policies are not accepted, except for Professional Liability insurance.

D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Nacogdoches by certified mail, return receipt requested.

E. Upon request, certified copies of all insurance policies shall be furnished to the City.

F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

V. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier with an "A: VIII" or better rating in accordance with the current Best Key Rating Guide.

B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.

C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.

D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

E. The coverage shall include but not be limited to premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.

F. The City shall be named as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.

B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not

have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. The workers compensation insurance shall include the following terms:
   1. Employer's Liability limits of $1,000,000 for each accident is required.
   2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
   3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

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

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

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

B. Minimum of $1,000,000 per claim and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City of Nacogdoches when requested.

C. Policy must include availability of a two-year extended reporting period.

D. Retroactive date must be shown on certificate.

Exhibit D
Insurance Certificate

State Farm Fire and Casualty Company
A Stock Company With Home Offices In Bloomington, Illinois

Po Box 853925
Richardson, TX 75085-3925

Named Insured

AT2
000169 3317
HILLCO PARTNERS LLC
823 CONGRESS AVE STE 900
AUSTIN TX 78701-2458

9L-25-2598-FB18 F M

ST-1
0103-1001

Entity: Limited Liability Company

RENEWAL DECLARATIONS

Policy Number 90-EC-C468-5

Policy Period	Effective Date	Expiration Date
12 Months	DEC 8 2020	DEC 8 2021

The policy period begins and ends at 12:01 am standard time at your mailing address as shown.

COMMERCIAL LIABILITY UMBRELLA POLICY

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically upon payment of the renewal premium when due subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you written notice in compliance with the policy provisions or as required by law.

Coverage(s)	Limits of Insurance
Coverage L - Business Liability (Each Occurrence)	$ 2,000,000
Coverage L - Business Liability (Annual Aggregate)	$ 2,000,000
Self-Insured Retention	$ 10,000

Required Underlying Insurance Schedule

Coverage		Minimum Underlying Limits
Business Liability	Bodily Injury (Per Occurrence)	$ 500,000
	Bodily Injury (Annual Aggregate)	$ 1,000,000
	Property Damage (Per Occurrence and Annual Aggregate)	$ 100,000
	--or--	
	Bodily Injury and Property Damage (Per Occurrence)	$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	$ 1,000,000
Employers Non-Owned Auto Liability	Bodily Injury and Property Damage (Each Occurrence)	$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	$ 1,000,000
	--or--	
	Bodily Injury (Each Person/Each Accident)	$ 500,000 / $ 500,000
	Property Damage (Each Accident)	$ 100,000
	--or--	
	Bodily Injury and Property Damage (Each Accident)	$ 500,000

Forms & Endorsements		Policy Premium	$ 707.00
Commercial Umb Coverage Form	CU-2100		
*Terrorism Insurance Cov Notice	FE-6999.2		
Amendatory Endorsement	CU-2243.1		
Exclusion - Lead Poisoning	CU-2339		
Policy Endorsement	CU-2474.1		
Excl Riot Civil Comm Mob Actn	CU-2343		

* New Form Attached

Other limits and exclusions may apply - refer to your policy

Continued on Reverse

CU-2000 Prepared SEP 28 2020

0460 299 I
E C

ASPEN KRALICH
(512) 328-2340

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565-930.2 (ed12941e) 11-20-2008

Continued from Front

Required Underlying Insurance Schedule

Coverage		Minimum Underlying Limits
Hired Auto Liability	Bodily Injury and Property Damage (Each Occurrence)	$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	$ 1,000,000
	--or--	
	Bodily Injury (Each Person/Each Accident)	$ 500,000 / $ 500,000
	Property Damage (Each Accident)	$ 100,000
	--or--	
	Bodily Injury and Property Damage (Each Accident)	$ 500,000

Your policy consists of these Declarations, the Commercial Liability Umbrella Coverage Form, and any other forms and endorsements that apply.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Yousell
Secretary

Michael T. Tipsord
President

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, this disclosure is part of your policy.

FE-6999.2 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A $100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

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553-3653 TX.3

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the State Farm® toll-free telephone number for information or to make a complaint at:

800-STATEFARM (1-800-782-8332)

ST-1 0302-1001

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

To obtain price and policy form comparisons and other information relating to residential property insurance and personal automobile insurance, you may visit the Texas Department of Insurance/ Office of Public Insurance Counsel website:

www.helpinsure.com

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de State Farm® para obtener información o para presentar una queja al:

800-STATEFARM (800-782-8332)

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

Para obtener formas para la comparación de precios y pólizas y para obtener otra información sobre el seguro de propiedad residencial y de seguro de automóvil personal, visite el sitio web del Departamento de Seguros de Texas/Oficina del Asesor Público de Seguros:

www.helpinsure.com

DISPUTAS SOBRA PRIMAS DE O RECLAMACIONES:
Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:
Este aviso es solamente para propósito de informativos y no se convierte en parte o en condición del documento adjunto.

553-3653 TX.3 (C)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/23/2020

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

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

PRODUCER
Commercial Lines - 305-443-4886
USI Insurance Services LLC
2601 South Bayshore Drive, Suite 1600
Coconut Grove, FL 33133

CONTACT NAME: Risk Management Department
PHONE (A/C, No, Ext): (866)443-8489 FAX (A/C, No): (800)889-0021
E-MAIL ADDRESS: Work.Comp@Trinet.com

INSURED
TriNet HR III-A, Inc.
F/W/L Hillco Partners LLC
9000 Town Center Parkway
Bradenton, FL 34202

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Indemnity Insurance Company of North America	43575
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 15231424 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE ___ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY ___ PRO-JECT ___ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ___ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WLR_C67601749	07/01/2020	07/01/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 2,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

Workers' Compensation coverage is limited to worksite employees of Hillco Partners LLC through a co-employment agreement with TriNet HR III-A, Inc.

CERTIFICATE HOLDER

City of Nacogdoches
202 E. Pilar Street
Nacogdoches, TX 75961

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

PRESENTER: Alaina Chafin, City Planner

ITEM/SUBJECT:

PUBLIC HEARING Consider a request for approval of a Development Plan for a Senior Center in a PD, Planned Development District for Lots 1 & 2, Block 5, City Block 50, of the Austin Hills Subdivision, located at 1601 W. Austin Street. This request has been submitted by Curtis Architecture-Army Curtis. Case File PD2020-03.

SUMMARY/BACKGROUND: The Austin Hills Subdivision is zoned PD, Planned Development for a single family neighborhood, with the vacant church on Opal Drive currently planned for a future senior center. The original PD approval called for a church on Lot 1 and a future nursing home or assisted living center on Lot 2. Lot 1 was developed and a currently vacant church is located on the property. Lot 2 was never developed.

The PD Concept Plan was amended in January 2020 to allow for the conversion of the church into a senior citizen center and the land in Lots 1 and 2 to be used for purposes consistent with serving meals and providing services to senior citizens. The proposal provides for a 50-foot building setback and landscape buffer on the eastern property line shared with residential lots. This Development Plan approval is the last step before the final Site Plan may be considered by the Planning and Zoning Commission.

Existing Land Use and Zoning

The subject property is currently zoned PD, Planned Development. Lot 1 is currently a vacant church building and Lot 2 is currently undeveloped. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North (Across W. Austin St.)	Single Family Residential	PD, Planned Development	Residential
South	Rural Development	A, Agriculture	Vacant
East	Single Family Residential	PD, Planned Development	Residential
West	Single Family Residential	A, Agriculture	Vacant

Future Land Use

Per the 2003 Nacogdoches Comprehensive Plan, the Future Land Use designates the property as Single Family Residential which is defined as: *"Single-Family Residential: Conventional one-family detached dwellings (also includes duplexes)".*

The comprehensive plan also details that: *"Schools, parks and community facilities should be located close to or within residential neighborhoods" and "Residential developments should include adequate area for parks and recreation facilities, schools and churches."*

REVIEW CRITERIA

Per Section 118.392 of the Nacogdoches Code of Ordinances, Based upon the concept plan or development plan, the following conditions shall be considered when reviewing a development plan:

1. The plan of development is generally consistent with the future land use policies and map in the adopted comprehensive plan.
2. Proposed uses and the configuration of uses are compatible with existing and planned adjoining uses.
3. The general arrangement of streets conforms to the adopted thoroughfare plan.
4. Proposed uses and development densities and intensities are consistent with the purposes and standards of the planned development district regulations.
5. The proposed plan for development furthers the public health, safety and general welfare of the community.

Staff Findings & Recommendation

The request meets the review criteria outlined above, and the proposed Development Plan is consistent with the Concept Plan approved by City Council earlier this year. Based on the above findings, Staff recommends approval of the request.

P&Z Recommendation: This item is scheduled to be heard by the Planning & Zoning Commission on December 14th, 2020.

Notices

Staff sent 15 notices to property owners within the 200 foot notification area. Since the time of this report Staff has received no contacts regarding the request.

FINANCIAL:

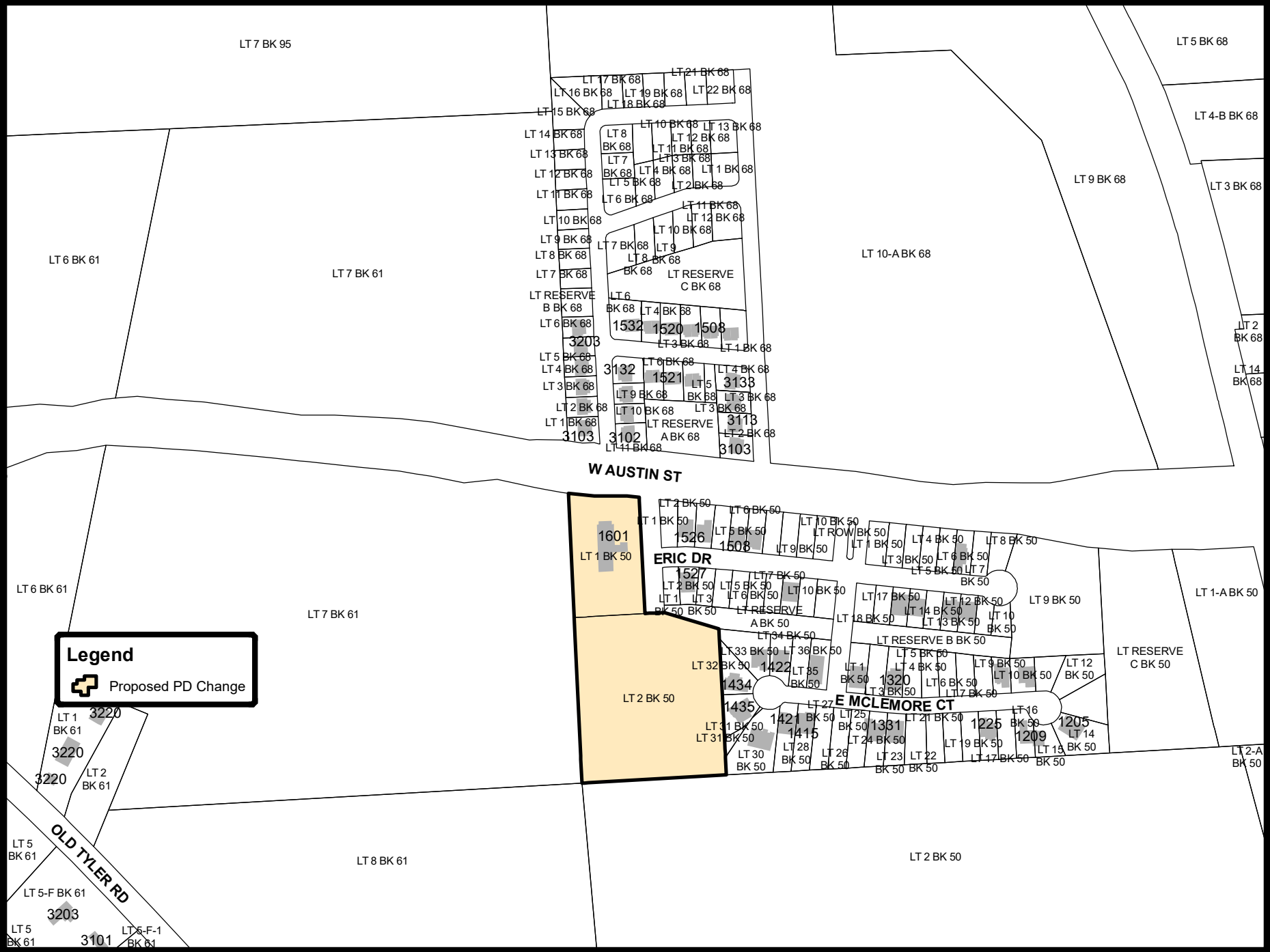
No financial impact associated with this item

CITY CONTACT: Alaina Chafin, City Planner
chafina@nactx.us
936-559-2572

ATTACHMENTS:

1. Maps & PD Development Plan Exhibit
2. Ordinance
3. Ordinance Exhibits
4. Presentation

PD 2020-03


LT 7 BK 95
LT 5 BK 68
LT 4-B BK 68
LT 9 BK 68
LT 3 BK 68
LT 6 BK 61
LT 7 BK 61
LT 10-A BK 68
LT 2 BK 68
LT 14 BK 68
W AUSTIN ST
ERIC DR
E MCLEMORE CT
OLD TYLER RD
LT 1-A BK 50
LT RESERVE C BK 50
LT 8 BK 61
LT 2 BK 50
LT 5-F BK 61
LT 5-F-1 BK 61
LT 1 BK 61
LT 2 BK 61
LT 5 BK 61
LT 2-A BK 50
Legend
Proposed PD Change
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.
0 100 200 400 Feet
Date Created: December 4, 2020 Software: ArcGIS 10.7.1

PD 2020-03

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.

