



September 6, 2022

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

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

Members of the public who wish to submit comments on a listed agenda item by telephone 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 September 6, 2022. For all timely requests received, staff will call the submitted phone numbers directly during the meeting when the corresponding item comes up for comment. NOTE: The incoming phone call from City staff will be an unfamiliar number.

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

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to speak about items not listed on the agenda. In order to address City Council please complete the Open Forum Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, City Council shall not discuss, deliberate, or make any decisions on items discussed during Open Forum. Comments are limited to 3 minutes per person. Open Forum is limited to the first 5 citizens who submit an Open Forum Form.
4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes for August 16, 2022 regular meeting and August 24, 2022 special meeting. (City Secretary)
 - B. Consider approval of multiple Indefinite Deliverable Indefinite Quantity contracts by and between the City of Nacogdoches and Norit Americas, Inc., Chameleon Industries, Inc., DXI Industries, Inc. and Univar Solutions for various chemicals used in water and wastewater treatment in a not-to-exceed total budgeted amount of \$905,048. (Assistant Director of Public Works)

- C. Consider approval of an Indefinite Deliverable Indefinite Quantity contract by and between the City of Nacogdoches and Longview Asphalt, Inc. for asphalt products and limestone base material used in Public Works operations in a not to exceed total budgeted amount of \$250,000.00. (Assistant Director of Public Works)
 - D. Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and the City of Lufkin for the provision of law enforcement during an emergency. (Interim Police Chief)
 - E. Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and Rusk County for the provision of law enforcement during an emergency. (Interim Police Chief)
 - F. Consider approval of interlocal agreement by and between the City of Nacogdoches and Deep East Texas Self Insurance fund for workers' compensation services for fiscal year 2022-2023 that includes volunteers and additional services. (Director of Human Resources)
 - G. Consider contract award of \$47,307.37 to WorkQuest and Oak Creek Center for City park clean-up. (Community Services Director)
 - H. Consider contract award not to exceed \$19,341.76 to WorkQuest and Oak Creek Center for City roadside clean-up. (Community Services Director)
6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
- A. Receive an annual report from the Boys and Girls Club of Deep East Texas. (Community Services Director)
 - B. Consider approval of an agreement between the City of Nacogdoches and the Boys and Girls Club of Deep East Texas for essential services in the amount of \$70,000. (Community Services Director)
 - C. Consider approval of a resolution of support of the Better Together's Common Agenda to improve the mental health, health, wellness, and well-being of the residents in the County of Nacogdoches. (City Manager and Chair of Better Together)
 - D. **Public Hearing:** Consider a request to amend the Development Plan of a Planned Development District for approximately 3 acres, being Lots 5 and 6, Block 4, of the Creek Bend Subdivision – Unit 2, generally located at the southeast corner of South Steen Dr. and Creek Bend Blvd. This request has been submitted by SFA Creek Bend Homes, LLC. Case File PD2022-03 (City Planner)
 - E. Recieve a presentation of the 2023 Annual Budget and Marketing Plan for the

Convention and Visitors Bureau. (CVB Executive Director)

- F. **Public Hearing:** Hold a public hearing and receive citizen input on the FY2022-2023 Proposed Budget (Finance Director)
 - G. Consider ordinance of the City of Nacogdoches, Texas approving and adopting annual budget for fiscal year beginning October 1, 2022 and ending September 30, 2023; providing that said expenditures for said fiscal year shall be made in accordance with said budget, unless otherwise authorized by an ordinance adopted by City Council; providing for a repeal clause; providing a severability clause; providing an effective date. (Finance Director)
 - H. Consider approval of Ordinance No. 1927-09-22 amending Chapter 10 "Aviation", Article II "Administration", Division 2. Airport Advisory Board, Section 10-56, "Composition; Appointment; Term" of the Code of Ordinances of the City of Nacogdoches, Texas. (Airport Manager)
 - I. Consider approval of a change order to the construction contract of the ongoing 2022 Street Paving Project #1 in the amount of \$77,251.00 (Assistant Director of Public Works)
7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
- A. Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:
 - 1. Discuss or deliberate regarding commercial or financial information the City has received from business projects the City body seeks to have locate in the City of Nacogdoches and with which the City is conducting economic development negotiations; and
 - 2. Deliberate offer of financial or other incentive to business prospects described by Subdivision 1 above.
 - B. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the duties of a public officer or employee. The subject of this Executive Session is to discuss and give feedback to the City Manager regarding his annual evaluation.
8. Open for action, if any, on Executive Session item(s).
9. 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 September 1, 2022 at 11 a.m. and remained posted until meeting convened.

Jan Vinson, City Secretary



City Council Meeting

Date: September 6, 2022

Agenda Item: 5.A.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes for August 16, 2022 regular meeting and August 24, 2022 special meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. Minutes 08.16.22
2. Minutes 08.24.22



Regular Session
Nacogdoches City Council
August 16, 2022 – 5:30 p.m.
City Council Room – City Hall
202 East Pilar Street

DRAFT

City Council present in person: Mayor Jimmy Mize, Council Members, Roy Boldon, and Chad Huckaby. **Virtual Attendance:** Council Member Belanger **Absent:** Council Member Amelia Fischer

1. Called to order at 5:30 p.m.
2. Pledge of Allegiance.
3. Cody Best, President Nacogdoches Professional Firefighters Association, spoke during Open Forum about the condition of the fire stations and needed improvements.

Phil Mahar, citizen, spoke about the tax rate for the upcoming budget process. He discussed concerns about the proposed employee retention payment and underfunded health insurance program being paid from reserves. He also said some items which were proposed to be funded by Certificates of Obligation should be a part of the regular budget.

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

- A. Consider approval of minutes for August 2, 2022 regular meetings.
- B. Consider acceptance of a 20 foot wide Storm Sewer Easement from Little Zion Baptist Church, for an existing regional storm drain line, over and across Lots 41-A, 41-B, 42, 42-B, and a "future-use" lot, located at 315 Shawnee Street.
- C. Consider approval of the 2022 Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) grant project proposal.
- D. Consider approval of an interlocal agreement between Nacogdoches County and the City of Nacogdoches to provide assistance to the City from the Justices of the Peace in the event that the City Judge is unable or unavailable to perform magistrate duties.
- E. Consider approval of a contract between the City of Nacogdoches and Chastang Ford for the purchase of seven (7) fleet vehicles by BuyBoard Contract.
- F. Consider approval of an ordinance amending Ordinance No. 1881-09-21 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2021 and ending September 30, 2022 for overages in fleet vehicle purchases.

Council Member Chad Huckaby moved approval of Items 5.A through 5.D; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote.

Drew Flores, Purchasing Contract Specialist reviewed Item 5.E stating the new vehicles will replace current vehicles.

Drew Flores, Purchasing Contract Specialist stated that the budget amendment discussed in Item 5.F is for purchasing the fleet vehicles in 5.E.

Council Member Kathleen Belanger moved approval of Items 5.E and 5.F; motion duly seconded by Council Member Chad Huckaby and carried by unanimous vote.

6. **REGULAR AGENDA:**

Minutes unofficial until approved by City Council

- A. **Public Hearing:** Consider a request to amend and/or revoke the Specific Use Permit, pursuant to Section 118-174 of the Code of Ordinances, for a 'Garden Shop & Plant Sales – Display or Greenhouse', in a B-1 Local Business zoning district, for Lot 1, Block 1 of The Plant Shed Subdivision, located at 3123 Appleby Sand Rd. This request has been initiated by the Nacogdoches City Planner. **(PLEASE NOTE THAT THIS ITEM WAS POSTPONED FROM THE REGULAR MEETING OF THE CITY COUNCIL ON JULY 19, 2022.)**

Mayor Mize stated that he had a conflict of interest regarding Item 6.A; therefore there will not be a quorum of City Council in person to hear this item. Mayor Mize stated that Item 6.A is postponed to the City Council meeting on September 20, 2022.

- B. **Public Hearing:** Consider a request for a Zone Change from I-2, Heavy Industrial to R-4, Multifamily for approximately 3 acres, being a portion of Lot 5 of the OTR Place Subdivision, generally located on the west side of Old Tyler Road, approximately 850 feet north of Powers Street. This request has been made by Universal Construction & Remodeling, LLC. Case Number ZON2022-07. (City Planner)

Alaina Helton, City Planner, reviewed the request for a zone change stating the majority of the area is R-4. Ms. Helton also discussed a conservation and preservation lot west of the proposed lot which is to be preserved in perpetuity.

Ten notices were mailed to property owners in the 200 foot notification area and no one responded for or against the re-zoning. Two residents did attend the August Planning and Zoning Commission meeting expressing concerns about excess traffic and environmental issues.

Debra Leonard, owner several properties on Old Tyler Road stated the area in question is a very charming area and would like to know what will be built on the property.

City Council discussed Section 8 Housing, proposed development of the property, drainage, conservation and preservation lot, and uses for I-2, Heavy Industrial.

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

- C. Consider approval of a Main Street Beautification Grant as proposed by the Main Street Advisory Board and Main Street Manager.

Jessica Sowell, Community Services Assistant Director, stated the beautification grants were proposed by the Main Street Advisory Board to assist small businesses and building owners to beautify and make repairs to their property downtown.

Preservation funds shall be awarded to selected applicants to cover 100% of eligible project costs up to \$1,500. Funds can only be applied to properties inside the Downtown National Register Historic District. The funding for this project comes from money raised during the annual Nacogdoches Wine Swirl event.

If approved by City Council the grant application process would start October 3, 2022.

Council Member Chad Huckaby moved approval; motion duly seconded by Council Member Kathleen Belanger and carried by unanimous vote.

- D. Presentation of proposed 2022-2023 budget and calculated property tax rate.

Finance Director Pam Curbow reviewed the 2022-2023 proposed budget including the new calculated rates for 65 years old and older tax ceiling, and the additional homestead exemption. She also reviewed General Fund, Sanitation Fund and Utility Fund revenues and expenditures.

City Council discussed retention payments for employees, capital expenditures, self insurance fund, sales tax calculations, equipment replacement fund, discretionary funds, proposed new positions, and depleting reserves.

Council Member Belanger asked to see how much of the Police Department budget is used to supplement other departments or reserves.

City Manager Mario Canizares discuss Police modified step pay, assignment pay, recruitment and retention pay.

Brandy Cartwright, member of the Parks Advocacy League, stated she has seen a difference recently in spending funds to improve the City. She said Nacogdoches is very conservative which is seen in maintenance of equipment and infrastructure.

Phil Mahar, who lives on Raguet Street, stated it is abnormal for the employee not to pay a portion of their health insurance. He said insurance should be paid by the employer and the employee and not from fund balance. Mr. Mahar also said the City should finalize the Police Officer step pay plan prior to implementing it.

City Council also discussed personnel costs, merit system, step pay implementation and cost.

Chris Englert, who lives in Nacogdoches County, spoke about vacancies in the Police Department stating the City should do what is necessary to keep vacant positions filled.