0 100 200 400 Feet

Date Created: December 4, 2020 Software: ArcGIS 10.7.1

Nacogdoches Engineering Department GIS Division

PD 2020-03

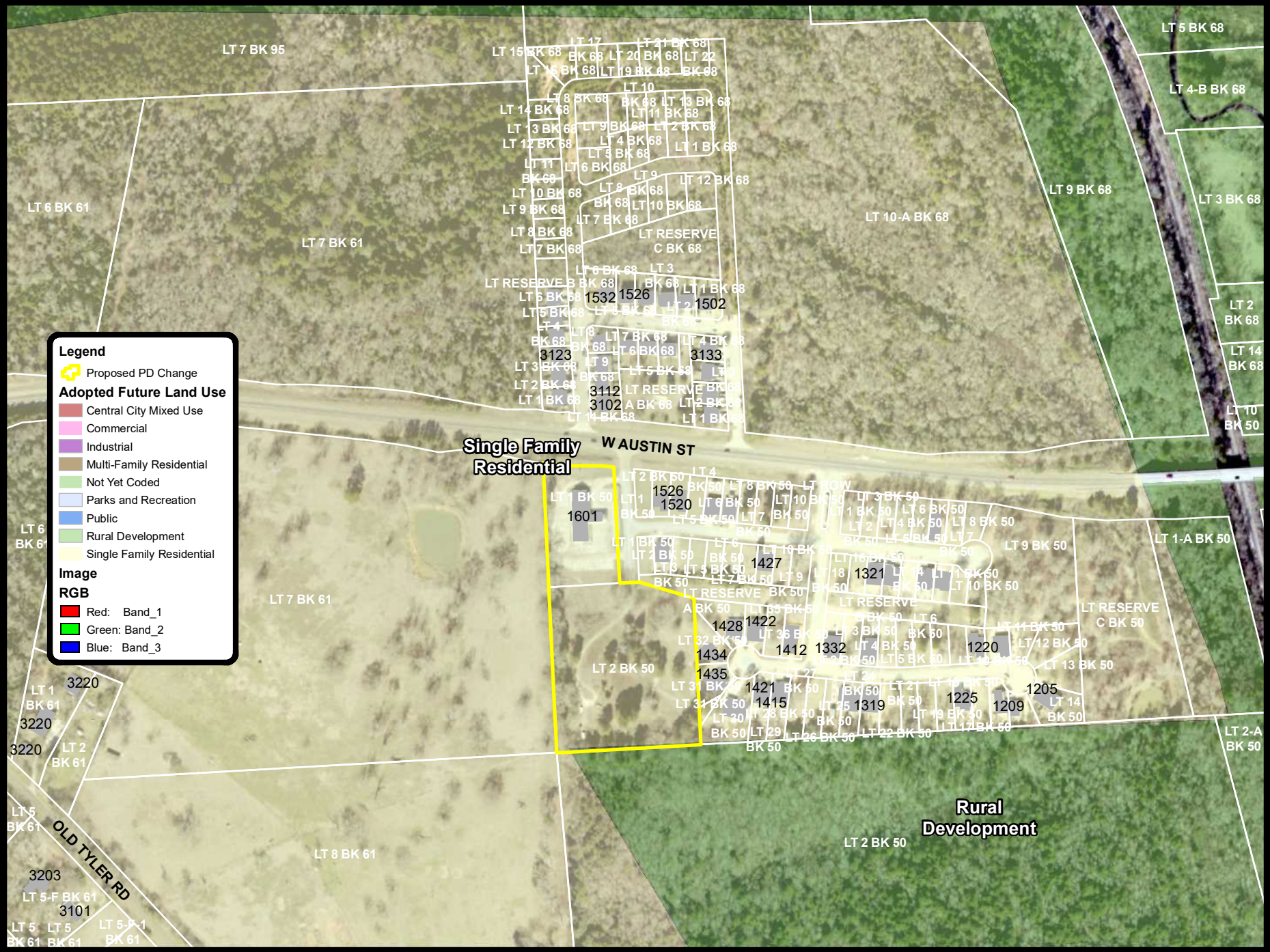
Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

0 115 230 460 Feet

Date Created: December 4, 2020 Software: ArcGIS 10.7.1

Nacogdoches Engineering Department GIS Division

PD 2020-03

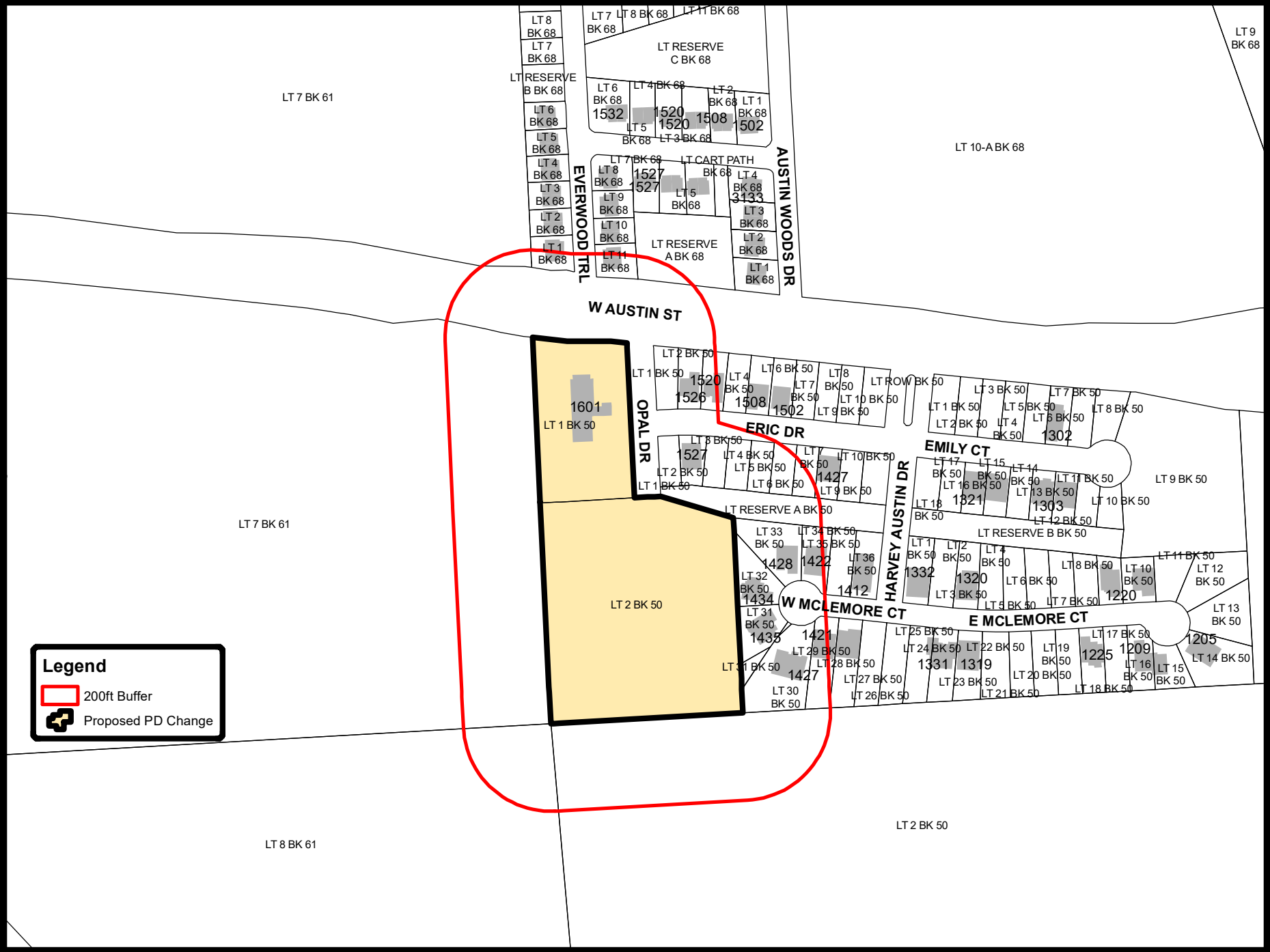


Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Date Created: December 4, 2020 Software: ArcGIS 10.7.1

Nacogdoches Engineering Department GIS Division

PD 2020-03



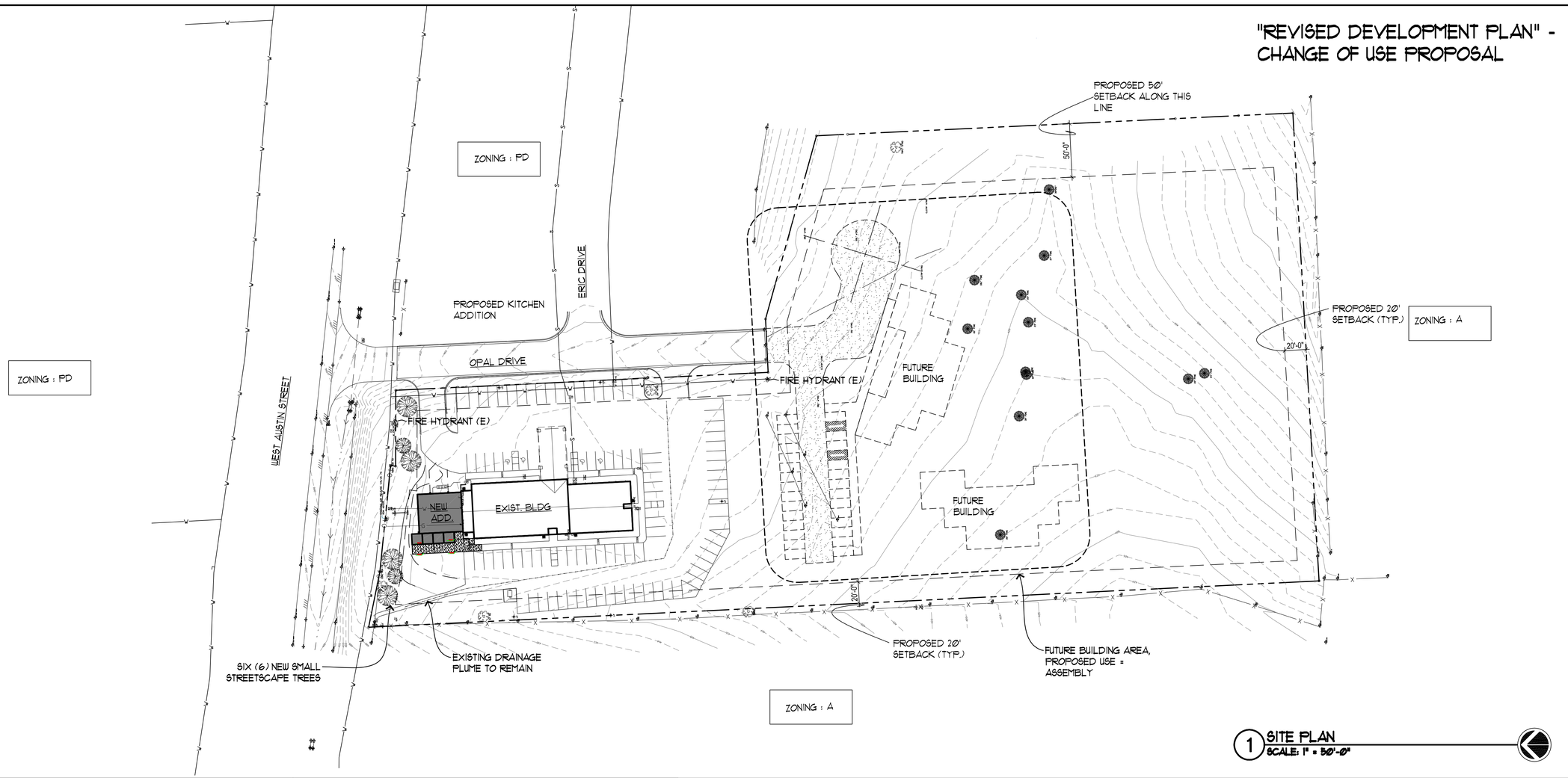
Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

0 75 150 300 Feet

Date Created: December 4, 2020 Software: ArcGIS 10.7.1

Nacogdoches Engineering Department GIS Division

"REVISED DEVELOPMENT PLAN" - CHANGE OF USE PROPOSAL



1 SITE PLAN
SCALE: 1" = 30'-0"

CODE INFORMATION

IBC 2015 CODE

EXISITNG BUILDING:	7,580 SF - ASSEMBLY (SOCIAL) USE -A-3 OCCUPANCY
PROPOSED ADDITION:	1,507 SF - COMMERCIAL KITCHEN ACCESSORY TO A-3
TOTAL	= 9,087 SF
TYPE OF CONSTRUCTION:	TYPE V-B (NON-SPRINKLED)
ALLOWABLE AREA (A-3):	6,000 SF
ALLOWABLE INCREASE:	FRONTAGE INCREASE =(527' / 527' - 0.25/30'/30' =0.15 = 4,500 SF
TOTAL ALLOWABLE:	=10,500 SF > 9,087 SF - OK

STREET LANDSCAPING

223'-0" OF FRONTAGE = 6 SMALL TREES OR 4 LARGE TREES

PARKING CALCULATION

84 EXISTING SPACES

EXISTING BLDG. = 7,584 SF. = 31 SPACES REQ'D
KITCHEN ADDITION= 1,500 SF. = 15 SPACES REQ'D
46 SPACES REQ'D

SITE INFORMATION:

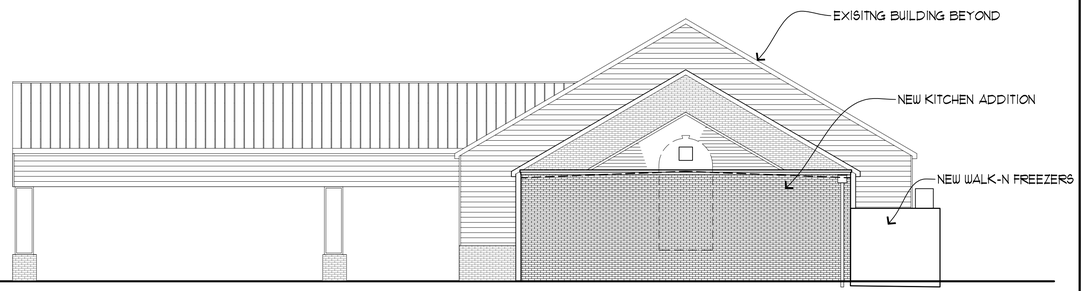
NACOGDOCHES SENIOR CENTER
1601 W. AUSTIN ST.
NACOGDOCHES, TEXAS 75964
LT 1 BK 50 AND LT 2 BK 50, AUSTIN HILLS SD

ZONING: PLANNED DEVELOPMENT

ARCHITECT: CURTIS ARCHITECTURE
412 NORTH ST.
NACOGDOCHES, TX 75961

ENGINEERS: TWO FIFTEEN CONSULTING
412 NORTH ST.
NACOGDOCHES, TX 75961

HOLLAND ENGINEERING
P.O.BOX 2428
LINDALE, TX 75771



2 STREET ELEVATION
SCALE: 1/8" = 1'-0"

REGISTERED ARCHITECT RAYMOND A. CURTIS III 19386 STATE OF TEXAS

CURTIS ARCHITECTURE
412 NORTH STREET
NACOGDOCHES, TEXAS 75961
acurtis@curtisarchitecture.net
(936)559-9223 • (936)569-9465 FAX

RENOVATION & ADDITION
FOR
NACOGDOCHES SENIOR CENTER
NACOGDOCHES, TEXAS

REVISIONS

SHEET TITLE
SITE PLAN

DATE: OCTOBER 19, 2020

SHEET
A-0.1
OF

PROJECT NO. 19-002

Drawing name: X:\Texas Projects\2019\Noc Senior Center 19-005\Senior5910 2020.dwg
Plot Time: Oct 27, 2020 - 4:38pm

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE DEVELOPMENT PLAN OF A PLANNED DEVELOPMENT DISTRICT WITHIN THE CITY OF NACOGDOCHES FOR LOTS 1 AND 2 OF BLOCK 5 OF THE AUSTIN HILLS SUBDIVISION, CONTAINING APPROXIMATELY 1.828 AND 4.96 ACRES RESPECTIVELY GENERALLY LOCATED AT 1601 WEST AUSTIN STREET. CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the original Development Plan depicted in "Exhibit B" for the property included the uses of a Church and future Nursing Home; and

WHEREAS, the property owner has requested a change to the Development Plan to allow for the use of a Senior Center for Lots 1 and 2, Block 5 of the Austin Hills Subdivision as shown in "Exhibit C"; and

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

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

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

SECTION I
Findings.

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

SECTION II
Approval of Development Plan

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

SECTION III
Standards

a) Use of the land in the Planned Development described by this ordinance shall be limited to a Senior Center and accessory uses generally consistent with the Development Plan attached hereto as "Exhibit C."
b) Building setbacks, building heights and parking standards shall be consistent with the B-2, General Business District except as outlined in the Development Plan, including a fifty foot setback and landscape buffer on the eastern property lines shared with residential lots.

SECTION IV
Repeal

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

SECTION V
Effective Date

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

SECTION VI
Severability

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

SECTION VII
Proper Notice and Open Meetings

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

SECTION VIII
Filing

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

PASSED AND APPROVED, this the ____ day of _____, 2020.

CITY OF NACOGDOCHES

By: _____
SHELLEY BROPHY, Mayor

ATTEST:

_____
JAN VINSON, City Secretary

APPROVED AS TO FORM:

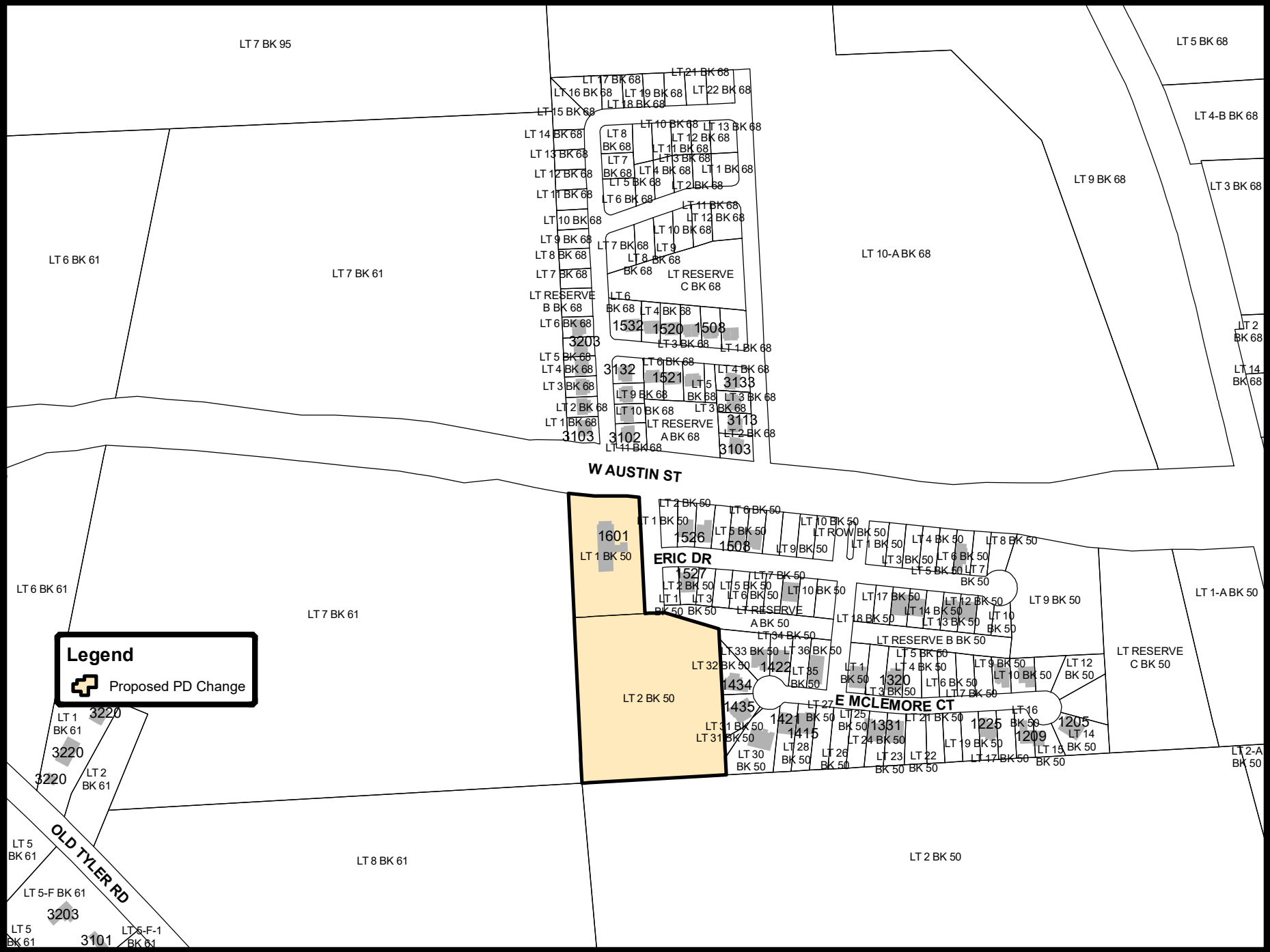
_____
JEFFERSON B. DAVIS, City Attorney

APPROVED AS TO CONTENT:

_____
ALAINA CHAFIN, City Planner

Exhibit "A"

PD 2020-03



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.

Date Created: December 4, 2020 Software: ArcGIS 10.7.1

Exhibit "B"
PD Development Plan

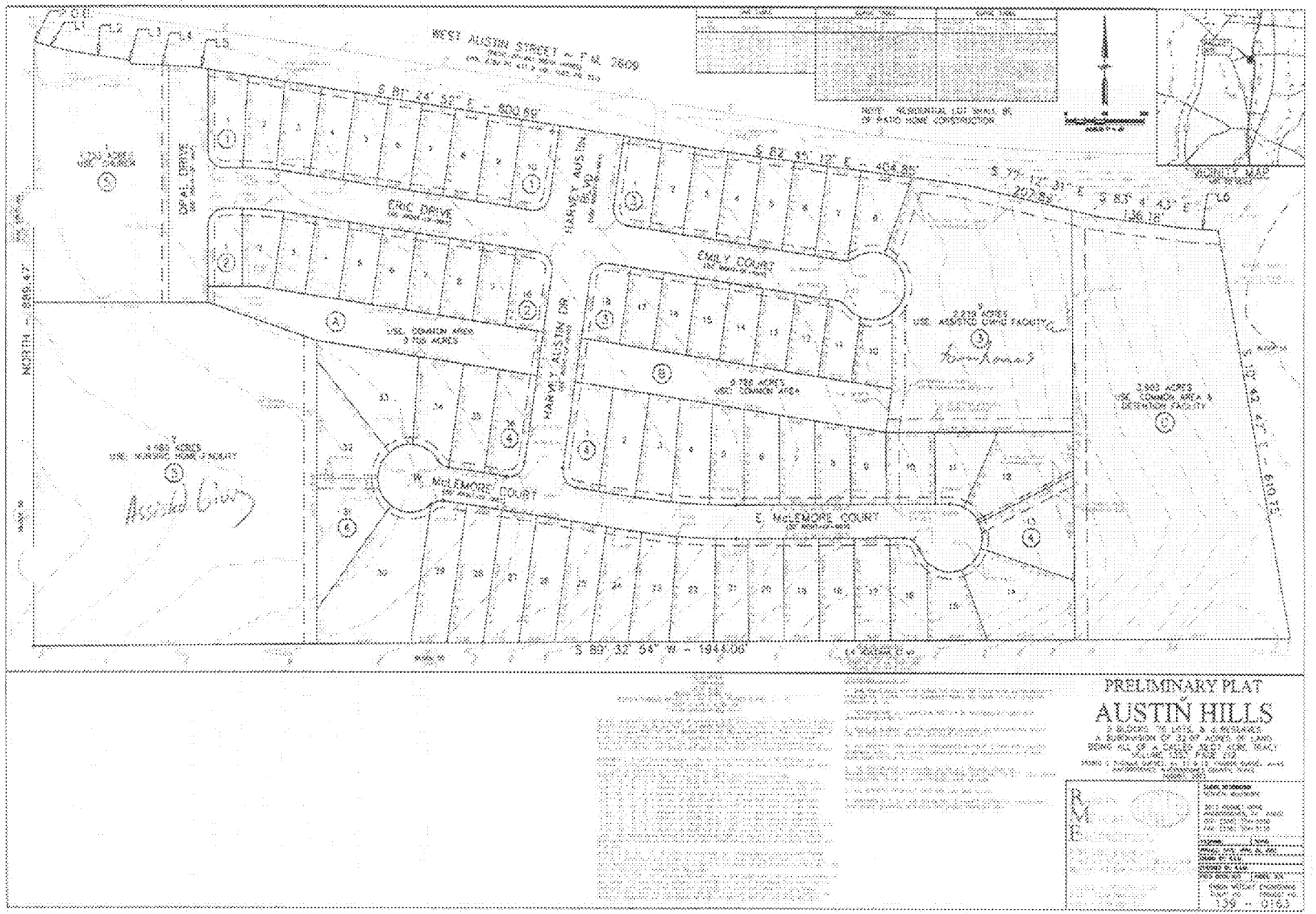
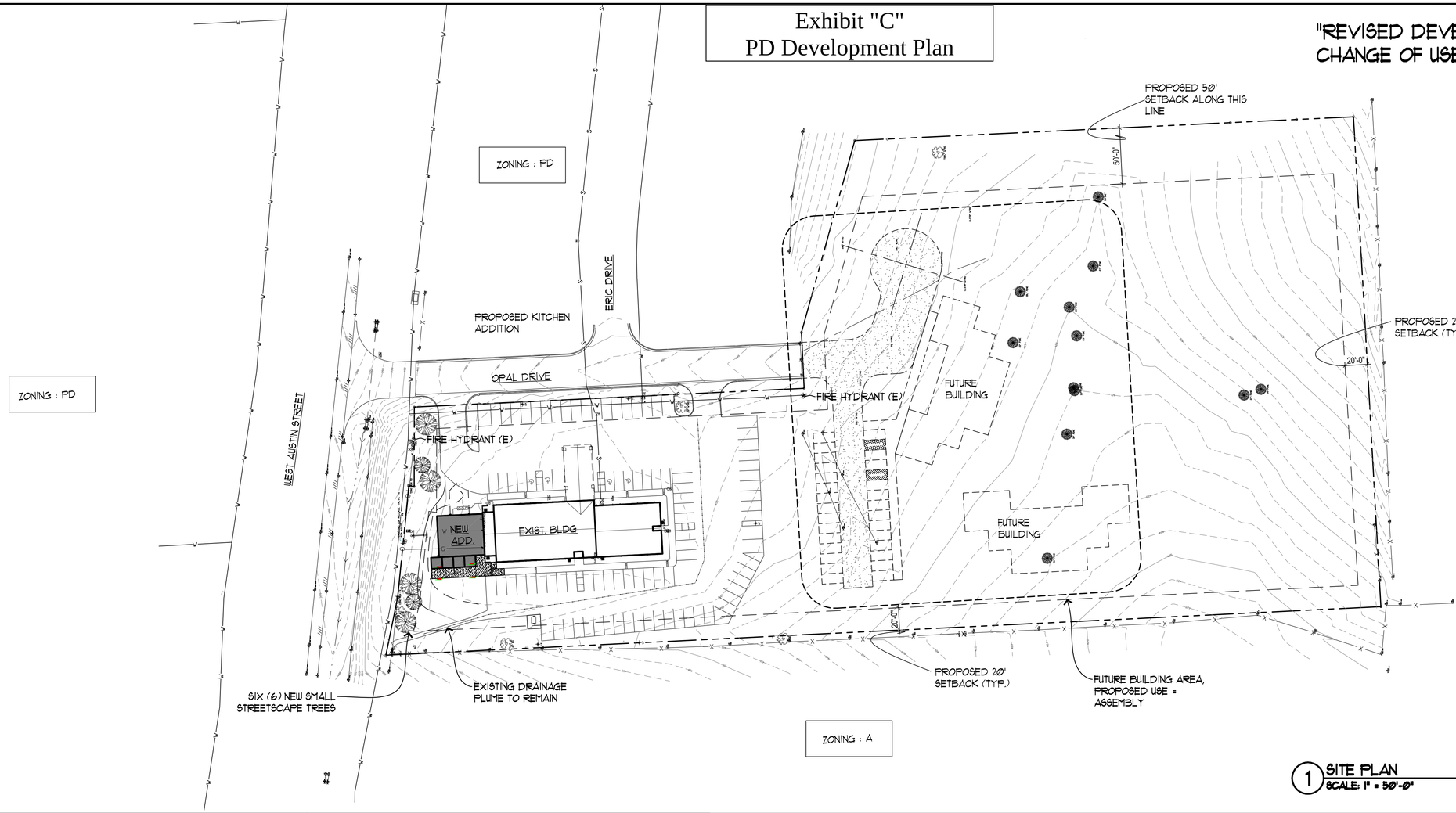


Exhibit "C"
PD Development Plan

"REVISED DEVELOPMENT PLAN" - CHANGE OF USE PROPOSAL



1 SITE PLAN
SCALE: 1" = 30'-0"

CODE INFORMATION

IBC 2015 CODE
EXISITNG BUILDING: 7,580 SF - ASSEMBLY (SOCIAL) USE -A-3 OCCUPANCY
PROPOSED ADDITION: 1,501 SF - COMMERCIAL KITCHEN ACCESSORY TO A-3
TOTAL = 9,081 SF

TYPE OF CONSTRUCTION: TYPE V-B (NON-SPRINKLED)
ALLOWABLE AREA (A-3): 6,000 SF
ALLOWABLE INCREASE: FRONTAGE INCREASE
=(527' / 527' - 0.25/30'/30'
=0.15 = 4,500 SF
TOTAL ALLOWABLE: =10,500 SF > 9,081 SF - OK

STREET LANDSCAPING

223'-0" OF FRONTAGE = 6 SMALL TREES OR 4 LARGE TREES

PARKING CALCULATION

84 EXISTING SPACES

EXISTING BLDG. = 7,584 SF. = 31 SPACES REQ'D
KITCHEN ADDITION= 1,500 SF. = 15 SPACES REQ'D
46 SPACES REQ'D

SITE INFORMATION:

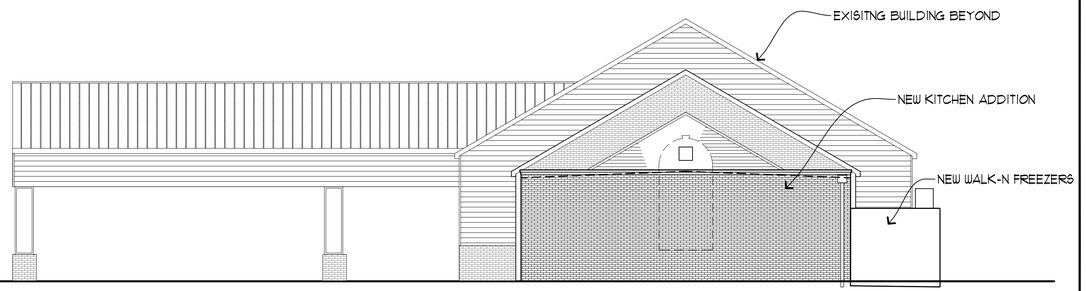
NACOGDOCHES SENIOR CENTER
1601 W. AUSTIN ST.
NACOGDOCHES, TEXAS 75964
LT 1 BK 50 AND LT 2 BK 50, AUSTIN HILLS SD

ZONING: PLANNED DEVELOPMENT

ARCHITECT: CURTIS ARCHITECTURE
412 NORTH ST.
NACOGDOCHES, TX 75961

ENGINEERS: TWO FIFTEEN CONSULTING
412 NORTH ST.
NACOGDOCHES, TX 75961

HOLLAND ENGINEERING
P.O.BOX 2428
LINDALE, TX 75771



2 STREET ELEVATION
SCALE: 1/8" = 1'-0"

REGISTERED ARCHITECT RAYMOND A. CURTIS III 19386 STATE OF TEXAS

CURTIS ARCHITECTURE
412 NORTH STREET
NACOGDOCHES, TEXAS 75961
acurtis@curtisarchitecture.net
(936)559-9223 • (936)569-9465 FAX