Council Member Huckaby asked for metrics on employee retention across all City departments in order to quantify where most vacancies are.

Council Member Belanger said the focus should be on the Police Department since they are losing officers and not the Fire Department.

Council Member Boldon said that everyone should be treated fairly and all employees should be included.

Interim Police Chief Scott Weems and Fire Chief Keith Kiplinger spoke in favor of step pay and retention pay for their employees.

Fire Chief Kiplinger also discussed fire station maintenance, employee salaries and challenges in retaining long tenured employees.

City Council directed staff to include Police Officer and Fire Fighter step pay in the 2022-2023 budget.

E. City Council record vote on Property Tax Rate for 2022-2023 fiscal year.

Pam Curbow, Finance Director reviewed taxable value, new property added, prior year tax rate, no-new-revenue tax rate, voter-approval tax rate and 2022/2023 proposed tax rate. Ms. Curbow explained that City Council will be voting to propose a tax rate which will be the maximum the City can ratify in September 2022.

Council Member Roy Boldon moved approval to set the proposed tax rate at \$0.5848/\$100 valuation; motion duly seconded by Council Member Chad Huckaby and carried by the following vote:

Ayes: Mayor Mize, Council Members Boldon, Belanger and Huckaby
Nays: None

Convened in Executive Session at 8:46 p.m.

7. **EXECUTIVE SESSION:**

A. Security – Pursuant to Texas Government Code, Section 551.076, deliberations regarding the deployment, or specific occasions for implementation of security personnel or devices; or a security audit.

8. City Council reconvened in Regular Session at 9:30 p.m. taking no action.

9. Adjourned 9:20 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary



Special Session
Nacogdoches City Council
August 24, 2022 – 5:30 p.m.
C.L. Simon Recreation Center
1112 North Street

DRAFT

City Council present in person: Mayor Jimmy Mize, Council Members Roy Boldon, Amelia Fischer and Chad Huckaby. **City Council present virtually:** Council Members Kathleen Belanger.

1. Called to order at 5:31 p.m.
2. Pledge of Allegiance.
3. No one spoke during Open Forum.

4. **REGULAR AGENDA:**

- A. Consider approval of a resolution to proceed with the issuance of Certificates of Obligation for the City of Nacogdoches for the funding of constructing, improving and equipping fire-fighting facilities, including acquisition of land.

Mario Canizares, City Manager, discussed background, timeline, anticipated cost and funding options regarding the Capital Improvement Plan stating that he fully stands behind these projects. He said he was approached by a couple of City Council Members who said that removal of the fire station project from the Certificate of Obligation may stop the petition that is being circulated by Philip Blackburn. Mr. Canizares said he spoke with Mr. Blackburn and that Mr. Blackburn agreed the petition would go away if the fire station project was removed from the Certificate of Obligation.

Fire Chief Kiplinger discussed combining two fire stations which would increase the number of firefighter on each fire engine. He also discussed cancer prevention initiatives, ISO rating and station maintenance.

Council Member Huckaby spoke about his support for the Fire Department.

Council Member Boldon stated he supports the funding of a new fire station.

Sean Black, firefighter, spoke in support of the Certificates of Obligation. He discussed the poor living conditions of all the fire stations.

Chuck French, firefighter, also spoke in support of the Certificates of Obligation stating it is time for changes to be made to the fire stations.

Council Member Fischer stated this is an unacceptable way to treat people who put their lives at risk for this community.

Council Member Belanger discussed renovating the fire stations, ISO rating and volunteer firefighters to help staff the fire stations.

Irie Montes asked about number of engines at each fire station.

Rodney Ray asked about how many firefighters go into a burning building and how many firefighters must stay outside for safety reasons. He also discussed cancer causing agents and exhaust in buildings.

Vickie Boatman asked how long the Fire Department has been understaffed and why have we waiting so long to address these issues.

Ryan Head stated not approving the fire station would be highly egregious.

Anne Keehnan stated that she trusts City staff and the decisions they make.

Ted Smith, local insurance agent spoke in reference to the ISO rating and its affect on homeowner insurance policies.

Minutes unofficial until approved by City Council

Matthew Gallagher spoke in support of upgrading the fire stations and supporting the firefighters.

Ronnie Collins spoke in support of the Certificates of Obligation.

Steven Wright urged citizens to support the Fire Department.

Dustin Beavers spoke about firefighter response times.

Sammy Smith stated he is not for or against these items but it is the manner in which staff has gone about this. Mr. Smith said he encourages the City to issue a bond and put it to a vote of the citizens.

Mary McCleary said she is worried about the economy. She stated the decision should be given to the people that will be paying for this debt.

Philip Blackburn discussed the ISO rating. He also said that he wanted the fire station project pulled from the Certificate of Obligation because the fire station plan is not ready to be moved forward. Mr. Blackburn said that he wants the fire station to remain downtown.

Abigail Duncan asked about the tax rate and stated that she is more than happy for her taxes to increase to fund this project.

Brad Maule stated he admires all the fire fighters. Mr. Maule said someone had come in and divided the citizens; maybe they were hired to do that. He also said that staff and City Council were afraid to put this to a vote of the people. He addressed the audience stating they were being manipulated into hating each other.

Nicole Ivancic stated she has done research on Certificates of Obligation and she believes the City should continue to use resources proved by the State of Texas.

Lynda Greer, downtown business owner, stated she had heard that the last time she spoke at a City Council meeting that the City Manager rolled his eyes at her. She said that all citizens deserve respect from City staff and City Council. Ms. Greer went on to say that buildings have to be maintained over the years. She also stated that it seems logical to remodel the downtown fire station which would save money.

Richard Fischer, downtown business owner, said he would be happy to pay more taxes to fund the entire Certificate of Obligation. He said the needs of the Fire Department are obvious and the remaining projects were also very important.

Brandi Cartwright, Parks Advocacy League, stated that the City Manager has done an amazing job and spoke in support of the Certificate of Obligation. Ms. Cartwright stated that she is confident in the decisions the City is making to move forward with the Certificates of Obligation.

Milton Moorner said he'd like to see the City keep an ISO rating of 2. He also discussed Fire Station Location Plan.

David Schoffner said that his biggest concern is taking the decision out of the taxpayer's hands.

Phil Mahar said that if the current City bonds expire in September then the tax rate decreases and it is very important to the City that the citizens don't get to see that money. Mr. Mahar said the majority of the money from the Certificate of Obligation will not be spent for several years but the citizens will still be paying taxes on it. He also stated the City should let the citizens decide.

City Engineer Steve Bartlett discussed when the Certificate of Obligation money would be available, when projects might start and the timeline if this was put to a vote by the citizens. He also discussed shovel ready drainage projects and street paving projects.

Council Member Belanger discussed fire station location report and need for more fire stations in the near future. She asked about other funding sources and cost per square foot to build the new station.

Fire Chief Kiplinger explained that the cost is estimated and the City has not expended money on plan design.

Finance Director Pam Curbow responded to Council Member Belanger's inquiry about other funding sources stating that Grant Works is looking at applying for a \$500,000 CDBG grant.

Council Member Boldon said that it is time to stop passing the baton to future City Councils and staff. Mr. Boldon said the list of projects is critical to the growth, safety and well being.

Council Member Belanger stated that she would like to create a taskforce to look at alternative to keep the fire station downtown, examine number of fire stations needed, ways to save money, naming opportunities and create a specific budget.

Council Member Huckaby said that the City has serious capital improvement needs and we will be faced with challenges that we have to face together. He said his biggest concern is we have approached this whole process in a way that does not build trust with the residents. He also said that he has to support moving forward with the Certificate of Obligation.

Mayor Mize said the he does not believe any of these projects can be left out and the City has to move forward. He also stated that the fire department needs adequate facilities, the parks need updating and the infrastructure needs to be improved.

Mayor Mize moved approval of Item 4.A; motion duly seconded by Council Member Roy Boldon.

Council Member Kathleen Belanger made a motion to amend the original motion to include a taskforce to examine all possibilities and cost savings mechanisms, and before expenditures are made that we have a specific budget approved by City Council; motion duly seconded by Council Member Chad Huckaby.

Discussion included continuing with Certificate of Obligation, land acquisition, moving the fire station out of downtown and the design phase.

Amended motion failed by the following vote:

Ayes: Council Members Belanger and Huckaby

Nays: Mayor Mize and Council Members Boldon and Fischer

Council Member Huckaby asked what is the harm in getting public input. He also said we are just going down the same path again.

Mayor Mize called for a vote on the original motion to approve Item 4.A which carried by a unanimous vote of City Council.

- B. Consider approval of a resolution to proceed with the issuance of Certificates of Obligation for the City of Nacogdoches for the funding of constructing, improving, and equipping Parks facilities.

Brandi Cartwright, Parks Advocacy League, spoke in support of Item 4.B.

Council Member Huckaby asked for a brief overview of the parks restrooms and how they compare to what we currently have.

Community Service Director Brian Bray stated that the new restrooms will be a more modern design that is easily cleaned and maintained. He also stated there is an option to lock restrooms when the parks are closed to help deter vandalism.

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

- C. Consider approval of a resolution to proceed with the issuance of Certificates of Obligation for the City of Nacogdoches for the funding of constructing, improving, and renovating streets, alleys, culverts and bridges, including drainage and erosion control, landscaping, screening walls, curbs, gutters, sidewalks, lighting, signage, and traffic signalization, incidental thereto, and acquisition of land and rights-of-way reconstruction projects therefor.

Council Member Huckaby asked for an overview of what is included in these projects.

Public Works Director Steve Bartlett explained the scoring system for City streets stating these streets are a 3-5 on the scoring scale. He is anticipating 60 to 63 streets will be constructed, improved or renovated.

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

- D. Consider approval of a resolution to proceed with the issuance of Certificates of Obligation for the City of Nacogdoches for the funding of constructing and improving flood control and drainage facilities, and improvements including the acquisition of land and rights-of-way therefor.

Council Member Huckaby asked for an overview of what is included in these projects.

Public Works Director Steve Bartlett stated that staff chose the most critical drainage issues to construct and/or improve. He also stated that some of the projects are already designed and ready to go to bid.

Council Member Boldon discussed land acquisition for these projects.

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

- E. Consider approval of a resolution to proceed with the issuance of Certificates of Obligation for the City of Nacogdoches for the total funding of infrastructure projects in the amount not to exceed \$21,100,000.

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

- F. Hold a discussion and give staff direction regarding the proposed 2022-2023 budget.

Pam Curbow, Finance Director, stated that step pay for Fire and Police has been added to the budget per City Council request. She also stated the only changes to the budget between August 17, 2022 and present was a clarification to the use of reserves in the general fund by segregating out capital equipment, special projects and capital improvement program. Also, the entire ARPA funds will be in the 2022-2023 budget rather than separated over the next two budgets. She is also requesting to move \$1 million of excess reserves in the utility fund for future CIP which leaves 33% over the reserve requirement. Ms. Curbow also reviewed the updated budget calendar.

5. Adjourned 8:38 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary

PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of multiple Indefinite Deliverable Indefinite Quantity contracts by and between the City of Nacogdoches and Norit Americas, Inc., Chameleon Industries, Inc., DXI Industries, Inc. and Univar Solutions for various chemicals used in water and wastewater treatment in a not-to-exceed total budgeted amount of \$905,048. (Assistant Director of Public Works)

SUMMARY/BACKGROUND: The City of Nacogdoches utilizes a number of different chemicals in the treatment of water and wastewater at various facilities across the City. On August 25, 2022, the City received bids for the purchase of annual bulk chemicals which were not in a renewal period. The chemicals in this bid include Activated Carbon, Liquid Aluminum Sulfate, Anhydrous Ammonia, Caustic Soda, Chlorine Gas, Hydrofluorosilicic Acid and Sulfur Dioxide. Activated Carbon is primarily used for taste and odor control when treating surface water from Lake Nacogdoches. Liquid Aluminum Sulfate (Alum) aids in binding solids in water so that they can settle out and be removed in the treatment process. Anhydrous Ammonia is used to combine with Chlorine in the treatment process to form Chloramines which is a residual disinfection agent in the water transmission system throughout the City. Caustic Soda is used for corrosion control in the water by raising the pH value. Chlorine is added to water and wastewater to kill pathogens that are harmful to humans when consumed. Hydrofluorosilicic Acid (Fluoride) is an additive to drinking water which helps to prevent tooth decay. Sulfur Dioxide is used to remove excess chlorine from wastewater at the end of the treatment process before it is released into the environment.

Bidders were allowed to bid on one or all of the chemicals and the award of low bid contracts are considered individually for each chemical. Bids were comprised of individual Unit Prices (per pound, per ton, etc.) with no minimum or maximum quantity guaranteed. Due to the volatility of current markets, unit prices will be agreed upon quarterly and can be escalated or deescalated based on the Bureau of Labor Statistics' Producer Price Index.

Eleven (11) suppliers submitted bids for one or more of the chemicals listed. The following companies were found to be the lowest qualified bidder for a particular chemical:

Norit Americas, Inc.	Activated Carbon - \$0.88/dry lb
Chameleon Industries, Inc.	Liquid Aluminum Sulfate - \$0.1925/dry lb
DXI Industries, Inc.	Anhydrous Ammonia - \$1.88/lb
	Caustic Soda - \$0.5745/dry lb
	Chlorine Gas - \$2,074.00/ton
	Sulfur Dioxide - \$1,883.00/ton
Univar Solutions	Fluoride - \$3.30/gallon

Other bidders included Affinity Chemical, CarbPure Technologies, Chemtrade Chemicals US, G2O Technologies, Pencco, Inc., Shannon Chemical Corporation and Shrieve Chemical

Company. Affinity Chemical submitted a bid of \$0.0888 for Liquid Aluminum Sulfate, however that was based on wet poundage. They withdrew their bid and the second low bid has been recommended for award.

Staff recommends the award of an annual IDIQ contract to the low bidders for each chemical, as shown, as our 2022-2023 bulk chemical suppliers.

FINANCIAL:

Item is budgeted:

Account No.: 30.36 610.80

Account Name: *Water Production Supplies & Materials*

Amount: \$583,308

Item is budgeted:

Account No.: 30.39 610.80

Account Name: *Wastewater Treatment Supplies & Materials*

Amount: \$321,740

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

Not Applicable

CITY CONTACT: Case Opperman, Assistant Director of Public Works
oppermanc@nactx.us
936-559-2515

ATTACHMENTS: 1. Bid Tab



Bid Tabulation

2022 Water Utilities Bulk Chemicals
Thursday, August 25, 2022 @ 2:00 PM

Vendor	Activated Carbon (\$/dry ton) (\$/dry lb)	Liquid Aluminum Sulfate (\$/dry lb)	Anhydrous Ammonia (\$/lb)	Caustic Soda (\$/dry lb)	Chlorine Gas (\$/ton)	Hydrofluorosilicic Acid (\$/gallon)	Sulfur Dioxide (\$/ton)
Affinity Chemical, LLC		*0.0888					
CarbPure Technologies, LLC	2,280.00 1.14						
Chameleon Industries, Inc.		0.1925					
Chemtrade Chemicals US, LLC		0.24					
DXI Industries, Inc.			1.88	0.5745	2,074.00		1,883.00
G2O Technologies, LLC		0.286					
Norit Americas, Inc.	1,760.00 0.88						
Pencco, Inc.						3.3252	
Shannon Chemical Corporation						6.17	
Shrieve Chemical Company				0.63			
Univar Solutions		0.228		0.605		3.30	

*Submitted price was \$0.0888423/dry lb. Part C of Quotation Form in Bid Documents requires unit prices be set to no more than four (4) decimal places.

**Low bid for Liquid Aluminum Sulfate was given based on wet poundage. Vendor has withdrawn their bid and second low bid will be awarded.

Low Bid	Activated Carbon (\$/dry lb)	Liquid Aluminum Sulfate (\$/dry lb)	Anhydrous Ammonia (\$/lb)	Caustic Soda (\$/dry lb)	Chlorine Gas (\$/ton)	Hydrofluorosilicic Acid (\$/gallon)	Sulfur Dioxide (\$/ton)
Norit Americas, Inc.	0.88						
Chameleon Industries, Inc.		0.1925					
DXI Industries, Inc.			1.88	0.5745	2,074.00		1,883.00
Univar Solutions						3.30	

City of Nacogdoches – Water Utilities Department

P.O. Drawer 635030 • Nacogdoches, TX 75963 • (936) 564-5046 • Fax (936) 569-2729 •
www.ci.nacogdoches.tx.us • Home of Stephen F. Austin State University • www.sfasu.edu

PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of an Indefinite Deliverable Indefinite Quantity contract by and between the City of Nacogdoches and Longview Asphalt, Inc. for asphalt products and limestone base material used in Public Works operations in a not to exceed total budgeted amount of \$250,000.00. (Assistant Director of Public Works)

SUMMARY/BACKGROUND: The City utilizes a number of different products in patching and paving streets, stabilizing excavations, etc. in Public Works' typical functions, spending approximately \$250,000 per year. On August 23, 2022, the City received bids for the purchase of annual asphalt products and limestone base material.

Bidders were allowed to bid on one or all of the products and the award of low bid contracts are considered individually for each product. Bids were comprised of individual Unit Prices (per ton) with no minimum or maximum quantity guaranteed. Unit prices are agreed on quarterly with price adjustments (increase or decrease) based on the United States Bureau of Labor Statistics' Producer Price Index and purchases will be made by purchase order. Upon completion of the one-year term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to two (2) additional one (1) year renewals under the terms of the contract. One (1) supplier submitted a bid for these products:

Longview Asphalt, Inc. Type D Hot Mix Asphalt - \$99.00/ton
 Type C Hot Mix Asphalt - \$97.50/ton
 Type A, Grade 2 Limestone Base - \$40.50/ton

Staff recommends the award of an annual unit price contract to Longview Asphalt, Inc. as our 2022-2023 asphalt product and limestone base supplier.

FINANCIAL:

Item is budgeted: Account No.: 01.26 620.30
 Account Name: *Street Maintenance*
 Amount: \$250,000

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

Infrastructure

CITY CONTACT: Case Opperman, Assistant Director of Public Works
 oppermanc@nactx.us
 936-559-2515

ATTACHMENTS: 1. Bid Tab



Bid Tabulation

2022 Asphalt Products & Limestone Base
Tuesday, August 23, 2022 @ 2:00 p.m.

Vendor	Type D Hot Mix Asphaltic Concrete (\$/ton)	Type C Hot Mix Asphaltic Concrete (\$/ton)	Type A, Grade 2 Limestone Base (\$/ton)
Longview Asphalt	99.00	97.50	40.50

Bid Award	Type D Hot Mix Asphaltic Concrete (\$/ton)	Type C Hot Mix Asphaltic Concrete (\$/ton)	Type A, Grade 2 Limestone Base (\$/ton)
Longview Asphalt	99.00	97.50	40.50

City of Nacogdoches – Public Works Department

P.O. Drawer 635030 • Nacogdoches, TX 75963 • (936) 559-2580 • Fax (936) 559-2589 •
www.ci.nacogdoches.tx.us • Home of Stephen F. Austin State University • www.sfasu.edu



City Council Meeting

Date: September 6, 2022

Agenda Item: 5.D.

PRESENTER: Scott Weems, Interim Police Chief

ITEM/SUBJECT: Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and the City of Lufkin for the provision of law enforcement during an emergency. (Interim Police Chief)

SUMMARY/BACKGROUND: Mutual Aid agreements allow law enforcement agencies to aid and assist other participating law enforcement agencies during an emergency by assigning some of their resources, equipment, and/or law enforcement personnel to the affected agency as circumstances permit. These agreements recognize the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment, and/or law enforcement personnel of individual law enforcement agencies. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens during an emergency.

The City of Nacogdoches has participated in the past and this agreement merely updates the existing agreement.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. Mutual Aid Agreement - City of Lufkin

Mutual Aid Agreement

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS MUTUAL AID AGREEMENT (the "Agreement") is made and entered into by and between the City of Nacogdoches, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Nacogdoches City Commission, and the City of Lufkin, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Lufkin City Council. This agreement is made pursuant to chapter 791 of the Texas Government code (the Interlocal Cooperation Act), as amended, chapter 418 of the Texas Government code (the Texas Disaster Act of 1975), as amended, and chapter 362 of the Texas Local Government Code.

Section 1

Purpose of Agreement

This agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies or incidents that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of the Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency or incident by assigning some of their resources, equipment, and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of the Agreement. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens by enabling other law enforcement agencies to provide additional resources, equipment, and/or law enforcement personnel as needed.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment, and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or technological cause, including by not limited to fire, flood earthquake, wind, storm, hazardous materials spill, or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state, or federal government.

Incident: A law enforcement incident that exceeds the physical or organizational capabilities of a local law enforcement agency. Typical incidents include, but are not limited to: barricaded persons, hostage situations, sniper situations, or high-risk felony arrests.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Texas Commission on Law Enforcement) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the state of Texas.

Stricken law enforcement agency: A participating law enforcement agency which has a primary jurisdiction over the site of the emergency but due to insufficient resources, equipment, and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

- A. Each undersigned party agrees that in the event of an emergency, it will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or safety of its personnel.
- B. It is expected that requests for mutual aid under the Agreement will be initiated only when the needs of the stricken agency exceeds its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.
- C. Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present of the stricken law enforcement agency to request

assistance from an aiding law enforcement agency, he is hereby authorized to do so under the terms of this mutual aid agreement.

The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
 - Immediately determine if the requested resources, equipment, and/or law enforcement personnel can be committed to the stricken law enforcement agency.
 - Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.
- D. At the emergency site, the most senior officer of the stricken law enforcement agency present shall assume full responsibility and command for operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.
- E. The chief law enforcement officers of the participating agencies will establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated, and tested at regular intervals.