RENOVATION & ADDITION
FOR
NACOGDOCHES SENIOR CENTER
NACOGDOCHES, TEXAS

REVISIONS

SHEET TITLE
SITE PLAN

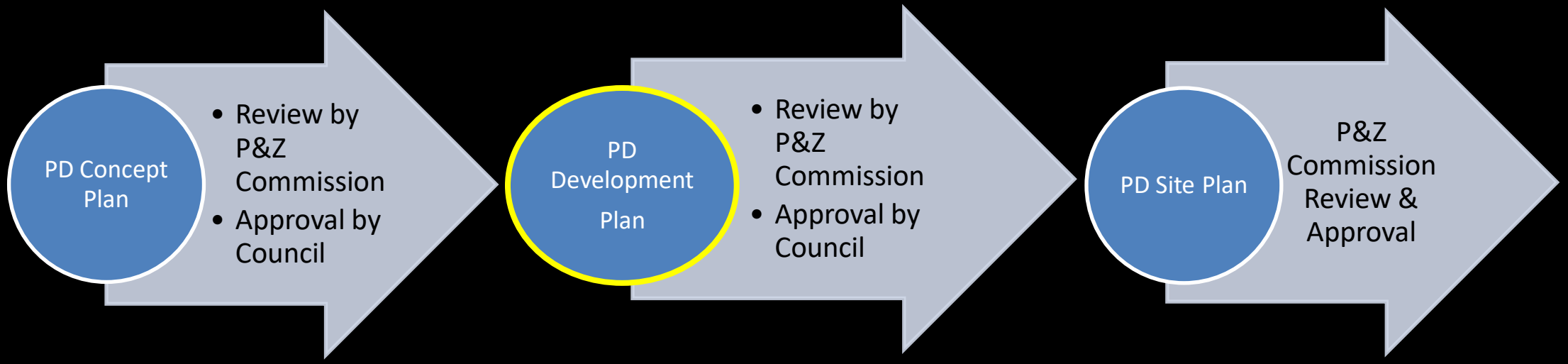
DATE: OCTOBER 19, 2020

SHEET
A-0.1
OF

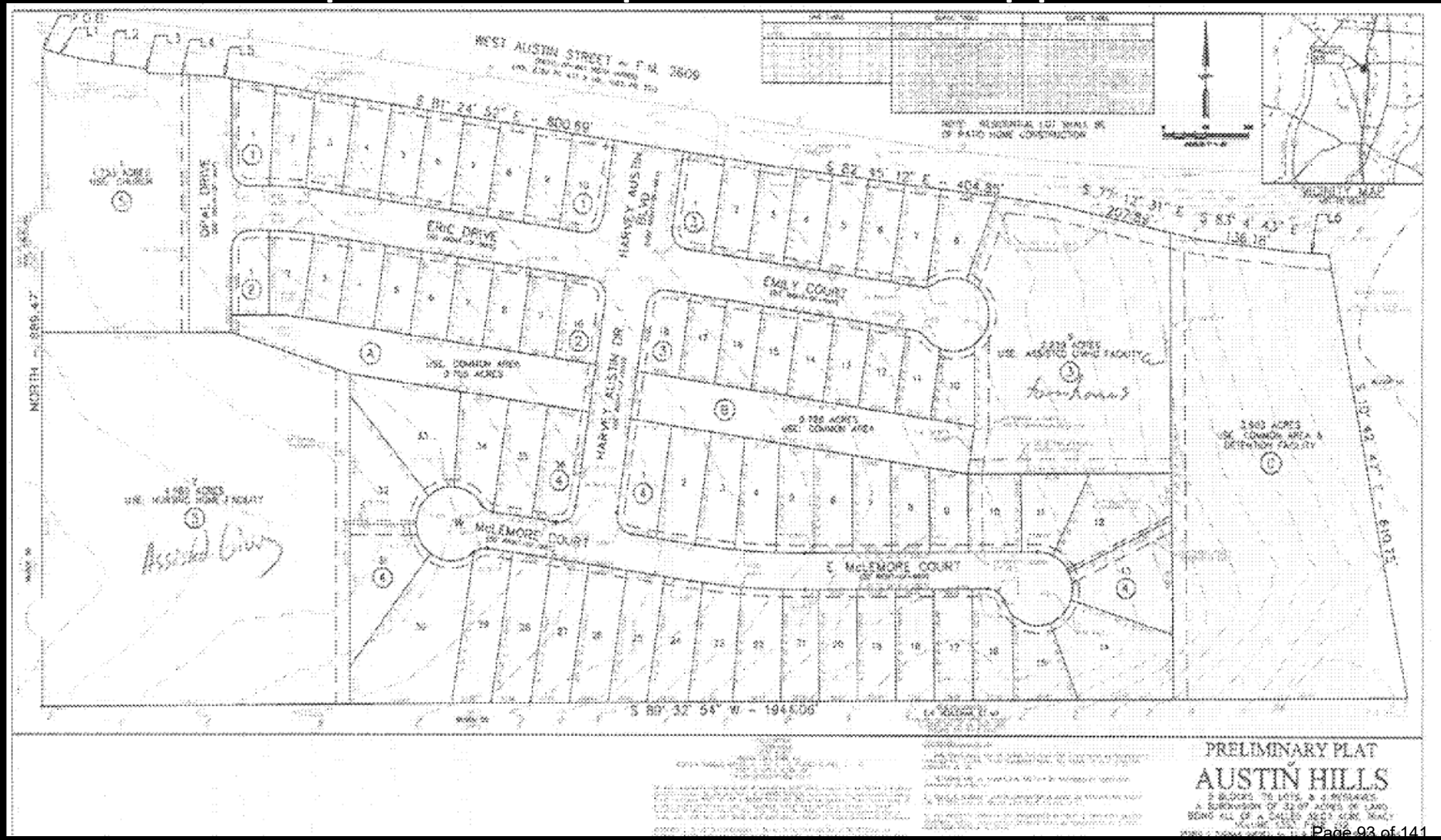
PROJECT NO. 19-002

Drawing name: X:\Texas Projects\2019\Noc Senior Center 19-005\Senior5910.2020.dwg
Plot Time: Oct 27, 2020 - 4:38pm

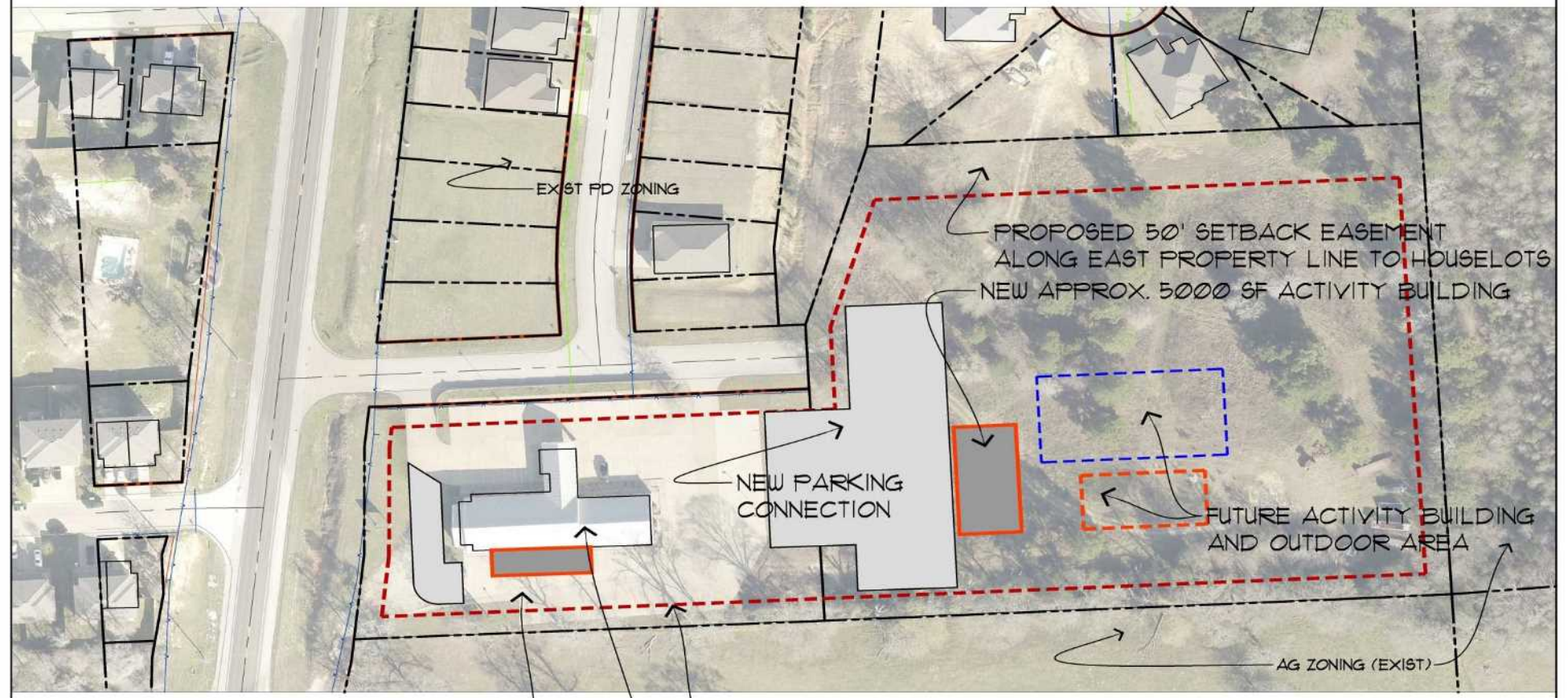
Planned Development Process



PD Concept & Development Plan – Approved 2004



Senior Center Concept Plan– Approved 2020



PROPOSAL TO AMEND EXISTING PLANNED DEVELOPMENT USE -
1601 W. AUSTIN
LT 1 BK 50 AND LT 2 BK 50, AUSTIN HILLS SD

PROPOSED CHANGE OF USE FROM CHURCH AND ASSISTED LIVING CENTER
TO
SENIOR CENTER RECREATION FACILITY

PRELIMINARY

CURTIS ARCHITECTURE

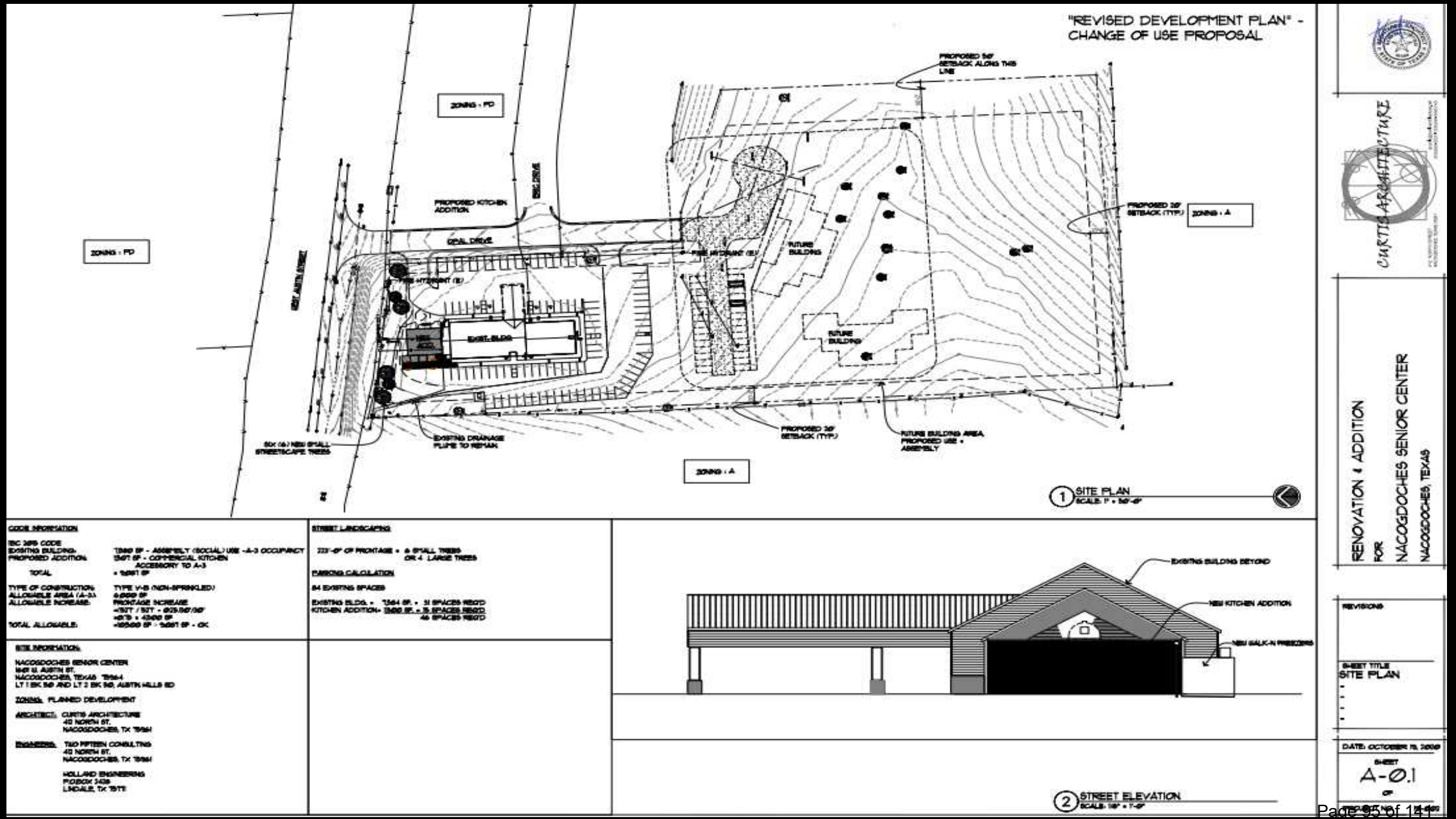
PROPOSED P.D. AMENDMENTS
FOR
NACOGDOCHES SENIOR CENTER
CITY, TEXAS

REVISIONS

SHEET TITLE

DATE: DECEMBER 12, 2018
SHEET
OF
PROJECT NO. 18-XXX

Senior Center - Development Plan



Site Photos - Street View

Site Photos - Rear

Conditions for Approval

Per Section 118.392 of the Nacogdoches Code of Ordinances, Based upon the concept plan or development plan, the following conditions shall be considered when reviewing a development plan:

A. The plan of development is generally consistent with the future land use policies and map in the adopted comprehensive plan.

B. Proposed uses and the configuration of uses are compatible with existing and planned adjoining uses.

C. The general arrangement of streets conforms to the adopted thoroughfare plan.

D. Proposed uses and development densities and intensities are consistent with the purposes and standards of the planned development district regulations.