Section 4

No Indemnity or Debt Created by this Agreement

- A. The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as deemed to be an Agreement for the benefit of any third party or parties, or no third party or parties shall have any right or action whatsoever hereunder for any cause whatsoever.
- B. The participating agencies further agree that each agency will be responsible for defending its own respective entity and personnel in any action, claim, or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees arising from or related to such action, claim, or dispute.
- C. The participating agency regularly employing the law enforcement officer shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses. The stricken law enforcement agency whose authorized official requested the services shall reimburse the aiding law enforcement agency within 30 days of reimbursement being requested in writing. Any payments made under this Agreement (1) will be based on cost recovery, (2) will fairly

compensate for the services performed and (3) will be made from the current revenues available to the paying party. The parties agree that when outside sources are available, they will seek reimbursement of any expenses incurred under this agreement from other possible funding sources in the manner required by the funding source. The parties agree they will cooperate in seeking reimbursement from any source including any monies set aside by federal and state authorities for law enforcement grants, disaster aid or any other funding source.

- D. By entering into this Agreement, no party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act, as amended.

Section 5 Adoption and Termination

This mutual aid agreement shall be in full force and in effect when approved by the governing body of the participating agency and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his/her law enforcement agency.

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other agencies.

This signatory certifies that this mutual aid agreement has been adopted and approved by ordinance, resolution, memorandum of understanding, or other manner adopted by law.

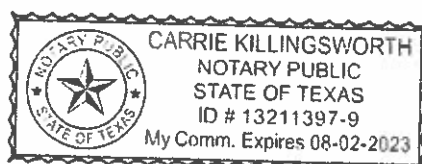
City of Nacogdoches

Mayor Date

Scott Weaver 8-15-22
Chief of Police Date

Attest:
Carrie Killingsworth
Notary Public, State of Texas

8-15-2022
Date



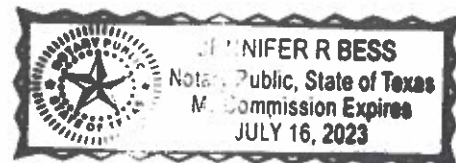
City of Lufkin

[Signature] 8/11/2022
Mayor Date

[Signature] 081122
Chief of Police Date

Attest:
Jennifer R. Bess
Notary Public, State of Texas

August 11, 2022
Date



[4]



City Council Meeting

Date: September 6, 2022

Agenda Item: 5.E.

PRESENTER: Scott Weems, Interim Police Chief

ITEM/SUBJECT: Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and Rusk County for the provision of law enforcement during an emergency. (Interim Police Chief)

SUMMARY/BACKGROUND: Mutual Aid agreements allow law enforcement agencies to aid and assist other participating law enforcement agencies during an emergency by assigning some of their resources, equipment, and/or law enforcement personnel to the affected agency as circumstances permit. These agreements recognize the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of individual law enforcement agencies. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens during an emergency.

The City of Nacogdoches has participated in the past and this agreement merely updates the existing agreement.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. Mutual Aid Agreement - Rusk County

Mutual Aid Agreement

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS MUTUAL AID AGREEMENT (the "Agreement") is made and entered into by and between the City of Nacogdoches, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Nacogdoches City Commission, and Rusk County under the laws of the State of Texas, acting by and through its governing body, the Rusk County Commissioners' Court. This agreement is made pursuant to chapter 791 of the Texas Government code (the Interlocal Cooperation Act), as amended, chapter 418 of the Texas Government code (the Texas Disaster Act of 1975), as amended, and chapter 362 of the Texas Local Government Code.

Section 1

Purpose of Agreement

This agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies or incidents that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of the Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency or incident by assigning some of their resources, equipment, and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of the Agreement. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens by enabling other law enforcement agencies to provide additional resources, equipment, and/or law enforcement personnel as needed.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment, and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill, or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state, or federal government.

Incident: A law enforcement incident that exceeds the physical or organizational capabilities of a local law enforcement agency. Typical incidents include, but are not limited to: barricaded persons, hostage situations, sniper situations, or high-risk felony arrests.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Texas Commission on Law Enforcement) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the state of Texas.

Stricken law enforcement agency: A participating law enforcement agency which has a primary jurisdiction over the site of the emergency but due to insufficient resources, equipment, and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

- A. Each undersigned party agrees that in the event of an emergency, it will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or safety of its personnel.
- B. It is expected that requests for mutual aid under the Agreement will be initiated only when the needs of the stricken agency exceeds its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.
- C. Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present of the stricken law enforcement agency to request

assistance from an aiding law enforcement agency, he is hereby authorized to do so under the terms of this mutual aid agreement.

The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
 - Immediately determine if the requested resources, equipment, and/or law enforcement personnel can be committed to the stricken law enforcement agency.
 - Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.
- D. At the emergency site, the most senior officer of the stricken law enforcement agency present shall assume full responsibility and command for operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.
- E. The chief law enforcement officers of the participating agencies will establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated, and tested at regular intervals.

Section 4

No Indemnity or Debt Created by this Agreement

- A. The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as deemed to be an Agreement for the benefit of any third party or parties, or no third party or parties shall have any right or action whatsoever hereunder for any cause whatsoever.
- B. The participating agencies further agree that each agency will be responsible for defending its own respective entity and personnel in any action, claim, or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees arising from or related to such action, claim, or dispute.
- C. The participating agency regularly employing the law enforcement officer shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses. The participating agency whose authorized official requested the services shall reimburse the original participating agency after the payment is made and reimbursement is requested. Any payments made under this Agreement (1) will be based on cost recovery, (2) will fairly compensate for

the services performed and (3) will be made from the current revenues available to the paying party. The parties agree that when outside sources are available, they will seek reimbursement of any expenses incurred under this agreement from other possible funding sources in the manner required by the funding source. The parties agree they will cooperate in seeking reimbursement from any source including any monies set aside by federal and state authorities for law enforcement grants, disaster aid or any other funding source.

- D. By entering into this Agreement, no party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act, as amended.

Section 5 Adoption and Termination

This mutual aid agreement shall be in full force and in effect when approved by the governing body of the participating agency and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his/her law enforcement agency.

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other agencies.

This signatory certifies that this mutual aid agreement has been adopted and approved by ordinance, resolution, memorandum of understanding, or other manner adopted by law.

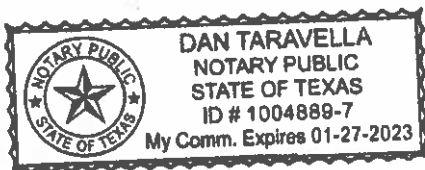
City of Nacogdoches

Mayor Date

Scott Weem 06/08/22
Chief of Police Date
interim

Attest:
Dan Taravella
Notary Public, State of Texas

6-8-22
Date



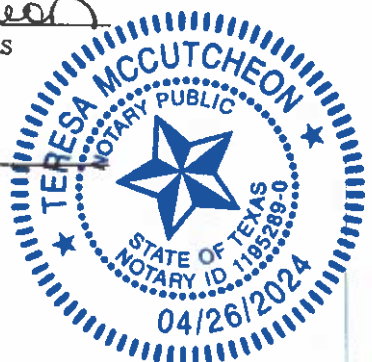
Rusk County

Robert Kuykendall 3/14/2022
County Judge Date
Judge Pro Tem

Johnny Vally 3/14/22
Sheriff Date

Attest:
Teresa McCutcheon
Notary Public, State of Texas

3/14/2022
Date



[4]

PRESENTER: Bonita Hall, Director of Human Resources

ITEM/SUBJECT: Consider approval of interlocal agreement by and between the City of Nacogdoches and Deep East Texas Self Insurance fund for workers' compensation services for fiscal year 2022-2023 that includes volunteers and additional services. (Director of Human Resources)

SUMMARY/BACKGROUND: The City has had our workers' compensation insurance with Deep East Texas Self Insurance for many years. The current agreement ends in September 2022. We requested quotes from three companies and received two quotes, from Deep East Texas Self Insurance and Texas Municipal League (TML). Once we sought to add volunteers to the original interlocal agreement as well as additional services such as quarterly reviews and on-site loss prevention services, the quote from Deep East Texas Self Insurance proved to be the most appropriate. Staff recommends entering into an agreement with Deep East Texas Self Insurance for workers' compensation insurance.

FINANCIAL:

This item is budgeted in the amount of \$243,292.00.

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

Not Applicable

CITY CONTACT: Bonita Hall, Director of Human Resources
hallb@nactx.us
936-559-2565

ATTACHMENTS:

1. Quote
2. Interlocal Agreement
3. Amendment to Interlocal Agreement for Volunteers
4. Amendment to Interlocal Agreement for Additional Services



Deep East Texas Self Insurance Fund

Workers' Compensation Self – Insurers' Fund

WORKERS' COMPENSATION INFORMATION PAGE

PARTICIPANT:
Nacogdoches, City of
Member 14
P.O. Drawer 635030
Nacogdoches, Texas 75963

DATE PREPARED: 06/29/2022
CONTRACT PERIOD: 10/1/2022 to 10/1/2023

Estimated Billing

Code	Classification of Operations	Payroll	Rate	Modified Premium
4511	ANALYTICAL CHEMIST	162,915.00	0.38	\$619.00
5506	STREET CONST/HVY EQ OPERATORS	413,532.00	1.72	\$7,113.00
570	VOLUNTEERS	863,200.00	0.91	\$7,855.00
7423	AIRPORT OPERATORS	124,687.00	1.18	\$1,471.00
7520	WATERWORKS	1,386,177.00	1.46	\$20,238.00
7580	SEWAGE DISPOSAL	327,899.00	0.54	\$1,771.00
7704	FIREMEN	4,674,418.00	2.04	\$95,358.00
7720	LAW ENFORCEMENT	4,382,271.00	0.91	\$39,879.00
8391	AUTOMOTIVE REPAIR	241,714.00	1.20	\$2,901.00
8810	CLERICAL OFFICE EMPLOYEES	4,789,522.00	0.38	\$18,200.00
8831	HOSPITALS - VETERINARY	232,610.00	2.51	\$5,839.00
8838	PUBLIC LIBRARIES-PROF & CLER	288,776.00	0.39	\$1,126.00
9015	BUILDING NOC-OPERATION BY OWNER OR LESSEE	215,348.00	2.99	\$6,439.00
9102	PARKS & RECREATION - ALL EMP	404,716.00	2.44	\$9,875.00
9220	CEMETARY OPERATORS	200,173.00	3.14	\$6,285.00
9403	GARBAGE COLLECTION	776,402.00	2.36	\$18,323.00
Total Manual Premium				\$243,292.00
Experience Modification				1.00
Modified Premium				\$243,292.00
Schedule Rating Factor				0.00%
Schedule Rating Amount				\$0.00
Manual Premium Adjustment				\$0.00
Annual Premium				\$243,292.00



**DEEP EAST TEXAS
SELF INSURANCE FUND**

**INTERLOCAL
AGREEMENT**

BETWEEN

**Deep East Texas
Self Insurance Fund**

AND

City of Nacogdoches

(hereinafter referred to as the **POLITICAL SUBDIVISION**)

The DEEP EAST TEXAS SELF INSURANCE FUND, hereinafter referred to as the "FUND", does hereby agree with the above-named **POLITICAL SUBDIVISION**, in consideration of the premiums paid, agreement to be bound by provisions set forth in the Bylaws of the FUND, and the reliance upon the statements of the **POLITICAL SUBDIVISION** in its application and subject to the limits, exclusions, conditions and other terms, enter into this Insuring Agreement in accordance with Chapter 504 Texas Labor Code.