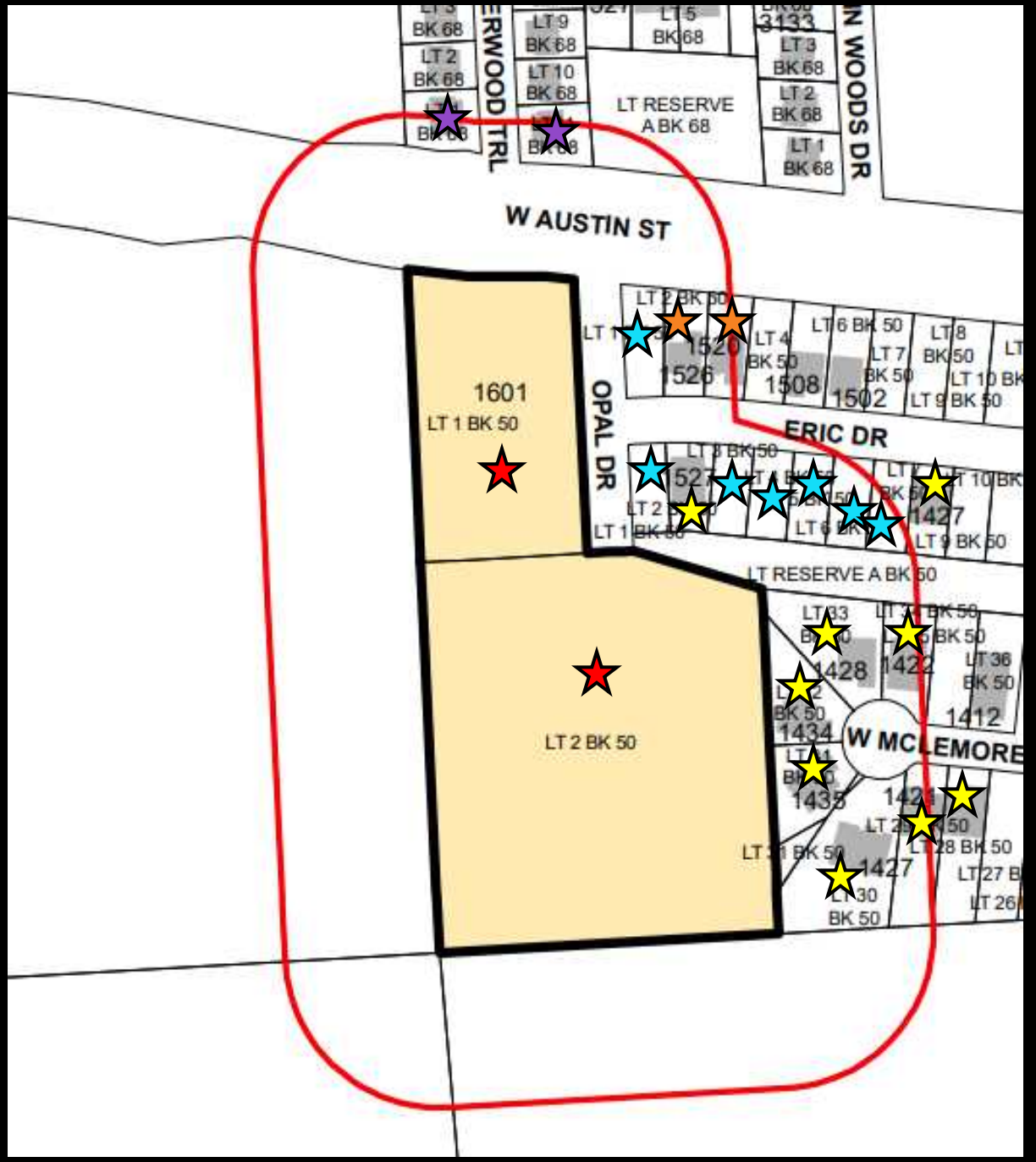
E. The proposed plan for development furthers the public health, safety and general welfare of the community.

Notification Map by Land Use

- Church – Vacant
- Duplex - Rental
- Vacant
- Single Family – Owner Occupied
- Single Family – Under Construction

Legend

- 200ft Buffer
- Proposed PD Change



City Council Meeting

Date: December 15, 2020

Agenda Item: 9.B.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Presentation of Year End Financial Recap for 2019-2020.

SUMMARY/BACKGROUND: Overview of City's Financial Reports for major funds as of September 30, 2020 (unaudited). Discuss how revenues and expenditures compared to both budget estimates and COVID related changes as well as an estimate of amount added to Reserves in General Fund.

FINANCIAL:
There is no financial impact associated with this item.

CITY CONTACT: Pam Curbow
curbowp@nactx.us
936-559-2526

ATTACHMENTS:
1. Financial Recap
2. PowerPoint Presentation

Nacogdoches

the oldest town in Texas

Year End Financial Recap

(Major Funds)

2019 - 2020

General Fund Operating Budget

	Adopted Budget	Amended Budget	Actual YTD Sept 30, 2020	% Used
Revenues				
Taxes:				
Property - Current	$ 9,245,402	$ 9,245,402	$ 9,303,641	101%
Property - Delinquent	$ 100,000	$ 100,000	$ 104,953	105%
Property - Penalty & Interest	$ 135,000	$ 135,000	$ 143,919	107%
Property - Other Personal	$ 7,000	$ 7,000	$ 8,319	119%
Sales Tax	$ 6,470,000	$ 6,470,000	$ 6,932,275	107%
Sales Tax - Mixed Beverage	$ 55,000	$ 55,000	$ 47,831	87%
Franchise - Elec	$ 1,585,000	$ 1,585,000	$ 1,531,648	97%
Franchise - Cable	$ 330,000	$ 330,000	$ 324,679	98%
Franchise - Gas	$ 300,000	$ 300,000	$ 325,756	109%
Franchise - Communication	$ 100,000	$ 100,000	$ 138,296	138%
Franchise - Mixed Beverage	$ 45,000	$ 45,000	$ 39,759	88%
Licenses & Permits:				
Alcoholic Beverage	$ 10,000	$ 10,000	$ 16,835	168%
Inspection Permits	$ 75,000	$ 75,000	$ 228,983	305%
Animal Adoption Fees	$ 25,000	$ 25,000	$ 44,950	180%
Animal Microchip Fees	$ 5,000	$ 5,000	$ 13,315	266%
Other Licenses & Permits	$ 70,000	$ 70,000	$ 50,913	73%
Fines:				
Adm Fee State Court Costs	$ 52,000	$ 52,000	$ 38,795	75%
Court Fines	$ 585,000	$ 585,000	$ 377,286	64%
Arrest Fees	$ 85,000	$ 85,000	$ 51,868	61%
Charges for Services:				
County Fire Protection	$ 10,000	$ 10,000	$ 10,000	100%
Library	$ 7,500	$ 7,500	$ 3,453	46%
Recreation Fees	$ 225,000	$ 225,000	$ 93,848	42%
Cemetery Lot Sales	$ 65,500	$ 65,500	$ 92,650	141%
Investment Earnings	$ 150,000	$ 150,000	$ 141,698	94%
Rents & Royalties	$ 5,360	$ 5,360	$ 10,360	193%
Contributions from County	$ 334,300	$ 334,300	$ 334,298	100%
Contributions from NEDCO	$ 251,092	$ 251,092	$ 244,280	97%
Contributions from CVB	$ 310,930	$ 310,930	$ 286,716	92%
Contributions from Other	$ 21,500	$ 99,057	$ 82,038	83%
Miscellaneous Revenues	$ 149,000	$ 149,000	$ 158,944	107%
Misc Grants	$ 19,000	$ 19,000	$ 246,321	1296%
CARES Grant	$ -	$ 370,436	$ 370,436	100%
Total Operating Revenues	**$ 20,828,584**	**$ 21,276,577**	**$ 21,799,061**	**102%**
Inter-Fund Transfers In				
Transfer Water / Wastewater Franchise Fee	$ 1,520,000	$ 1,520,000	$ 1,520,000	100%
Transfer Sanitation Franchise Fee	$ 453,200	$ 453,200	$ 453,200	100%
Transfer Utility Fund Overhead Cost	$ 1,806,764	$ 1,806,764	$ 1,806,764	100%
Transfer Sanitation Fund Overhead Cost	$ 1,842,049	$ 1,842,049	$ 1,842,049	100%
Transfer - Sunset Cemetery Fund	$ 1,000	$ 1,000	$ -	0%
Total Inter-Fund Transfers In	**$ 5,623,013**	**$ 5,623,013**	**$ 5,622,013**	**100%**
Total Revenues	**$ 26,451,597**	**$ 26,899,590**	**$ 27,421,074**	**102%**

General Fund Operating Budget

	Adopted Budget	Amended Budget	Actual YTD Sept 30, 2020	% Used
Expenditures				
General Government				
City Council	$ 27,425	$ 27,425	$ 18,379	67%
City Manager	$ 338,106	$ 338,106	$ 285,790	85%
Municipal Court	$ 314,342	$ 314,342	$ 219,180	70%
City Secretary	$ 122,421	$ 122,421	$ 113,246	93%
Finance	$ 531,209	$ 546,209	$ 489,457	90%
Information Technology	$ 437,899	$ 437,899	$ 401,213	92%
Personnel	$ 327,472	$ 327,472	$ 293,321	90%
Legal	$ 270,891	$ 280,768	$ 276,954	99%
Planning & Zoning	$ 187,421	$ 187,421	$ 159,808	85%
Building Maintenance	$ 370,466	$ 370,466	$ 355,501	96%
Development Office	$ 147,273	$ 147,273	$ 82,841	56%
Main Street	$ 184,292	$ 184,292	$ 164,150	89%
Vehicle Maintenance	$ 340,538	$ 340,538	$ 300,404	88%
Conventions & Tourism	$ 310,930	$ 310,930	$ 288,679	93%
Economic Development	$ 251,092	$ 251,092	$ 245,753	98%
Non-Departmental	$ 1,408,004	$ 1,660,194	$ 1,424,959	86%
Total General Government	$ 5,569,781	$ 5,846,848	$ 5,119,635	88%
Public Safety				
Police	$ 8,518,668	$ 8,518,668	$ 8,161,771	96%
Fire	$ 6,089,672	$ 6,299,621	$ 6,260,812	99%
Inspections	$ 434,502	$ 434,502	$ 376,729	87%
Animal Control	$ 507,559	$ 507,559	$ 445,545	88%
Total Public Safety	$ 15,550,401	$ 15,760,350	$ 15,244,856	97%
Cultural & Recreational				
Historic Sites	$ 136,054	$ 136,054	$ 131,077	96%
City Library	$ 550,547	$ 550,547	$ 518,228	94%
Recreation	$ 574,768	$ 574,768	$ 442,975	77%
Parks	$ 954,237	$ 960,436	$ 843,390	88%
Cemetery	$ 361,004	$ 361,004	$ 321,158	89%
Total Cultural & Recreational	$ 2,576,610	$ 2,582,809	$ 2,256,829	87%
Highways & Streets				
Public Works Admin.	$ 226,970	$ 228,442	$ 228,043	100%
Streets	$ 1,337,185	$ 1,337,185	$ 1,039,463	78%
Engineering	$ 500,194	$ 500,194	$ 470,071	94%
Total Highways & Streets	$ 2,064,349	$ 2,065,821	$ 1,737,577	84%
Total Expenditures	$ 25,761,141	$ 26,255,828	$ 24,358,897	93%
Inter-Fund Transfers Out				
Transfers - Eco Dev	$ 284,500	$ 284,500	$ 284,500	100%
Transfers - Airport Construction	$ 50,000	$ 50,000	$ 34,130	68%
Transfers - Airport Operation	$ 75,000	$ 75,000	$ 25,000	33%
Transfers - Special Grant	$ -	$ 5,000	$ 30,000	600%
Transfers - Sunset	$ 2,500	$ 2,500	$ -	0%
Total Inter-Fund Transfers Out	$ 412,000	$ 417,000	$ 373,630	90%
Total Expenditures	**$ 26,173,141**	**$ 26,672,828**	**$ 24,732,527**	**93%**

Utility Fund Operating Budget

	Adopted Budget	Amended Budget	Actual YTD Sept 30, 2020	% Used
Revenues				
Charges for Sales & Services:				
Water Sales	$ 10,000,000	$ 10,000,000	$ 9,877,555	99%
Sewer Sales	$ 9,000,000	$ 9,000,000	$ 8,715,721	97%
Plumbing Permits	$ 10,000	$ 10,000	$ 8,645	86%
Water / Wastewater Permits - Inspections	$ 32,000	$ 32,000	$ 31,350	98%
Water Taps	$ 30,000	$ 30,000	$ 34,129	114%
Sewer Taps	$ 10,000	$ 10,000	$ 10,445	104%
Utility Service Fees	$ 90,000	$ 90,000	$ 97,920	109%
Late Payment Penalties Fees	$ 300,000	$ 300,000	$ 286,456	95%
Water Miscellaneous Receipts	$ 20,000	$ 20,000	$ 12,173	61%
Sewer Miscellaneous Receipts	$ 135,000	$ 135,000	$ 166,291	123%
Receipt on Bad Accounts	$ 30,000	$ 30,000	$ 32,601	109%
Miscellaneous Receipts	$ 2,500	$ 2,500	$ 1,308	52%
Total Operating Revenues	$ 19,659,500	$ 19,659,500	$ 19,274,595	98%
Nonoperating Revenues				
Investment Earnings:				
Water / Sewer Interest	$ 250,000	$ 250,000	$ 302,860	121%
Water / Sewer Reserve Interest	$ 15,000	$ 15,000	$ 12,639	84%
Water / Sewer Debt Service Interest	$ 25,000	$ 25,000	$ 22,177	89%
Water / Sewer SRF Interest	$ 10,000	$ 10,000	$ 10,767	108%
Gain on Sales of Assests	$ -	$ -	$ 39,394	#DIV/0!
Transfer f/ Capital Projects	$ 148,850	$ 148,850	$ -	0%
Total Investment Earnings	$ 448,850	$ 448,850	$ 387,836	86%
Total Revenues	**$ 20,108,350**	**$ 20,108,350**	**$ 19,662,431**	**98%**
Operating Expenses				
Water Billing	$ 1,245,139	$ 1,357,037	$ 1,275,501	94%
Water Production	$ 2,449,967	$ 2,688,227	$ 1,565,563	58%
Utility Construction	$ 1,412,993	$ 1,412,993	$ 1,290,391	91%
Wastewater Treatment	$ 2,221,552	$ 2,242,569	$ 2,112,056	94%
Non - Departmental	$ 365,036	$ 371,536	$ 342,920	92%
Total Operating Expenses	$ 7,694,687	$ 8,072,362	$ 6,586,432	82%
Debt Service - Principal	$ 3,020,000	$ 3,020,000	$ 3,020,000	100%
Debt Service - Interest	$ 1,061,564	$ 1,061,564	$ 1,054,450	99%
Transfer to Eco Dev Fund	$ 202,500	$ 202,500	$ 202,500	100%
Transfer to Airport FBO Fund	$ 25,000	$ 25,000	$ 25,000	100%
Transfer to Capital Projects	$ 312,345	$ 312,345	$ 150,000	48%
Transfer to General Fd - Franchise Fee	$ 1,520,000	$ 1,520,000	$ 1,520,000	100%
Transfer to General Fd - Overhead Cost	$ 1,806,764	$ 1,806,764	$ 1,806,764	100%
Total Nonoperating Expenses	$ 7,948,173	$ 7,948,173	$ 7,778,713	98%
Total Expenditures	**$ 15,642,860**	**$ 16,020,535**	**$ 14,365,145**	**90%**

Sanitation Fund Operating Budget

	Adopted Budget	Amended Budget	Actual YTD Sept 30, 2020	% Used
Revenues				
Charges for Sales & Services:				
Sanitation Charges	$ 5,425,000	$ 5,425,000	$ 5,431,650	100%
Sanitation Fuel Charge	$ 240,000	$ 240,000	$ 191,540	80%
Landfill Gate Receipts	$ 600,000	$ 600,000	$ 682,017	114%
Miscellaneous Receipts	$ 350,000	$ 350,000	$ 501,419	143%
Intergovernmental Receipts	$ -	$ 13,000	$ -	0%
Total Operating Revenues	$ 6,615,000	$ 6,628,000	$ 6,806,626	103%
Nonoperating Revenues				
Sanitation Fund Interest	$ 125,000	$ 125,000	$ 141,119	113%
Gain from Disposal of Assets	$ -	$ -	$ 154,689	#DIV/0!
Total Nonoperating Revenues	$ 125,000	$ 125,000	$ 295,808	237%
Total Revenues	**$ 6,740,000**	**$ 6,753,000**	**$ 7,102,434**	**105%**
Operating Expenses				
Sanitation Collection	$ 1,103,846	$ 1,103,846	$ 1,051,798	95%
Sanitation Disposal	$ 856,107	$ 915,828	$ 711,506	78%
Non - Departmental	$ 344,845	$ 416,187	$ 393,724	95%
Total Operating Expenses	$ 2,304,798	$ 2,435,861	$ 2,157,028	89%
Transfers Out				
Transfer to Eco Dev Fd	$ 63,000	$ 63,000	$ 63,000	100%
Transfer to General Fd - Franchise Fee	$ 453,200	$ 453,200	$ 453,200	100%
Transfer to General Fd - Overhead Cost	$ 1,842,049	$ 1,842,049	$ 1,842,049	100%
Total Transfers Out	$ 2,358,249	$ 2,358,249	$ 2,358,249	100%
Total Expenditures	**$ 4,663,047**	**$ 4,794,110**	**$ 4,515,277**	**94%**