COVERAGE A – WORKERS' COMPENSATION

1. The FUND agrees to pay promptly, when due, all compensation and other benefits required of the **POLITICAL SUBDIVISION** by the Workers' Compensation Law of the State of Texas, Chapter 504 Texas Labor Code.

COVERAGE B – EMPLOYERS' LIABILITY

2. Subject to the terms, conditions, exclusions provided by the policy of Excess Workers' Compensation and Employers' Liability Insurance issued to the Fund, the FUND agrees to pay on behalf of the **POLITICAL SUBDIVISION** all sums (subject to the Limits of Liability shown below) which the **POLITICAL SUBDIVISION** shall become legally obligated to pay as damages because of bodily injury to one or more employees, by accident or disease, including death at any time resulting therefrom. The **POLITICAL SUBDIVISION** shall not incur additional premium for **COVERAGE B**.

Limits of Liability (Employer's Liability)

Our liability to pay for damages is limited and is explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages coverage by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit show for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of

employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.
 - \$1,000,000 Bodily Injury by accident - each accident
 - \$1,000,000 Bodily Injury by disease - each employee
 - \$1,000,000 Bodily Injury by disease - policy limit
3. Workers' Compensation Law. The unqualified term, "Workers' Compensation Law", means that Workers' Compensation Law and Occupational Disease Law adopted and set forth in Chapter 504 Texas Labor Code.
4. The contraction of disease is not an accident within the meaning of the word "Accident" and the term "Bodily Injury by Accident"; and only such diseases that result directly from a bodily injury by accident is included within the term "Bodily Injury by Accident". The term "Bodily Injury by Disease" include only such diseases as is not included within the term "Bodily Injury by Accident".
5. This Agreement applies only to injuries by accident occurring during the Agreement period; or by disease caused or aggravated by exposure, of which the last day of the last exposure under the employment of the POLITICAL SUBDIVISION, to conditions causing the disease, occurs during the Agreement period.
6. This Agreement does not apply to punitive or exemplary damages on account of bodily injury to, or death of, any employee employed in violation of law; or with respect to any employee employed in violation of law with a knowledge or acquiescence of the POLITICAL SUBDIVISION.
7. The premium charged under the Agreement will be determined as set forth by the Board of Directors by the power given them as set forth in the Bylaws of the FUND.
8. Workers' compensation rates and rating plans of the Texas Department of Insurance are hereby adopted as guides, but by such adoption it is recognized that the rating structure promulgated by the Texas Department of Insurance is not applicable to self-insurance, and there is no intention to bestow authority of this plan of self-insurance upon the Texas Department of Insurance. Any reference at any time in this agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not to be construed as being contrary to the self-insurance concept except where the context clearly indicates no other interpretation such as, but not limited to, the reference to "reinsurance".
9. Terms of Agreement: The terms of this Agreement will run from 12:01 a.m. 10-01-2022, and renew annually thereafter until cancelled by the FUND or POLITICAL SUBDIVISION.
10. The FUND and any rating authority having jurisdiction by law shall each be permitted, but not obligated, to inspect at any reasonable time the work places, operations, machinery and equipment of the POLITICAL SUBDIVISION. Neither the right to make inspections, nor the making thereof, nor any report thereof, shall constitute an undertaking on behalf of, or for the benefit of, the POLITICAL SUBDIVISION or others; to determine or warrant that such working places, operations, machinery or equipment are safe.

The FUND and any rating authority having jurisdiction by law shall each be permitted to examine the POLITICAL SUBDIVISION payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records of any and every kind, at any reasonable time during the Agreement period, and any extension thereof, and within three years after termination of this Agreement, as far as they show, or tend to verify, the amount of remuneration or other premium basis, or related to the subject matter of this Agreement.
11. When an injury occurs, written notice shall be given by, and on behalf of, the POLITICAL SUBDIVISION to the FUND, or any of it's authorized agents, as soon as practical. Such notice shall contain particulars sufficient to identify the POLITICAL SUBDIVISION and the injured person or persons, also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of available witnesses, etc., to complete the required injury reports.
12. If claim is made, or suit or other proceedings are brought against the POLITICAL SUBDIVISION concerning Workers' Compensation Insurance, the POLITICAL SUBDIVISION shall immediately forward to the FUND every demand notice, summons or other process received by them.

13. The POLITICAL SUBDIVISION shall cooperate with the FUND and, upon the FUND'S request, shall attend hearings and trials and shall assist in affecting the settlements, securing evidence, obtain the attendance of witnesses and the conduct of suits or proceedings. The POLITICAL SUBDIVISION shall not, except at its own expense, voluntarily make any payment, assume any obligation, incur any expense, other than for such immediate medical and other services at the time of injury as required by the Workers' Compensation law.
14. The FUND shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation law under this Agreement. The obligations of the Fund shall be enforced by such person, or for his benefit by any agency authorized by law, whether against the FUND alone, or jointly with the POLITICAL SUBDIVISION. Any default of the POLITICAL SUBDIVISION shall not relieve the FUND of any of its obligations under the Workers' Compensation law.
15. As between the employee and the FUND, notice or knowledge of the injury on the part of the POLITICAL SUBDIVISION shall be noticed or acknowledged as the case maybe, on the part of the FUND; the jurisdiction of the POLITICAL SUBDIVISION, for the purpose of the Workers' Compensation law, shall be the jurisdiction of the FUND and the FUND shall, in all things, be bound by, and subject to, the findings, judgments, awards, decrees, orders or decisions rendered against the POLITICAL SUBDIVISION in the form and manner provided by such law and with the terms, limitations or provisions of this Agreement, not inconsistent with such law.
16. All provisions of the Workers' Compensation law shall be and remain a part of this Agreement as fully and completely as if written herein, as far as they apply to compensation of the benefits provided by this Agreement and to special taxes, payments to security or other special funds and the assessments required of, or levied against, compensation fund under such law or amendments thereto; and nothing herein shall relieve the POLITICAL SUBDIVISION by the other terms of this policy.
17. The POLITICAL SUBDIVISION shall reimburse the FUND for any payments required of the FUND under the Workers' Compensation law, in excess of the benefits regularly provided by this law, because of injury to any employee by reason of a serious and willful conduct of the POLITICAL SUBDIVISION, or any employee of the POLITICAL SUBDIVISION in violation of law with the knowledge or acquiescence of the POLITICAL SUBDIVISION or any officer thereof. This provision shall also apply to the misclassification of an employee to the detriment of the FUND.
18. In the event of any payment under this Agreement the FUND shall be subrogated to all the rights of recovery thereof of the POLITICAL SUBDIVISION and any person entitled to the benefits against any person or organization, and the POLITICAL SUBDIVISION shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The POLITICAL SUBDIVISION shall do nothing after a loss to prejudice such rights.
19. This Agreement can be cancelled by either POLITICAL SUBDIVISION or FUND with 60 days written notice.
20. By acceptance of this Agreement, the POLITICAL SUBDIVISION agrees that the statements in the application are their agreements in representation, that this Agreement is issued in reliance upon the truth of such representations, and that this Agreement embodies all agreements existing between the POLITICAL SUBDIVISION and the FUND.
21. In witness whereof, the FUND has caused this Agreement to be signed by its Director or Assistant Director.

FUND REPRESENTATIVE

Dustin Hill

Printed Name

Dustin Hill

Signature

6-14-2022

Date

POLITICAL SUBDIVISION REPRESENTATIVE

Printed Name

Signature

Date

Think Safety & Work Safely



DEEP EAST TEXAS SELF INSURANCE FUND

150 West Milam • P.O. Box 960 • Jasper, Texas 75951 • (409) 384-5444
1-800-944-0859
FAX (409) 384-7953

www.detsif.com

**Amendment to
Interlocal Agreement
Deep East Texas Self Insurance Fund
Volunteer Coverage**

In consideration of the Political Subdivision's request for payment of additional benefits and in further consideration of the Fund's agreement to pay such benefits, the Interlocal Agreement between the Fund and the Political Subdivision dated 10/1/2022 is amended as set forth below.

1. Coverage for Volunteers and Elected/Appointed Officials. If the governing body of the Political Subdivision has adopted a resolution to provide workers' compensation coverage for volunteers and elected/appointed officials as required by law, such volunteers and elected/appointed officials, while acting within the course and scope of their official duties, shall be covered by the Interlocal Agreement as any other employee of the Political Subdivision. Such coverage shall be for full medical benefits and the minimum compensation payments under the law in accordance with the provisions of the Texas Labor Code, Section 504.012.
 - a. The Political Subdivision chooses to cover the following categories of personnel for workers' compensation and agrees to pay the premium for the payroll classifications set forth in the Political Subdivision's Workers' Compensation Information Page for Estimated Billing:
 - Boards and Commissions
 - Inside volunteers
 - Outside Volunteers
 - b. The Fund shall pay benefits in accordance with Texas Labor Code, Section 504.012 and this Amendment.
 - c. The Political Subdivision agrees that adequate premium for the above exposures must be collected by the Fund. As such, the Political Subdivision agrees that the reportable compensation for premium computation purposes for each person covered under this Amendment shall be \$5,200 per year for each elected/appointed official and volunteer. An accounting of the number of such volunteers shall be reported to the Fund on an annual basis, subject to audit by the Fund.
2. This Amendment shall be subject to all the terms, provisions, and conditions of the Interlocal Agreement and nothing herein contained shall vary, alter, or extend any term, provision, or condition of the Interlocal Agreement except as specifically stated herein.

Effective this 1 day of October 2022.

SIGNATURES FOLLOW ON THE NEXT PAGE

Amendment to Interlocal Agreement: Volunteers

DEEP EAST TEXAS SELF INSURANCE FUND

CITY OF NACOGDOCHES

By: Dustin Hill

By: _____

Dustin Hill
Assistant Director

Mario Canizares
City Manager

Date: 8/18/2022

Date: _____

**Amendment to
Interlocal Agreement
Deep East Texas Self Insurance Fund
Additional Services**

In consideration of the Political Subdivision's request for additional services and in further consideration of the Fund's agreement to provide such services, the Interlocal Agreement between the Fund and the Political Subdivision dated 10-01-2022, is amended as set forth below.