Hotel Tax Fund Operating Budget

	Adopted Budget	Amended Budget	Actual YTD Sept 30, 2020	% Used
Revenues				
Hotel Occupancy Tax	$ 725,000	$ 725,000	$ 573,082	79%
Total Operating Revenues	$ 725,000	$ 725,000	$ 573,082	79%
Nonoperating Revenues				
Investment Earnings:				
Interest Income	$ 15,000	$ 15,000	$ 17,100	114%
Total Investment Earnings	$ 15,000	$ 15,000	$ 17,100	114%
Total Revenues	**$ 740,000**	**$ 740,000**	**$ 590,182**	**80%**
Operating Expenses				
Bldg & Structure Maint	$ 12,700	$ 40,575	$ 20,122	50%
Special Services	$ 95,000	$ 95,000	$ 95,000	100%
Tourist & Convention Services	$ 525,625	$ 525,625	$ 501,915	95%
Total Operating Expenses	$ 633,325	$ 661,200	$ 617,037	93%
Transfer to Historical Fd	$ 25,000	$ 25,000	$ 25,000	100%
Total Nonoperating Expenses	$ 25,000	$ 25,000	$ 25,000	100%
Total Expenditures	**$ 658,325**	**$ 686,200**	**$ 642,037**	**94%**

2019-2020
Year End Financial Recap

Current Year
Major Revenues

• Property Taxes	$ 9,560,832	101%
• Sales Tax	$ 6,980,106	107%
• Franchise Fee	$ 2,425,073	100%
• Court Fines	$ 467,949	57%
• Other Revenues	$ 2,430,037	111%
– Rec, Insp, Interest, etc		
• Transfers	$ 5,622,013	100%

Nacogdoches
the oldest town in Texas

General Fund

- Revenues – Compared to Prior Year Collections
  - Property Tax – up 8% ($766,000)
  - Sales Tax – up 5% ($322,000)
  - Franchise Fees – down 5% ($107,000)
  - Building Permit Fees – up 375% ($168,000)
  - Fines – down 32% ($223,000)
  - Revenues Overall – up 2% (468,000)

Nacogdoches
the oldest town in Texas

General Fund (cont)

- Expenditures
  - Within expectations 93% ($1,700,000)
  - Savings in the following areas:
    - Unfilled positions
    - Deferred expenditures (COVID)

Nacogdoches
the oldest town in Texas

Utility & Sanitation Funds

- Revenues – Compared to Prior Year Collections
  - Water & Sewer Sales – down 2% ($370,000)
    - Precipitation
  - Sanitation & Landfill Charges – up 1% ($48,000)
- Expenses
  - Within expectations 90-94%
  - Savings in the following areas:
    - Unfilled positions
    - Deferred expenditures (COVID)

Nacogdoches
the oldest town in Texas

Hotel Tax Fund

- Revenues – Compared to Prior Year Collections
  - Hotel Taxes – down 25% ($189,000)
- Expenses
  - within expectations 94%

Nacogdoches
the oldest town in Texas

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Consider adoption of the proposed compensation plan and budget amendment for the nineteen (19) pay periods in the current fiscal year impacted by the salary adjustments.

SUMMARY/BACKGROUND: The City currently does not have a formal pay plan to express minimum and maximum values of positions and no upward mobility within the position based on performance. The current pay structure has two hourly pay rates assigned to each position. The Step 1 pay rate is used as an orientation pay rate and the Step 2 pay rate is the actual, and final, budgeted pay rate for the position.

Each full-time employee also participates in the City's step/longevity pay schedule. This additional pay is a monthly pay amount (paid bi-weekly to employees) based on the number of years the employee has been with the City. This is the only pay item that separates tenured employees from new hires and is based strictly on the number of years the employee is with the City. Step/longevity pay is paid together, but can be broken down into two separate pays (Step Pay and Longevity Pay). Step pay begins after the employee has reached two years of employment and maxes out year 10 at a total of $6,720/year. Longevity Pay begins after the employee has reached one year of employment and maxes out year 25 at a total of $1,236/year.

Human Resources and Finance with input from Department Directors created a pay plan with ranges for all positions. All positions (except licensed public safety positions) were assigned a pay grade and each pay grade was assigned a pay range. Positions were assigned to a pay grade based on market data, comparisons of the provided market data, how the position functions within our organization, current position structure, and after discussion of the position with the Director. All licensed public safety positions (police, fire, and dispatch) were assigned pay ranges. The Police Officer and Firefighter position salary range minimums were set at $2,110 above market minimum average to help with recruitment due to the current hiring struggles.

Each employee was then slotted in the pay plan. In slotting employees, no employee lost any compensation and each employee received, at minimum, an overall (gross pay, taxes, TMRS) $500.00/year pay adjustment increase. When slotted in to the new pay plan, the step pay (mentioned above) and any additional pay an employee was receiving for something required by their position was rolled in to the employee's pay rate. Those additional pays will no longer exist as a separate pay item moving forward. Longevity pay will remain a separate monthly pay. Longevity pay is required for Police and Fire by the Texas Local Government Code and is provided to other employees as an additional benefit. Within the new pay plan, the City has also decided to set the minimum hourly wage for any position at $12.70/hr.

Going forward employees will be able to progress through their position's assigned pay range based on merit and performance.

City Council was presented with the proposed compensation plan at the December 1st workshop.

FINANCIAL:

Item is budgeted:

Account #:01-75-601-55 *(General Fd Non Dept Salary Adj)* In the amount of $400,000
Account #:01-15-601-10 *(General Fd Police Dept Salaries)* In the amount of $137,390
Account #:30-75-601-55 *(Utility Fd Non Dept Salary Adj)* In the amount of $100,000
Account #:31-75-601-55 *(Sanitation Fd Non Dept Salary Adj)* In the amount of $25,000
Account #:32-13-601-55 *(Airport Fd FBO Salary Adj)* In the amount of $5,000

*Line Item Transfer Budget Amendment Needed : See attached

Item is not budgeted (Budget Amendment required; please attach BA ordinance)
Amount: $800 GL Acct #: 32-13-601-10 *(Airport Fd Salary)*

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

ATTACHMENTS:
1. Compensation Plan
2. Budget Amendment Ordinance
3. PowerPoint Presentation

City of Nacogdoches
Salary Plan Pay Grades

Current Occupational Jobs	Grade	Minimum	Midpoint	Maximum
City Manager	50	$168,663	$191,410	$214,157
	49	$160,631	$182,295	$203,959
	48	$152,982	$173,614	$194,246
City Attorney	47	$145,697	$165,347	$184,996
	46	$138,759	$157,473	$176,187
	45	$132,151	$149,974	$167,797
	44	$125,858	$142,832	$159,806
	43	$119,865	$136,031	$152,197
	42	$114,157	$129,553	$144,949
Director of Public Works	41	$108,721	$123,384	$138,047
Fire Chief	41	$108,721	$123,384	$138,047
Police Chief	41	$108,721	$123,384	$138,047
Director of Finance	41	$108,721	$123,384	$138,047
	40	$103,544	$117,509	$131,473
Community Services Director	39	$98,613	$111,913	$125,212
Human Resources Director	39	$98,613	$111,913	$125,212
Economic Development Director	39	$98,613	$111,913	$125,212
	38	$93,917	$106,584	$119,250
I.T. Manager	37	$89,445	$104,405	$119,365
City Planner	36	$85,186	$99,434	$113,681
Assistant Public Works Director	35	$81,129	$94,698	$108,267
Assistant Director of Finance	35	$81,129	$94,698	$108,267
	34	$77,266	$90,189	$103,112
Assistant Community Services Director	33	$73,587	$85,895	$98,202
Executive Director CVB	32	$70,083	$81,805	$93,526
Library Manager	32	$70,083	$81,805	$93,526
Public Works Manager	32	$70,083	$81,805	$93,526
Water Utilities Manager	32	$70,083	$81,805	$93,526
City Secretary	32	$70,083	$81,805	$93,526
Airport Manager	32	$70,083	$81,805	$93,526
	31	$66,745	$77,909	$89,072

City of Nacogdoches
Salary Plan Pay Grades

Current Occupational Jobs	Grade	Minimum	Midpoint	Maximum
Public Information Officer	30	$63,567	$74,199	$84,831
	29	$60,540	$70,665	$80,791
Water Utilities Superintendent	28	$57,657	$67,300	$76,943
Historic Sites/Mainstreet Manager	28	$57,657	$67,300	$76,943
Utility Billing Manager	27	$54,912	$64,096	$73,280
Utility Construction Manager	27	$54,912	$64,096	$73,280
Parks Superintendent	27	$54,912	$64,096	$73,280
Garage Superintendent	27	$54,912	$64,096	$73,280
Judge/Court Administrator	27	$54,912	$64,096	$73,280
System Administrator	26	$52,297	$61,044	$69,790
Environmental Coordinator	26	$52,297	$61,044	$69,790
Facility Maintenance Supervisor	26	$52,297	$61,044	$69,790
Purchasing/Contract Specialist	25	$49,806	$58,137	$66,467
Recreation Superintendent	25	$49,806	$58,137	$66,467
Assistant Library Manager	25	$49,806	$58,137	$66,467
Streets Superintendent	25	$49,806	$58,137	$66,467
Sanitation Superintendent	25	$49,806	$58,137	$66,467
Solid Waste Disposal Superintendent	25	$49,806	$58,137	$66,467
Part Time Accountant CVB	25	$23,945	$23,945	$23,945
Public Safety IT Specialist	24	$47,435	$55,369	$63,302
Engineering Technician Supervisor	23	$45,176	$52,732	$60,287
Director of Sales	23	$45,176	$52,732	$60,287
Utility Construction Inspector	22	$43,025	$50,221	$57,416
Risk Management Coordinator	22	$43,025	$50,221	$57,416
Grant Coordinator	22	$43,025	$50,221	$57,416
Plan Examiner/Inspector	22	$43,025	$50,221	$57,416
Human Resources Generalist	22	$43,025	$50,221	$57,416
Utilty Service Foreman	22	$43,025	$50,221	$57,416
Engineering Technician	22	$43,025	$50,221	$57,416
Head Plant Operator - GW	22	$43,025	$50,221	$57,416
Head Plant Operator - SW	22	$43,025	$50,221	$57,416
Head Plant Operator - WW	22	$43,025	$50,221	$57,416
Assistant to the City Manager	22	$43,025	$50,221	$57,416
Creative Content Director	22	$43,025	$50,221	$57,416
Building Inspector	21	$40,976	$47,829	$54,682
Animal Services Manager	21	$40,976	$47,829	$54,682
System Technician	21	$40,976	$47,829	$54,682
Plant Operator IV - GW/WW	21	$40,976	$47,829	$54,682
Plant Operator IV - SW	21	$40,976	$47,829	$54,682

City of Nacogdoches
Salary Plan Pay Grades

Current Occupational Jobs	Grade	Minimum	Midpoint	Maximum
Police Records Supvr/Database Mgr	20	$39,025	$45,552	$52,078
Legal Assistant	20	$39,025	$45,552	$52,078
Cemetery Supervisor	20	$39,025	$45,552	$52,078
Parks Supervisor	20	$39,025	$45,552	$52,078
Streets Supervisor	20	$39,025	$45,552	$52,078
Utility Construction Supervisor	20	$39,025	$45,552	$52,078
Lead Auto Mechanic	20	$39,025	$45,552	$52,078
Plant Operator III - GW/WW	20	$39,025	$45,552	$52,078
Plant Operator III - SW	20	$39,025	$45,552	$52,078
Planning Technician	20	$39,025	$45,552	$52,078
Code Enforcement Officer	19	$37,166	$43,382	$49,599
Emergency Equipment Technician	19	$37,166	$43,382	$49,599
Program Coordinator	19	$37,166	$43,382	$49,599
Business Development Manager	19	$37,166	$43,382	$49,599
Equipment Operator II	18	$35,396	$41,317	$47,237
Office Assistant III	18	$35,396	$41,317	$47,237
Utility Construction Operator	18	$35,396	$41,317	$47,237
Associate Judge/Assistant Court Administrator	18	$35,396	$41,317	$47,237
Payroll/Benefits Coordinator	18	$35,396	$41,317	$47,237
Accounts Payable Coordinator	18	$35,396	$41,317	$47,237
Plant Operator II - GW/WW	18	$35,396	$41,317	$47,237
Plant Operator II - SW	18	$35,396	$41,317	$47,237
Utility Locator/Records Tech	18	$35,396	$41,317	$47,237
Utility Meter Technician	18	$35,396	$41,317	$47,237
Equipment Mechanic	18	$35,396	$41,317	$47,237
Part Time Bailiff/Warrant Officer	18	$17,018	$17,018	$17,018
Property and Evidence Technician	17	$33,711	$39,349	$44,987
Asst. Pretreatment Technician	17	$33,711	$39,349	$44,987
Environmental Technician	17	$33,711	$39,349	$44,987
Driver/Equipment Operator	16	$32,106	$37,475	$42,845
Accounting Clerk/Accts Receivable	16	$32,106	$37,475	$42,845
Facility Maintenance Laborer	16	$32,106	$37,475	$42,845
Animal Control Officer	16	$32,106	$37,475	$42,845
Traffic Control Specialist	16	$32,106	$37,475	$42,845
Beltpress Operator	16	$32,106	$37,475	$42,845
Airport Lineman	15	$30,577	$35,691	$40,805
Office Assistant II	15	$30,577	$35,691	$40,805
Plant Operator I - GW/WW	15	$30,577	$35,691	$40,805
Plant Operator I - SW	15	$30,577	$35,691	$40,805
GIS Technician	15	$30,577	$35,691	$40,805
Permit Technician	15	$30,577	$35,691	$40,805
Visitor Services Coordinator	15	$30,577	$35,691	$40,805
Part Time Airport Lineman	15	$14,700	$14,700	$14,700
Automotive/Equipment Technician	14	$29,121	$33,991	$38,862

City of Nacogdoches
Salary Plan Pay Grades

Current Occupational Jobs	Grade	Minimum	Midpoint	Maximum
Plant Operator Trainee - GW/WW	14	$29,121	$33,991	$38,862
Plant Operator Trainee - SW	14	$29,121	$33,991	$38,862
Equipment Operator I	14	$29,121	$33,991	$38,862
Cataloger	13	$27,734	$32,373	$37,011
Laborer II	13	$27,734	$32,373	$37,011
Gate Attendant	12	$26,416	$30,834	$35,252
Office Assistant I	12	$26,416	$30,834	$35,252
Animal Shelter Assistant	12	$26,416	$30,834	$35,252
Marketing Assistant	12	$26,416	$30,834	$35,252
Laborer I	12	$26,416	$30,834	$35,252
Circulation Clerk	12	$26,416	$30,834	$35,252
Maintenance Custodian	12	$26,416	$30,834	$35,252
Animal Shelter Attendant	12	$26,416	$30,834	$35,252
Part Time Office Assistant I	12	$12,700	$12,700	$12,700
Part Time Communications Assistant	12	$12,700	$12,700	$12,700
Part Time Laborer	12	$12,700	$12,700	$12,700
Part Time Circulation Clerk	12	$12,700	$12,700	$12,700
Part Time Gardner	12	$12,700	$12,700	$12,700
Part Time Shelver	12	$12,700	$12,700	$12,700
Part Time Museum Assistant	12	$12,700	$12,700	$12,700
Part Time Recreation Assistant	12	$12,700	$12,700	$12,700
Part Time Intern	12	$12,700	$12,700	$12,700
PUBLIC SAFETY INFO				
Police Officer/Detective		$54,652	$62,023	$69,394
Police Sergeant/Detective Sergeant		$71,601	$76,952	$82,304
Police Lieutantant/Detective Lieutanant		$79,147	$85,062	$90,978
Assistant Police Chief		$96,952	$104,198	$111,444
Firefighter		$54,652	$62,023	$69,394
Driver/Engineer		$62,211	$66,861	$71,510
Fire Captian		$69,770	$74,985	$80,199
Administrative Captain		$69,770	$74,985	$80,199
Battalion Chief		$79,147	$85,062	$90,977
Division Chief		$79,147	$85,062	$90,977
Dispatcher		$37,202	$43,425	$49,647
Assistant Communications Supervisor		$42,145	$49,194	$56,243
Communications Supervisor		$49,860	$58,199	$66,538

ORDINANCE AMENDING ORDINANCE NO. 1835-09-20 APPROPRIATING VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021.