1. Additional Service

- a. The Fund will provide contact information for Fund staff and third-party administrator personnel in the same manner as provided to all Political Subdivisions.
- b. The Fund will conduct quarterly claims review meetings to discuss up to 10 active claims identified by the claims adjuster or requested by the Political Subdivision for additional information. The claims review meetings shall be conducted via Zoom with the Political Subdivision and shall include members of the Fund staff as well as claims personnel from the Fund's third-party administrator.
- c. The Fund will provide standard quarterly loss reports to the Political Subdivision. Special reports requested by the Political Subdivision will be made available based upon mutual agreement of the Fund and the Member.

2. Loss Prevention Services

- a. The Fund and its third-party administrator shall provide quarterly on-site loss prevention services to the Political Subdivision per year based upon the loss prevention service plan agreed to by the Fund and the Political Subdivision on an annual basis. The Member will not be charged for agreed-upon loss prevention services but the costs associated with such services shall be considered part of the Member's available 3% safety credit.
 - i. The loss prevention service plan shall include surveys to assist in the detection, control and potential prevention of physical and environmental hazards that contribute to accidents and workplace injuries.
 - ii. The loss prevention service plan shall include education, instruction, and training to help the Political Subdivision minimize accidents and workplace injuries.
- b. The Fund will provide the Political Subdivision with access to the library of training resources and publications available to all Political Subdivisions. The training resources are linked on the Fund website, www.detsif.com, and login

Amendment to Interlocal Agreement: Additional Services

credentials will be provided. None of the loss prevention services provided to the Political Subdivision by the Fund or its third-party administrator, nor any report thereof, shall constitute an undertaking on behalf of the Fund to guarantee or warrant that such working places, operations, machinery or equipment of Political Subdivision are safe or free from potential accident or workplace injury. It is the Political Subdivisions' responsibility to address issues related to physical and environmental hazards that contribute to accidents and workplace injuries.

3. This Amendment shall be subject to all the terms, provisions, and conditions of the Interlocal Agreement and nothing herein contained shall vary, alter, or extend any term, provision, or condition of the Interlocal Agreement except as specifically stated herein.

Effective this 1 day of October, 2022.

SIGNATURES FOLLOW ON THE NEXT PAGE

Amendment to Interlocal Agreement: Additional Services

DEEP EAST TEXAS SELF INSURANCE FUND

CITY OF NACOGDOCHES

By: _____

By: _____

Dustin Hill
Assistant Director

Mario Canizares
City Manager

Date: _____

Date: _____



City Council Meeting

Date: September 6, 2022

Agenda Item: 5.G.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider contract award of \$47,307.37 to WorkQuest and Oak Creek Center for City park clean-up. (Community Services Director)

SUMMARY/BACKGROUND: The City of Nacogdoches contracts with Oak Creek Center to clean park pavilions and restrooms, restock supplies as needed, empty trash cans and pick up trash within 14 city parks. The City has contracted with Oak Creek since 2012. For the last 10 years, Oak Creek has cleaned the large parks three times a week and the smaller parks two times a week. Starting with FY 22-23, Oak Creek will now clean the large parks five times a week. The list of large versus small parks is found on page four of the contract. Oak Creek employs over 100 people with intellectual developmental disabilities. Out of their 100 employees, 18 to 22 work in Nacogdoches on a weekly basis.

WorkQuest provides funding for Community Rehabilitation Programs such as Oak Creek Center. Oak Creek then employs individuals in and around the community.

FINANCIAL:

Item is budgeted:

Account No.: 01.23.630.77

Account Name: *Janitorial Services*

Amount:\$47,307.37

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

Not Applicable

CITY CONTACT: Brian W. Bray, Community Services Director
brayb@nactx.us
936-559-2935

ATTACHMENTS:

1. Texas State Use Program Works Wonders
2. State Use Contract

Texas State Use Program WorksWonders

In 1978, the Texas State Use Program was implemented by WorkQuest, formerly TIBH Industries, to increase employment, wages and, ultimately, enhance the lives of Texans with disabilities. This initiative resulted from the efforts of the Texas Legislature, which created the State Use Program under Chapter 122 of the Human Resources Code. In the 40 years since its successful implementation, the State Use Program continues to set new marks for the number of people with disabilities employed. In the past year, more than \$39 million in wages were paid to these employees for work on state and local government contracts. To help enhance familiarity and increase involvement among purchasers from state agencies, municipalities, school districts and other political subdivisions, the State Use Program adopted a new moniker – *WorksWonders*. *WorksWonders* is a phrase demonstrating the mutually beneficial partnership involving people with disabilities and the state and local government entities that purchase the products, services and temporary employment services offered through nearly 120 statewide Community Rehabilitation Programs. It is our hope that more and more governmental entities take advantage of the many benefits associated with *WorksWonders*.

HOW IT WORKS

WorkQuest works with Community Rehabilitation Programs (CRPs) across Texas identifying and developing new products, services and temporary employment services to be offered through the *WorksWonders* Program.

- Using established criteria, WorkQuest reviews all requests and presents an application for inclusion into the *WorksWonders* Program, as well as a fair market price, to the Texas Workforce Commission.
- WorkQuest is directly involved in service contract negotiations, bringing the purchasing customer and vendor CRP to agreement on specifications and price.
- The Texas Workforce Commission determines whether each product or service is appropriate to be considered for purchase by public agencies.
- Once a product or service has been approved, WorkQuest works to develop a marketing plan for that product or service. WorkQuest's staff then implements the plan with state agencies, municipalities, school districts and other governmental entities. As products or services are bought by agencies, WorkQuest facilitates compensation between CRPs and those agencies.

- **WorkQuest Benefits**

The Governor-appointed Texas Workforce Commission is authorized by statute (1) to determine a fair market price for goods and services produced through the State Use *WorksWonders* Program (2). And, although political subdivisions are bound by law to get competitive bids, this restriction is waived (3) when purchases are made through WorkQuest.

Benefits of the Program

How We Help People With Disabilities

1. Provide stable, vocational rehabilitation for individuals with disabilities in the community.
2. Provide people with disabilities the opportunity to become self-sufficient.
3. Provide training, meaningful employment and fair wages for individuals with disabilities.

How We Help Customers

1. The program offers a wide variety of options with its products and services.
2. Each contract is negotiated individually, allowing for customization to meet specific wants and needs.

How We Help Taxpayers

1. The State Use Program has proven to reduce the cost of care for people with disabilities.
2. By adding employees with disabilities to the workforce, the program helps increase the tax base. National studies have shown a savings in public expenditures for purchases made through the State Use Program.
3. Since CRPs are located in large and small communities, the program also stimulates local area economic growth.

Contact information:

Deidra Davis » Region III, Regional Marketing Manager

101 South First Street // Lufkin, Texas 75901

Phone: 936-465-4328

E-mail: ddavis@workquest.com

STATE USE CONTRACT

This contract and agreement is entered into by and between the Receiving Party and the Performing Party (assigned CRP) based upon negotiated price and specifications and certified by WorkQuest, Inc. as a contract under the provisions of Chapter 122, Human Resources Code.

I. Contracting Parties:

Receiving Party:
City of Nacogdoches
Parks & Recreation
1112 North Street
Nacogdoches, Texas 75961

Performing Party:
Oak Creek Day Habilitation/Vocational Center, Inc.
PO Box 424
Lufkin, Texas 75902

II. Statement of Services to be Performed:

Litter Pickup at the City Parks

- 1) Performing Party to furnish all tools and equipment to perform duties.
- 2) Performing Party to furnish sufficient employees to complete all locations between sunrise and noon daily.
- 3) Bags will be supplied by the receiving party based on containers and total days to be cleaned. Additional bags will be supplied by the performing party.
- 4) Insurance will be provided by the contractor listing the City of Nacogdoches as "Additional Insured" for comprehensive general liability and comprehensive automobile liability. Workers Compensation insurance will be provided by the contractor:

a. General Liability:

Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$1,000,000 each occurrence

b. Auto Liability:

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

III. Contract Amount:

The total amount of this Contract shall not exceed \$47,307.37.

IV. Payment for Services:

The Receiving Party shall pay WorkQuest as assignee and servicing agent of Performing Party's interest in the payment under this contract (as directed), for goods and services received upon receipt of a proper invoice or voucher submitted to WorkQuest, within thirty (30) days from receipt of same.

Payment for services performed shall be billed monthly at a rate of \$3,942.28.

V. Term of Contract

This contract is to begin August 15,2022 – August 14,2023, and shall be reviewed annually or as expressly agreed by the contracting parties.

This contract may be cancelled by either party by giving thirty (30) days written notice.

THE UNDERSIGNED PARTIES do hereby certify that, (i) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected parties of Local and State Government, and (ii) the services, supplies or Contract, are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under Contract given to the lowest responsible bidder.

RECEIVING PARTY

Receiving Party further certifies that it has authority to contract for the above services by authority granted In Section 122.008, Chapter 122, Human Resources Code.

Name of Receiving Party

Authorized Signature

Date

PERFORMING PARTY

The undersigned signatory for the Performing Party hereby represents and warrants that s/he is an officer of the organization for which s/he has executed this Contract; and that the officer has full and complete authority to enter into this contract on behalf of the Performing Party and has legal authority to perform the activities provided for herein.

Tamekia Malone

Name of Performing Party

Tamekia Malone

Authorized Signature

8/10/2022

Date

CERTIFYING PARTY

WorkQuest

Deidra Davis

Authorized Signature

8/10/2022

Date

Attachment A

The following Parks shall be cleaned as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday
Festival Park (formerly Banita Creek South)	√	√	√	√	√
Banita Creek North	√	√	√	√	√
Maroney	√	√	√	√	√
Pecan Acres	√	√	√	√	√
Pioneer Acres	√	√	√	√	√
Clint Dempsey	√	√	√	√	√
Lake Nacogdoches/East	√	√	√	√	√
Lake Nacogdoches/West	√	√	√	√	√
Lake Nacogdoches Overlook	√	√	√	√	√
Woden Road/Robert McCrimmon		√		√	
Mill Pond		√		√	
Ritchie Street		√		√	
Lakeside		√		√	
Temple Spray Station		√		√	

Each park will have the following completed during each visit:

- 1) Remove all litter from the ground
- 2) Empty all trash cans into dumpsters and replace trash can liners
- 3) Clean restrooms and unplug toilets
- 4) Report any maintenance issues to City Parks Superintendent
- 5) Use blower on and around pavilions

Oak Creek Center will provide all cleaning agents for the restrooms.

City of Nacogdoches will provide toilet tissue and trashcan liners.



City Council Meeting

Date: September 6, 2022

Agenda Item: 5.H.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider contract award not to exceed \$19,341.76 to WorkQuest and Oak Creek Center for City roadside clean-up. (Community Services Director)

SUMMARY/BACKGROUND: Oak Creek provides roadside trash pick-up along approximately 21 roads inside the city limits on a 3 month rotation. The roads include the following: Staff Avenue (East and West), Pearl Street, Austin Street (East and West), North Street, South Street, Old Tyler Road, Old Lufkin Road, University Drive (North and South), Martin Luther King Boulevard, Woden Road, Shawnee Street, Rayburn Drive, Bennett Clark Road, Appleby Sand Road, Fredonia Street, Durst Street, Main Street (East and West), Martinsville Road, Gasaway Road and Sandy Lane.

The contract also includes a provision for emergency litter pick-up at a rate of \$40.00 per hour, not to exceed \$2,000.00 per year. This is used if city staff identify a section of road that needs to be cleaned, but it is not in the above list of roads.

FINANCIAL:

Item is budgeted:

Account No.: 01.18.630.77

Account Name: *Janitorial Services*

Amount:\$19,341.76

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

Not Applicable

CITY CONTACT: Brian W. Bray, Community Services Director
brayb@nactx.us
936-559-2935

ATTACHMENTS:

1. Texas State Use Program Works Wonders
2. State Use Contract

Texas State Use Program WorksWonders

In 1978, the Texas State Use Program was implemented by WorkQuest, formerly TIBH Industries, to increase employment, wages and, ultimately, enhance the lives of Texans with disabilities. This initiative resulted from the efforts of the Texas Legislature, which created the State Use Program under Chapter 122 of the Human Resources Code. In the 40 years since its successful implementation, the State Use Program continues to set new marks for the number of people with disabilities employed. In the past year, more than \$39 million in wages were paid to these employees for work on state and local government contracts. To help enhance familiarity and increase involvement among purchasers from state agencies, municipalities, school districts and other political subdivisions, the State Use Program adopted a new moniker – *WorksWonders*. *WorksWonders* is a phrase demonstrating the mutually beneficial partnership involving people with disabilities and the state and local government entities that purchase the products, services and temporary employment services offered through nearly 120 statewide Community Rehabilitation Programs. It is our hope that more and more governmental entities take advantage of the many benefits associated with *WorksWonders*.

HOW IT WORKS

WorkQuest works with Community Rehabilitation Programs (CRPs) across Texas identifying and developing new products, services and temporary employment services to be offered through the *WorksWonders* Program.

- Using established criteria, WorkQuest reviews all requests and presents an application for inclusion into the *WorksWonders* Program, as well as a fair market price, to the Texas Workforce Commission.
- WorkQuest is directly involved in service contract negotiations, bringing the purchasing customer and vendor CRP to agreement on specifications and price.
- The Texas Workforce Commission determines whether each product or service is appropriate to be considered for purchase by public agencies.
- Once a product or service has been approved, WorkQuest works to develop a marketing plan for that product or service. WorkQuest's staff then implements the plan with state agencies, municipalities, school districts and other governmental entities. As products or services are bought by agencies, WorkQuest facilitates compensation between CRPs and those agencies.

- **WorkQuest Benefits**

The Governor-appointed Texas Workforce Commission is authorized by statute (1) to determine a fair market price for goods and services produced through the State Use *WorksWonders* Program (2). And, although political subdivisions are bound by law to get competitive bids, this restriction is waived (3) when purchases are made through WorkQuest.

Benefits of the Program

How We Help People With Disabilities

1. Provide stable, vocational rehabilitation for individuals with disabilities in the community.
2. Provide people with disabilities the opportunity to become self-sufficient.
3. Provide training, meaningful employment and fair wages for individuals with disabilities.

How We Help Customers

1. The program offers a wide variety of options with its products and services.
2. Each contract is negotiated individually, allowing for customization to meet specific wants and needs.

How We Help Taxpayers

1. The State Use Program has proven to reduce the cost of care for people with disabilities.
2. By adding employees with disabilities to the workforce, the program helps increase the tax base. National studies have shown a savings in public expenditures for purchases made through the State Use Program.
3. Since CRPs are located in large and small communities, the program also stimulates local area economic growth.

Contact information:

Deidra Davis » Region III, Regional Marketing Manager

101 South First Street // Lufkin, Texas 75901

Phone: 936-465-4328

E-mail: ddavis@workquest.com

STATE USE CONTRACT

This contract and agreement is entered into by and between the Receiving Party and the Performing Party (assigned CRP) based upon negotiated price and specifications and certified by WorkQuest, Inc. as a contract under the provisions of Chapter 122, Human Resources Code.

I. Contracting Parties:

Receiving Party:
City of Nacogdoches
Parks & Recreation
1112 North Street
Nacogdoches, Texas 75961

Performing Party:
Oak Creek Day Habilitation/Vocational Center, Inc.
PO Box 424
Lufkin, Texas 75902

II. Statement of Services to be Performed:

City Litter Pickup

- 1) Performing Party to furnish all tools and equipment to perform duties.
- 2) Performing Party to furnish sufficient employees to complete all locations between sunrise and noon daily.
- 3) Bags will be supplied by the receiving party based on containers and total days to be cleaned. Additional bags will be supplied by the performing party.
- 4) Insurance will be provided by the contractor listing the City of Nacogdoches as "Additional Insured" for comprehensive general liability and comprehensive automobile liability. Workers Compensation insurance will be provided by the contractor:

a. General Liability:

Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$1,000,000 each occurrence

b. Auto Liability:

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

III. Contract Amount:

The total amount of this Contract shall not exceed \$17,341.76.

IV. Payment for Services:

The Receiving Party shall pay WorkQuest as assignee and servicing agent of Performing Party's interest in the payment under this contract (as directed), for goods and services received upon receipt of a proper invoice or voucher submitted to WorkQuest, within thirty (30) days from receipt of same.

Payment for services performed shall be billed monthly at a rate of \$1,278.48

Payment for emergency pickup shall be at the rate of \$40.00 an hour and not to exceed \$2,000.00 for the year.

V. Term of Contract

This contract is to begin August 15, 2022 – August 14, 2023, and shall be reviewed annually or as expressly agreed by the contracting parties.

This contract may be cancelled by either party by giving thirty (30) days written notice.

THE UNDERSIGNED PARTIES do hereby certify that, (i) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected parties of Local and State Government, and (ii) the services, supplies or Contract, are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under Contract given to the lowest responsible bidder.

RECEIVING PARTY

Receiving Party further certifies that it has authority to contract for the above services by authority granted In Section 122.008, Chapter 122, Human Resources Code.

Name of Receiving Party

Authorized Signature

Date

PERFORMING PARTY

The undersigned signatory for the Performing Party hereby represents and warrants that s/he is an officer of the organization for which s/he has executed this Contract; and that the officer has full and complete authority to enter into this contract on behalf of the Performing Party and has legal authority to perform the activities provided for herein.

Tamekia Malone

Name of Performing Party

Tamekia Malone

Authorized Signature

8/10/2022

Date

CERTIFYING PARTY

WorkQuest

Dudra Davis

Authorized Signature

8/10/2022

Date

Attachment A

The following named streets, as set forth below, shall herein be designated as the agreed upon stated locations for the Performing Party's services to be performed in the Litter Removal and Disposal regarding said Contract, and such terms shall be incorporated by reference herein, and stated as follows:

August 15,2022 – August 14,2023 litter removal and disposal will be performed at a frequency covering approximately 18 roads on a 3-month rotation during the stated term of said contract.

Starr East and West
Pearl Street
Austin East and West
North Street
South Street
Old Tyler Road
Old Lufkin Road
University North and South
Martin Luther King Blvd.
Woden Road
Shawnee Street
Rayburn Drive
Bennett Clark Road
Appleby Sand Road
Fredonia Street (Hwy 7 West)
Durst (Hwy 225)
Main West (Hwy 21 West)
Main East (Hwy 7 & 21 East)
Martinsville Road (University to Park)
Gasaway Road
West Austin (Pearl to Old Tyler Road)
Sandy Lane
Old Tyler Road (Powers to West Austin)
University Drive (East Austin to North Loop)

Remove, Bag and dispose of litter from the ground.



City Council Meeting

Date: September 6, 2022

Agenda Item: 6.A.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Receive an annual report from the Boys and Girls Club of Deep East Texas.
(Community Services Director)

SUMMARY/BACKGROUND: The provision of the above stated report is in accordance with the contract between the City of Nacogdoches and the Boys and Girls Club of Nacogdoches for the provision of necessary facilities, supplies, qualified staff and volunteer support for a year-round indoor swimming facility for Nacogdoches citizens, which the City deems to be a basic recreational service. In return for providing these services, the City pays \$70,000 annually (in 12 monthly installments) to the Boys and Girls Club.

FINANCIAL:

Item is budgeted:

Account No.: 01.75.630.98

Account Name: *General Fund Non-Departmental*

Amount: \$70,000 in 12 monthly installments

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

Community Engagement/Diverse Environment

CITY CONTACT: Brian W. Bray, Community Services Director
brayb@nactx.us
936-559-2935

ATTACHMENTS: 1. PowerPoint Presentation



Boys & Girls Clubs of Deep East Texas

NACOGDOCHES CITY COUNCIL PRESENTATION

TUESDAY SEPTEMBER 6, 2022

5:30 P.M.

The Boys & Girls Club of Nacogdoches originated in the late 1980's beginning at Mike Moses Junior High until a Capital Campaign helped build the club on Park Street in 1996.

The Boys & Girls Clubs of Deep East Texas, the City of Nacogdoches and the Nacogdoches Independent School District entered in to an agreement to build an aquatics center in 1998. After a capital campaign and a lead gift from the Lehmann family, the center opened in 2000.



The Aquatics center serves a number of roles in the community.

- Used by the children who are members of the Boys & Girls Club
- Used by Nacogdoches Independent School District Swim Team and water polo team
 - High School and Middle School
- Used by the Citizens of the City of Nacogdoches
 - General Swim – 3 times a day for 1-3 hour time slots – M – F
 - General Swim – 2 hours on Saturdays/Closed Sundays
 - Available for Rental by any Resident residing in Nacogdoches
- Lifeguard Training
- General CPR Classes
- Swim Lessons – Youth and Adults
- Collaboration with local Boy Scout troops
- Water Aerobics

Statistical Numbers of Pool Usage

General Open/Lap Swim

- Hours offered = 1500 Hours over the School-Year and Summer
- Total Patrons attending = 4481
 - 3198 Adults
 - 1283 Youth

Other Youth Served

Swim Team = 259 Participants

Swim Lessons = 305 Participants

Birthday Parties = 18 total party guests = 455

In the Fall of 2021, we received a 21st Century Grant

- Serving 6 additional school sites – underperforming students in underperforming schools
 - Three of those locations are in Nacogdoches
 - Fredonia (Now Mike Moses Elementary); BQJ; and Carpenter Elementary Schools
- The Grant runs for a period of 5 years – renewable annually
- Serve an additional 400 children in these locations
- The program is offered afterschool and during the summer months

Boys & Girls Club General Information

- Total Membership – 1611
 - School Year Members
 - 225 – Club Site
 - 200 – School Sites
 - Summer Members
 - 250 – Club Numbers
 - 200 – School Sites
 - Sports Programs
 - Football – 410 registered
 - Communities of Nacogdoches, Lufkin, Diboll, Corrigan
 - Gymnastics
 - This past summer was our busiest since I arrived
 - Between the 3 facilities on our campus and our 21st Century Sites we served 835 unduplicated youth this summer.