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, 2017 and ending September 30, 2018; and

WHEREAS, with the adoption of this ordinance, the City has implemented a compensation plan and corresponding pay grade scale resulting in salary adjustments for City employees effective with the first full pay period in January, 2021; and

WHEREAS, the City Council approved monies in the 2020-2021 adopted budget as a separate line item in lump sums for each fund that must be moved by budget amendment to the proper department budget.

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 personnel services of the city government of the City of Nacogdoches as follows:

General Fund Non Dept Original Budget	<$ 400,000>
General Fund Police Dept Original Budget	<$ 137,390>
General Fund Transfer to Dept Budgets	$ 537,390
Utility Fund Non Dept Original Budget	<$ 45,050>
Utility Fund Personnel Services	$ 45,050
Sanitation Fund Non Dept Original Budget	<$ 21,950>
Sanitation Fund Personnel Services	$ 21,950
Airport FBO Fund Non Dept Original Budget	<$ 5,000>
Airport FBO Fund Personnel Services	$ 5,800
Total Increase in Appropriations	$ 800

(see accompanying general ledger detail)

PASSED AND APPROVED this the 15th day of December, 2020.

_____
Shelley Brophy, Mayor
City of Nacogdoches

ATTEST:

_____
Jan Vinson, City Secretary

Approved as to form: _____
Jefferson Davis, City Attorney

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

Account	Department	Account Description	Budget Amendment (19 Pay Periods)
General Fund			
01.75.601.55	Non Departmental	Salary Adjustments	$ (400,000)
01.15.601.10	Police	Operational Salaries	(137,390)
01.02.601.10	City Manager	Operational Salaries	3,500
01.02.601.70	City Manager	Social Security	275
01.03.601.10	Municipal Court	Operational Salaries	2,500
01.03.601.70	Municipal Court	Social Security	250
01.03.601.80	Municipal Court	Retirement (TMRS)	400
01.04.601.10	City Secretary	Operational Salaries	1,300
01.04.601.70	City Secretary	Social Security	125
01.04.601.80	City Secretary	Retirement (TMRS)	200
01.05.601.10	Finance	Operational Salaries	11,200
01.05.601.70	Finance	Social Security	750
01.05.601.80	Finance	Retirement (TMRS)	1,650
01.06.601.10	Info. Technology	Operational Salaries	19,400
01.06.601.40	Info. Technology	Overtime	600
01.06.601.70	Info. Technology	Social Security	1,400
01.06.601.80	Info. Technology	Retirement (TMRS)	3,000
01.07.601.10	Personnel	Operational Salaries	8,100
01.07.601.70	Personnel	Social Security	600
01.07.601.80	Personnel	Retirement (TMRS)	1,200
01.08.601.10	Legal	Operational Salaries	13,500
01.08.601.70	Legal	Social Security	1,000
01.08.601.80	Legal	Retirement (TMRS)	2,050
01.09.601.10	Planning	Operational Salaries	2,000
01.09.601.70	Planning	Social Security	110
01.09.601.80	Planning	Retirement (TMRS)	200
01.10.601.10	Building Maintenance	Operational Salaries	3,500
01.10.601.70	Building Maintenance	Social Security	175
01.10.601.80	Building Maintenance	Retirement (TMRS)	400
01.14.601.10	Vehicle Maintenance	Operational Salaries	1,800
01.14.601.70	Vehicle Maintenance	Social Security	150
01.14.601.80	Vehicle Maintenance	Retirement (TMRS)	250
01.15.601.10	Police	Operational Salaries	165,000
01.15.601.40	Police	Overtime	15,500
01.15.601.70	Police	Social Security	15,000
01.15.601.80	Police	Retirement (TMRS)	28,500
01.17.601.10	Fire	Operational Salaries	78,000
01.17.601.40	Fire	Overtime	10,500
01.17.601.70	Fire	Social Security	6,700
01.17.601.80	Fire	Retirement (TMRS)	12,400
01.18.601.10	Inspections	Operational Salaries	3,500
01.18.601.70	Inspections	Social Security	250
01.18.601.80	Inspections	Retirement (TMRS)	550
01.19.601.10	Animal Control	Operational Salaries	13,000
01.19.601.40	Animal Control	Overtime	1,200
01.19.601.70	Animal Control	Social Security	1,000
01.19.601.80	Animal Control	Retirement (TMRS)	2,000
01.20.601.10	Historic Sites/Main Street	Operational Salaries	12,300
01.20.601.70	Historic Sites/Main Street	Social Security	900
01.20.601.80	Historic Sites/Main Street	Retirement (TMRS)	550
01.21.601.10	Library	Operational Salaries	10,250
01.21.601.70	Library	Social Security	600
01.21.601.80	Library	Retirement (TMRS)	850
01.22.601.10	Recreation	Operational Salaries	26,500

Account	Department	Account Description	Budget Amendment (19 Pay Periods)
01.22.601.70	Recreation	Social Security	2,000
01.22.601.80	Recreation	Retirement (TMRS)	2,900
01.23.601.10	Parks	Operational Salaries	9,400
01.23.601.40	Parks	Overtime	1,200
01.23.601.70	Parks	Social Security	800
01.23.601.80	Parks	Retirement (TMRS)	1,280
01.25.601.10	Public Works Admin	Operational Salaries	400
01.25.601.70	Public Works Admin	Social Security	50
01.25.601.80	Public Works Admin	Retirement (TMRS)	75
01.26.601.10	Streets	Operational Salaries	12,000
01.26.601.40	Streets	Overtime	3,000
01.26.601.70	Streets	Social Security	1,200
01.26.601.80	Streets	Retirement (TMRS)	2,350
01.27.601.10	CVB	Operational Salaries	2,800
01.27.601.70	CVB	Social Security	200
01.27.601.80	CVB	Retirement (TMRS)	425
01.28.601.10	Engineering	Operational Salaries	4,400
01.28.601.70	Engineering	Social Security	300
01.28.601.80	Engineering	Retirement (TMRS)	650
01.29.601.10	Economic Developent	Operational Salaries	4,400
01.29.601.70	Economic Developent	Social Security	325
01.29.601.80	Economic Developent	Retirement (TMRS)	600
		General Fund Total	**$0**

Utility Fund

30.75.601.55	Non Departmental	Salary Adjustments	($45,050)
30.35.601.10	Customer Service	Operational Salaries	$5,000
30.35.601.40	Customer Service	Overtime	1,000
30.35.601.70	Customer Service	Social Security	300
30.35.601.80	Customer Service	Retirement (TMRS)	600
30.36.601.10	Water Production	Operational Salaries	4,750
30.36.601.40	Water Production	Overtime	600
30.36.601.70	Water Production	Social Security	250
30.36.601.80	Water Production	Retirement (TMRS)	500
30.37.601.10	Distribution/Collection	Operational Salaries	15,000
30.37.601.40	Distribution/Collection	Overtime	2,000
30.37.601.70	Distribution/Collection	Social Security	1,250
30.37.601.80	Distribution/Collection	Retirement (TMRS)	2,500
30.39.601.10	Wasterwater	Operational Salaries	7,500
30.39.601.40	Wasterwater	Overtime	1,500
30.39.601.70	Wasterwater	Social Security	800
30.39.601.80	Wasterwater	Retirement (TMRS)	1,500
		Utility Fund Total	**$0**

Account	Department	Account Description		Budget Amendment (19 Pay Periods)
Sanitation Fund				
31.75.601.55	Non Departmental	Salary Adjustments		($21,950)
31.40.601.10	Sanitation Collection	Operational Salaries		8,800
31.40.601.40	Sanitation Collection	Overtime		1,850
31.40.601.70	Sanitation Collection	Social Security		650
31.40.601.80	Sanitation Collection	Retirement (TMRS)		1,350
31.41.601.10	Sanitation Disposal	Operational Salaries		5,500
31.41.601.40	Sanitation Disposal	Overtime		1,250
31.41.601.70	Sanitation Disposal	Social Security		450
31.41.601.80	Sanitation Disposal	Retirement (TMRS)		900
31.42.601.10	Sanitation Admin	Operational Salaries		1,000
31.42.601.70	Sanitation Admin	Social Security		50
31.42.601.80	Sanitation Admin	Retirement (TMRS)		150
		Sanitation Fund Total		**$0**
Airport FBO Fund				
32.13.601.10	Airport FBO	Salary Adjustments	$	(5,000)
32.13.601.10	Airport FBO	Operational Salaries		4,750
32.13.601.70	Airport FBO	Social Security		350
32.13.601.80	Airport FBO	Retirement (TMRS)		700
		Airport FBO Fund Total	**$**	**800**

COMPENSATION PLAN
&
SALARY ADJUSTMENTS

PAY PLAN IMPLEMENTATION COSTS

GENERAL FUND

BUDGETED IN 2020-21	$400,000
POLICE POSITIONS (3) HELD OPEN	$137,390
PROPOSED SALARY ADJUSTMENTS	<$537,390>
INCREASE IN APPROPRIATION:	**$ 0**

UTILITY FUND

BUDGETED IN 2020-21	$100,000
PROPOSED SALARY ADJUSTMENTS	<$ 45,050>
INCREASE IN APPROPRIATION:	**$ 0**

PAY PLAN IMPLEMENTATION COSTS

SANITATION FUND

BUDGETED IN 2020-21	$ 25,000
PROPOSED SALARY ADJUSTMENTS	<$ 21,950>
INCREASE IN APPROPRIATION:	**$ 0**

UTILITY FUND

BUDGETED IN 2020-21	$ 5,000
PROPOSED SALARY ADJUSTMENTS	<$ 5,800>
INCREASE IN APPROPRIATION:	**$ 800**

ANNUAL PLAN COSTS

GENERAL FUND	$732,925
UTILITY FUND	$ 53,950
SANITATION FUND	$ 29,200
AIRPORT FUND	$ 7,825
TOTAL	**$823,900**

SUMMARY/NEXT STEPS CONTINUED

- FISCAL IMPACT NOTES AND IMPLEMENTATION PLAN
  - FUNDED WITHIN THE CURRENT BUDGET
  - REQUIRES PLAN ADOPTION AND BUDGET AMENDMENT BY CITY COUNCIL ON 12/15
  - IF APPROVED, PAY PLAN TO BE IMPLEMENTED EFFECTIVE 12/26/2020 WITH THE PAY DATE OF 01/15/2021
- ONCE PLAN IS IMPLEMENTED, A MERIT-BASED PAY FOR PERFORMANCE SYSTEM WILL BE CREATED TO ALLOW EMPLOYEES TO ADVANCE WITHIN THE PAY PLAN.

City Council Meeting

Date: December 15, 2020

Agenda Item: 9.D.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Consider approval of expenditure of $100,000 of the City's CARES Act funding to assist the Nacogdoches Independent School District (NISD) with the purchase of technology so that students can continue their coursework in a remote environment as needed.

SUMMARY/BACKGROUND: At the suggestion of the Texas Education Agency, NISD has made a formal request that the City use a portion of our CARES Act funds to assist in the purchase of technology for remote learning. Per the Texas Division of Emergency Management, the organization that is responsible for managing CARES funds for the State of Texas, this reimbursement to NISD is a reasonable and approved use of CARES funds.

FINANCIAL:
Item is not budgeted (Budget Amendment required; please attach BA ordinance)
Amount: $ 100,000 Account #: 01.75.610.91 *(General Fund Reimb Emergency Expenditures)*

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

ATTACHMENTS:
1. NISD Request
2. TEA Brochure
3. Budget Amendment Ordinance

NACOGDOCHES INDEPENDENT SCHOOL DISTRICT

High Expectations For Everyone • Teaching and Learning For Everyone • Respect For Everyone

City of Nacogdoches
Mayor Shelley Brophy
City Manager Mario Canizares
Nacogdoches, TX

August 13, 2020

Greetings,

The COVID-19 pandemic has laid bare numerous inequities in American society, including the chasm that exists in rural communities when accessing quality, high-speed internet and having access at home to the types of computers needed to complete virtual lessons.

To partially circumvent the connectivity problem, businesses and organizations around Nacogdoches are partnering with our DragonConnected program. We will promote these locations as places students can visit to access Wi-Fi networks. While their district-provided devices connect with the internet, students can submit completed lessons and download new assignments, oftentimes in as little as a few minutes.

We're delighted with the community's reaction to DragonConnected. But it's only a part of a larger technology-based plan to assist students that are taking virtual classes with the district, either during the four-week period to begin school or later on in the academic year, when closures are likely required because of COVID-19. Meeting our students' need for devices requires a significant spending plan that will eat into the district's cash reserves.

As Chief Financial Officer for Nacogdoches Independent School District, I know firsthand the cash outlay our district is absorbing to provide much-needed computers and tablets to our students.

Nacogdoches ISD's Board of Trustees last month approved the purchase of a laptop computer for every teacher, allowing them the flexibility to use the device at school or from home if an extended closure is required. Additionally, trustees agreed this week to purchase enough laptops and tablets to ensure each student has a device as part of a 1:1 initiative launched by the district.

This is a substantial and costly project for the district to take on. Even with an expense-sharing proposal from Texas Education Agency for the student devices, the laptops, tablets and hot spots will cost the district roughly $1.5 million. Providing protective cases, bags, and internet safety management software for these devices will add at least another $500,000 to the bill.

That total represents only a portion of the most recent expenditures related to COVID-19. Like other school districts and agencies across the state, NISD is spending money for supplies related to fulfilling social distancing requirements (desk shields and signage, for example), extra cleaning and disinfecting, as well as providing hand sanitizer, face masks/shields, gloves and water fountain retrofitting (just to a name a few of the items we're buying, all so we can safely start school).

TEA has generously provided some of these materials for the state's 1,200 school districts, but in reality, it's only enough to begin the new year. If COVID-19 lingers into the winter, as many experts forecast, NISD will face additional spending on PPE-related items. So far, school districts have received little reimbursement (attached is a spreadsheet outlining the financial burden we're facing).