Club Hours

- School Year – Monday – Friday 3:00 – 7:00 p.m.
- Summer Months – Monday – Friday 8:00 a.m. – 5:00 p.m.

Fees are kept affordable for all

- School Year – August through May - \$75.00 per year
- Summer - June – August - \$75.00 per summer for first child \$50.00 for additional
- Partnerships with Superior and Amerigroup – Medicaid
 - Will pay for either school year or summer registration fees

Membership Demographics

- Boys 49% Girls 51%
- Ages
 - Under 12 Years Old – 80%
 - Over 13 Years Old – 20%
- Ethnicity
 - Caucasian – 35%
 - African American – 36%
 - Hispanic - 21%
 - Multiple Races – 8%

- Family Breakdown
 - Both Parents – 57%
 - Single Parent – 43%
- Meals Provided to Member – Year to Date
 - 22,000 – School Year
 - 12,300 - Summer
 - 34,300 - Total Meals – first 7 months of 2022
- Total Market Penetration of the Boys & Girls Club
 - Total Members – 1611
 - Total NISD Students – 5,940
 - % of members/NISD students – 28%
 - Penetration Rating of 1 out of every 4 children



Revenue Streams

	20/21	21/22
• Donations and Annual Campaign	26%	13%
• Fundraising Efforts	1%	10%
• Grants and Foundations	17%	20%
• Annual Contracts	19%	22%
• Membership Fees and Dues	26%	26%
• PPP Loan	11%	9%



City Council Meeting

Date: September 6, 2022

Agenda Item: 6.B.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider approval of an agreement between the City of Nacogdoches and the Boys and Girls Club of Deep East Texas for essential services in the amount of \$70,000.
(Community Services Director)

SUMMARY/BACKGROUND: The Boys and Girls Club of Deep East Texas provides necessary facilities, supplies, qualified staff and volunteer support for a year-round indoor swimming facility for Nacogdoches citizens, which the City deems to be a basic recreational service. The current agreement will expire on September 20, 2022. In return for this provision of these services to the citizens, the City of Nacogdoches pays \$70,000 annually (in 12 monthly installments) to the Boys and Girls Club of Deep East Texas.

If renewed, the contract term will be for an additional 12 months beginning October 1, 2022 and ending on September 30, 2023.

FINANCIAL:

Item is budgeted:

Account No.: 01.75.630.98

Account Name: *General Fund Non-Departmental BNG Club Expense*

Amount: \$70,000 annually in 12 monthly installments

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

Community Engagement/Diverse Environment

CITY CONTACT: Brian W. Bray, Community Services Director
brayb@nactx.us
936-559-2935

ATTACHMENTS: 1. Agreement

AGREEMENT - BOYS AND GIRLS CLUBS OF DEEP EAST TEXAS

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made and hereby deemed to be effective as of the 1st day of October, 2021, by and between the City of Nacogdoches, a home rule municipality, hereinafter referred to as “City,” and the Boys and Girls Clubs of Deep East Texas, hereinafter referred to as the “Club,” pertaining to the furnishing of essential services which constitute a public purpose in accordance with the terms and provisions set forth herein. This agreement supersedes any and all prior agreements, both oral and written, entered into by and between the City and the Club regarding the recreational facilities and services set forth herein.

I.

The City wishes the Club to provide the necessary facilities, supplies, qualified staff and volunteer support to provide certain recreational facilities, including but not limited to, a year round indoor swimming facility for the citizens of the City of Nacogdoches which the City deems to be a basic recreational service. The Club shall provide the following essential facilities, supplies, staffing, services and activities to the general public as follows:

1. Pool Facilities

The Club will provide and maintain at all times during the term of this agreement at its sole expense and in first class, good and workman like manner and condition a swimming pool and covering facility substantially in conformity with the Club's Indoor Swimming Pool (the "pool") currently in existence as of the date of this agreement. The pool, bleachers and related matters currently in existence and maintained by the Club as of the date of this Agreement shall be housed within an adequate structure to make the pool an indoor facility unaffected by seasonal weather changes.

The Club will also make available as accessory uses paved and striped parking, restrooms, seating facilities, registration area, emergency phones and the like reasonably necessary to the use and enjoyment of the pool by the public. The Club shall also furnish and apply all necessary chemicals and perform other maintenance and treatment of the pool to keep it safe for human use and within recognized chemical tolerances.

The Club will heat and/or cool the structure and/or pool to provide comfortable and appropriate year round temperatures for the pool and interior of the structure.

2. **Pool Staffing**

The Club shall provide adequate numbers of properly trained staff to operate the pool and structure and allow the public safe and comfortable use of the pool and structure. Such staff shall include at a minimum:

1. an Aquatics Coordinator;
2. adequate numbers of lifeguards properly trained and certified to perform their functions; and
3. maintenance staff as needed.

Adequate lifeguards and other staff deemed necessary by the Club shall be on duty at all times members of the public are using the facility and/or pool. This shall not require any particular staffing when private uses of the pool are made, such private uses including without limitation the Nacogdoches High School Swim Program, Summer Swim Program, Boys & Girls Club Swim Program, Ambush Swim Team, and the Sr. Masters Swim Program (all sometimes collectively referred to as “private uses”).

3. **Pool Operation**

The pool and facility shall generally be open year round with reasonable exceptions for holidays, maintenance and certain hours of the day when usage is minimal. The Club estimates that total approximate annual hours of operation will be 3,200 hours of which public use by citizens of the City will be approximately 1,500 hours per year.

Public usage of the pool and facility will be as follows:

School Year

Monday thru Friday	5:00 A.M. – 6:00 A.M. 11 A.M. - 2:00 P.M. 6:45 P.M. – 8:15 P.M.
Saturdays	12:00 P.M. - 2:00 P.M.

Summer Program

Monday thru Friday	5:00 A.M. - 7:00 A.M. 11:00 A.M. - 2:00 P.M. 6:00 P.M. - 8:00 P.M.
Saturdays	12:00 P.M. - 2:00 P.M.

Changes to the length, time of day and day of the week for public usage shall be made only with the consent of the City, such consent not to be unreasonably withheld. Recognizing that the foregoing schedule will be publicized and relied on by the public, the Club agrees to inform the City at least seven (7) days in advance of any deviations from the schedule due to swim meets, specialized classes, private parties and the like. The Club shall inform the City within twenty-four (24) hours of an unforeseen interruption of scheduled services and of injuries during public use requiring professional medical attention. The Club shall inform the City one (1) month in advance of holiday closings and scheduled substantial maintenance requiring closure of the pool.

4. **Facilities Provided in Support of After School Programs**

In addition to the provision of the above described swimming pool, the Club will make available other Club facilities, to include necessary support personnel, supplies and transportation, required for the provision of an After School Program benefitting the youth of the City.

Said Program will be available as follows:

Monday thru Friday during the school year	3:00 P.M. – 7:00 P.M.
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Monday thru Friday during the summer months	8:00 A.M. - 5:00 P.M.
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5. **Miscellaneous**

(1) The Club shall create, maintain and provide on request of the City a list of actual hours of public use of the pool.

(2) Any charges to the public for public use shall be presented to the City for prior approval, not to be unreasonably withheld. See Attachment A.

(3) The Club, in keeping with its purpose and history, shall not discriminate on account of race, sex, creed, age, national origin or any other impermissible basis.

(4) **The Club shall indemnify and hold harmless the City, its officers, officials, agents, and employees from any and all loss, injuries, damages, deaths or similar adverse matters arising out of or having to do with the construction, use, operation, or otherwise having to do with the pool and other provided facilities. It is recognized that the Club is solely and completely in charge of the construction, use and operation of the pool and other provided facilities, the specifications and requirements of the City being solely directed at assuring value to the City for its payments in partial support of the operational costs of the pool and other provided facilities.**

(5) No later than June 15 of each year or at such other date approved by the City Manager of the City, the Club shall provide a report to the City's Council containing detailed information concerning pool attendance data and general pool uses, as well as attendance and usage of other provided facilities. Additionally, the above mentioned report shall provide estimates of public attendance at all Club sponsored functions as well as a general financial report regarding overall club functions.

II.

The period of this agreement shall commence on the 1st day of October, 2022, and continue for a period of twelve (12) months from said date and ending at midnight on the 30th day of September, 2023, subject to early termination as described below. In return for the Club providing the above described facilities and services the City agrees to pay as follows:

Seventy Thousand and No/100 Dollars (\$70,000.00) per year, such amount to be prorated to reflect the actual portion of the City's fiscal year which the pool and other provided facilities will be open for public use. In the event of termination of this agreement within a fiscal year, the Club will prorata reimburse the City for that fraction of the payment attributable to months of the fiscal year following the date of termination.

This agreement shall automatically renew and continue in force on an annual basis, unless either party to this agreement notifies the other party in writing more than sixty (60) days prior to the end of the annual period of its desire to not renew the agreement or by other provisions set forth in this agreement.

III.

Either party may terminate this agreement by written notice to the other party if such other party breaches any of its obligations hereunder and does not cure such breach within thirty (30) days after receiving written demand from the other party specifying the breach in question and demanding it be cured. Such right to terminate this agreement shall be without prejudice to the other legal and equitable rights of the parties.

IV.

Venue of any action brought on or under this agreement shall lie exclusively in Nacogdoches County, Texas, and time is of the essence in this agreement and it is binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and appropriate officials on this 6th day of September, 2022, to be effective on the date for the terms herein provided.

THE CITY OF NACOGDOCHES, TEXAS

BY: _____
Mario Canizares, City Manager

BOYS & GIRLS CLUBS OF DEEP EAST TEXAS

BY: _____
Steven Davidson, President/CEO

APPROVED AS TO FORM:

Steven Kirkland, City Attorney

PRESENTER: Mario Canizares, City Manager, Erin Windham, Chair of Better Together

ITEM/SUBJECT: Consider approval of a resolution of support of the Better Together's Common Agenda to improve the mental health, health, wellness, and well-being of the residents in the County of Nacogdoches. (City Manager and Chair of Better Together)

SUMMARY/BACKGROUND: In July 2018, the Hogg Foundation for Mental Health awarded the School of Social Work at Stephen F. Austin State University a grant through its Collaborative Approaches to Well-Being in Rural Communities Initiative. The award was followed by the development of Better Together, a local collaborative focused on actively engaging residents in the process of developing a common agenda for improving mental health, health, wellness, and well-being for all who live in Nacogdoches County.

For three and a half years, this collaborative process strengthened existing relationships, listened to each other, made new friends, shared creative ideas, and worked together to develop a clearer understanding of the challenges faced in our community. The substantial investment of time and effort in these activities is a clear indication of the belief that every community member's voice is imperative to developing a better understanding of what is important for the community's well-being. The common agenda represents a culmination of this work and the stakeholders' commitment to improving mental health, health, wellness, and well-being for all residents of Nacogdoches County.

The common agenda anchor goal and goals for Nacogdoches County was approved on December 17, 2021. The goals are comprised of the following:

Anchor Goal: Build a 21st Century identity