NISD is asking for your consideration of a contribution or grant to help offset some of the cost of our technology devices. Your assistance of $100,000 would be a much needed investment in Nacogdoches children. Please let me know if there's anything more you might need related to this request. I'm grateful for your consideration, and I look forward to your reply.

Sincerely,

Lisa Barbarick

Lisa Barbarick
Chief Financial Officer

P.O. BOX 631521 • NACOGDOCHES, TEXAS 75963-1521 • PHONE (936) 569-5000 • FAX (936) 560-9613

Nacogdoches ISD
Estimated COVID Funds and Expenditures

Incoming Estimates		
CARES Act ESSER	$ 2,515,190.00	(1)
FEMA	-	(2)
CARES Act - LEA	200,000.00	(3)
CARES Act - Provider Relief	13,000.00	
2020-2021 Remote Learning Operation Connectivity - CV 19	761,051.00	(4)
Less State Funding taken from school districts	(2,515,190.00)	(1)
	974,051.00	
Outgoing Estimates		
Hotspots, iPads, & Chromebooks	$ 1,522,102.00	(4)
Laptops for Teachers	717,013.44	
Protective cases & Bags for iPads & Chromebooks	75,000.00	
Management Software for iPads & Chromebooks	300,000.00	
Face Masks, Face Shields, Gloves and Hand Sanitizer	275,000.00	
Desk Shields	300,000.00	
Water fountain Retrofits	500,000.00	
Technology Infrastructure	500,000.00	
Cleaning and Disinfecting supplies	200,000.00	
Infrared Thermometers	25,000.00	
	4,414,115.44	
Net Loss to District	(3,440,064.44)	

(1) ESSER funds were awarded by the federal government for school districts. Texas Education Agency reduced state funding to school districts by the same amount.

(2) Per discussions with FEMA, school districts do not qualify for FEMA funding since their expenditures were not considered "emergency" work. We will still apply

(3) CARES Act funding for LEA's is a reimbursement program. Will reimburse 75% of specific COVID-19 expenses incurred between March 1, 2020 through May 20, 2020.

(4) This funding is only available upon spending $1,522,102 on student connectivity

A Guide to Operation Connectivity:
How Municipalities and Counties Can Help

Texas Education Agency

1.8 million students lack technology to learn from home

With the rise of COVID-19 in Texas, remote learning has become an essential part of schools' academic offering. Yet, it is estimated that over 1.8 million students in Texas lack the connectivity technology to learn from their homes. This connectivity gap is a significant barrier to academic success and economic empowerment for these students.

In response to this critical need, Governor Abbott and Texas legislative leaders have allocated $200M in CARES Act Coronavirus Relief Fund (CRF) funding to match $200M in local district funding. This combined $400M in bulk buying power will be used to cover the purchases of internet solutions such as hotspots and e-learning devices for Texas' School districts, with the goal of providing connectivity technology for all students who would not otherwise have them.

$200M in CARES Act CRF funding + **$200M** in local district funding = **$400M** bulk buying power for connectivity technology

1 million e-learning devices

The Operation Connectivity bulk order program may leverage the majority of these funds to put over 1 million e-learning devices and nearly 500,000 hotspots in students' homes to enable learning, significantly reducing the connectivity gap.

Even with this historic investment, we may still have hundreds of thousands of Texas students who lack reliable internet access.

500,000 hotspots

Texas received $11.24 billion in federal CARES Act CRF funding, of which over $5 billion has been given to counties and cities to determine how they should be spent.

$11.24B in CARES Act CRF funding → **$5B** to City and County CRF grants → Allocate some portion to "facilitate distance learning"

We are asking our cities and counties to allocate some portion of their local CRF funds to help us provide devices and internet to facilitate remote learning.[1]

By assisting school systems with their local match funding right now, CRF contributions can enable purchases of devices and hotspots at steeply discounted rates that vendors have made available specifically for orders placed through Operation Connectivity.

Local governments will see a dramatic return on this investment, including smart procurement, increased access to online learning for students, and access to urgent family telehealth care.

1. U.S. Department of the Treasury's guidance on use of CARES funding lists examples of eligible use of funds, including "Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions." Source: Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments, Updated June 30, 2020

AN ORDINANCE AMENDING ORDINANCE NO. 1835-09-20 APPROPRIATING VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021.

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, 2020 and ending September 30, 2021.

WHEREAS, the COVID-19 pandemic has negatively impacted both the City and the Nacogdoches Independent School District (NISD), and

WHEREAS, the City of Nacogdoches has been allotted a sum of Federal CARES Act monies to help alleviate the financial costs associated with this pandemic, and

WHEREAS, the NISD has spent unbudgeted funds to purchase technology so that students can continue their coursework remotely as needed, and

WHEREAS, the City's CARES funds can be used to assist NISD with these technology purchases, and

WHEREAS, NISD, at the suggestion of the Texas Education Agency, has made a formal request to the City for $100,000 to assist in these technology purchases, and

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 operations of the city government of the City of Nacogdoches as follows:

Fund	Dept.	Acct.	Department	Description	Amt.
01	75	610.91	Gen Fd Non-Departmental	Reimbursable Emergency Expenditures	$100,000

PASSED AND APPROVED this the 15th day of December 2020.

_____
Shelley Brophy, Mayor
City of Nacogdoches

ATTEST:

_____
Jan Vinson, City Secretary

Approved as to form: _____
Jefferson Davis, City Attorney

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

PRESENTER: Jeff Davis

ITEM/SUBJECT: Consider an ordinance of the City of Nacogdoches, Texas, for the conveyance of 0.212 acre of land, more or less, to Pilgrim's Pride Corporation, authorizing the Mayor to execute necessary documents of conveyance, making findings, providing for a severability clause, establishing an effective date, establishing proper notice and open meeting, and ordering appropriate filing.

SUMMARY/BACKGROUND: The City of Nacogdoches and the Texas Department of Economic Development entered into Texas Capital Fund Contract Number 717002 for the public purpose of furthering economic development in order to retain and expand the present number and types of jobs in the Nacogdoches area. The aforementioned agreement called for advancement of grant funds from the Texas Department of Economic Development to the City of Nacogdoches.

In order to achieve the above mentioned purposes, the City of Nacogdoches and Pilgrim's Pride Corporation entered into a Community and Business Agreement for Real Estate Improvements authorized under Texas Capital Fund Contract Number 717002 and pursuant to said Community and Business Agreement, the City of Nacogdoches provided assistance to Pilgrim's Pride Corporation for the construction of facility improvements with grant funds received from the Texas Capital Fund.

In order to facilitate plant expansion, Pilgrim's Pride Corporation donated an approximate 0.212 acre site from its existing Nacogdoches facility to the City of Nacogdoches for construction of a spiral freezer system and funds in the amount of one million four hundred fifty thousand dollars ($1,450,000.00) were advanced from the Texas Department of Economic Development to the City of Nacogdoches for achievement of the above operational expansions and the advancement of said grant payments were provided in the form of a zero interest loan.

In order to set forth certain protections for the City of Nacogdoches and secure repayment of the grant funds, a Lease and Grant Repayment Agreement was entered into by and between the City of Nacogdoches and Pilgrim's Pride Corporation and under said lease and grant agreement, Pilgrim's Pride Corporation was required to make lease payments in the amount of $6,041.67 per month for a term of 240 months. Under the additional terms under the Lease and Grant Repayment Agreement, Pilgrim's Pride Corporation was granted an option for repurchase upon completion of repayment and all lease and grant repayments have now been fully satisfied by Pilgrim's Pride Corporation. The City of Nacogdoches is now satisfying its contractual obligations by reconveyance of the above mentioned 0.212 acre, more or less, back to Pilgrim's Pride Corporation.

Additionally, the proposed Ordinance authorizes the Mayor to execute any and all conveyance instruments necessary for the transfer of the aforementioned real property.

FINANCIAL:
No financial impact associated with this item

CITY CONTACT: Jeff Davis, City Attorney
davisj@nactx.us
936-559-2503

ATTACHMENTS:
1. Land Conveyance Ordinance - Pilgrim's Pride
2. Special Warranty Deed - Pilgrims Pride

STATE OF TEXAS	§
	§
COUNTY OF NACOGDOCHES	§
	§
CITY OF NACOGDOCHES	§

ORDINANCE FOR THE CONVEYANCE OF REAL PROPERTY

ORDINANCE NO. 1850-12-20

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, FOR THE CONVEYANCE OF 0.212 ACRE OF LAND, MORE OR LESS, TO PILGRIM'S PRIDE CORPORATION, AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCMUENTS OF CONVEYANCE, MAKING FINDINGS, PROVIDING FOR A SEVERABILITY CLAUSE, ESTABLISHING AN EFFECTIVE DATE, ESTABLISHING PROPER NOTICE AND OPEN MEETING, AND ORDERING APPROPRIATE FILING.

WHEREAS, the City of Nacogdoches and the Texas Department of Economic Development entered into Texas Capital Fund Contract Number 717002 for the public purpose of furthering economic development; and

WHEREAS, in order to retain and expand the present number and types of jobs in the Nacogdoches area, the aforementioned agreement called for advancement of grant funds from the Texas Department of Economic Development to the City of Nacogdoches; and

WHEREAS, in order to achieve the above mentioned purposes, the City of Nacogdoches and Pilgrim's Pride Corporation entered into a Community and Business Agreement for Real Estate Improvements authorized under Texas Capital Fund Contract Number 717002; and

WHEREAS, pursuant to said Community and Business Agreement, the City of Nacogdoches provided assistance to Pilgrim's Pride Corporation for the construction of facility improvements with grant funds received from the Texas Capital Fund; and

WHEREAS, in order to facilitate plant expansion, Pilgrim's Pride Corporation donated an approximate 0.212 acre site from its existing Nacogdoches facility to the City of Nacogdoches for construction of a spiral freezer system; and

WHEREAS, funds in the amount of one million four hundred fifty thousand dollars ($1,450,000.00) were advanced from the Texas Department of Economic Development to the City of Nacogdoches for achievement of the above operational expansions; and

WHEREAS, the advancement of said grant payments were provided in the form of a zero interest loan; and

WHEREAS, in order to set forth certain protections for the City of Nacogdoches and secure repayment of the grant funds, a Lease and Grant Repayment Agreement was entered into by and between the City of Nacogdoches and Pilgrim's Pride Corporation; and

WHEREAS, under said lease and grant agreement, Pilgrim's Pride Corporation was required to make lease payments in the amount of $6,041.67 per month for a term of 240 months; and

WHEREAS, under the additional terms under the Lease and Grant Repayment Agreement, Pilgrim's Pride Corporation was granted an option for repurchase upon completion of repayment; and

WHEREAS, all lease and grant repayments have now been fully satisfied by Pilgrim's Pride Corporation, the City of Nacogdoches is now satisfying its contractual obligations by reconveyance of the above mentioned 0.212 acre, more or less, back to Pilgrim's Pride Corporation.

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

1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and in furtherance of a public purpose and are adopted and incorporated in the body of this Ordinance.

2. The City Council adopts this ordinance thereby officially conveying the 0.212 acres of land, more or less, to Pilgrim's Pride Corporation.

3. It is further ordained that the Mayor is hereby authorized to execute any and all conveyance instruments necessary for the transfer of the aforementioned real property.

4. It is further ordained that the Mayor execute any additional documents, either she or the City Attorney, find reasonable or necessary to complete the conveyance and that such be done as soon as the Mayor deems possible.

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

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

7. This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

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

PASSED AND APPROVED, this the 15th day of December, 2020, by a vote of ____(*ayes*) to _____ (*nays*) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
SHELLEY BROPHY, Mayor

ATTEST:

_____
JAN VINSON, City Secretary

APPROVED AS TO FORM:

_____
JEFFERSON B. DAVIS, City Attorney

SPECIAL WARRANTY DEED

CITY OF NACOGDOCHES, a Texas Municipal Corporation, hereinafter referred to as "**Grantor**," whether one or more, of the County of Nacogdoches, State of Texas, for and in consideration of ONE MILLION FOUR HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS ($1,450,000.00), less the full amount of fixed rental payments actually received by Lessor, and other good and valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to PILGRIM'S PRIDE CORPORATION, a Texas corporation, hereinafter referred to as "**Grantee**," whether one or more, whose address is P.O. Box 630910, Nacogdoches, Texas 75961, all of the following described real estate situated in Nacogdoches County, Texas, to wit:

See the attached Exhibit A for the legal description.

This conveyance is made and accepted subject to the following matters, to the extent the same are still in force and effect:

any and all restrictions, covenants, conditions, exceptions, reservations, easements, rights-of-way, conflicts, encroachments, area and boundary discrepancies, taxes, liens, assessments, charges, claims, and encumbrances, if any, applicable to and enforceable against the above described property as shown by the records of the county clerk of said county and all zoning laws, regulations, and ordinances of municipal and/or other governmental agencies and authorities relating to the above described property.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the above-named Grantee and Grantee's heirs, successors, and assigns forever. Grantor does bind Grantor and Grantor's heirs, successors, and assigns to WARRANT AND DEFEND, all and singular, the said Property unto the said Grantee and Grantee's heirs, successors, and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

Dated this_____, 2020.

CITY OF NACOGDOCHES

By_____

Name:_____

Title:_____

STATE OF _____ §

COUNTY OF _____ §

Before me _____, on this day personally appeared _____, the _____of CITY OF NACOGDOCHES, a Texas Municipal Corporation, known to me (or proved to me on the oath of _____ or through _____(description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, on behalf of said Municipal Corporation.

Given under my hand and seal of office, this _____ day of _____, _____.

_____
Notary Public
Printed Name: _____

(Seal)

My commission expires on _____

AFTER RECORDING RETURN TO:

PILGRIM'S PRIDE CORPORATION
P.O. Box 630910
Nacogdoches, Texas 75961

Exhibit A

Legal Description

BEING 0.212 acres of land situated in the W.P. Rusk Survey, A-500, Nacogdoches County, Texas, and a portion of Lot 2 of the Butt Street Subdivision recorded in Volume 5, Page 53 of the Map and Plat Records of Nacogdoches County, Texas, said tract also being the same parcel conveyed in a deed from Pilgrim's Pride Corporation to the City of Nacogdoches on October 8, 2000 recorded in Volume 1514, Page 147 Deed Records of Nacogdoches County, and more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap set on the Southwesterly right-of-way line of Martin Luther King Boulevard (formerly Butt Street, called 80' width, Vol. 289, Page 182, Deed Records of Nacogdoches County, Texas), being the Easterly Northwest corner of said Lot 2 of Butt Street Subdivision and the Northeast corner of Lot 1 of said Butt Street Subdivision;

THENCE S 73°38'16" E, with the common line of said Martin Luther King Boulevard and said Lot 2, a distance of 91.45 feet to a 5/8" iron rod with cap set for corner;

THENCE S 04°59'34" W, parallel with and 89.85 feet easterly from the common line of said Lot 1 and Lot 2, a distance of 94.19 feet to a 5/8" iron rod with cap set for corner;

THENCE N 85°00'26" W, a distance of 89.65 feet to a 5/8" iron rod with cap set on said common line of Lot 1 and Lot 2;

THENCE N 04°59'34" E, with said common line, a distance of 112.22 feet to the POINT OF BEGINNING and containing within these calls 0.212 of one acre of land.

PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Personnel Matters – Pursuant to Texas Government Code Section 551-074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this Executive Session is to discuss compensation and job description for Municipal Court Judge.

SUMMARY/BACKGROUND:

FINANCIAL:

CITY CONTACT:

ATTACHMENTS: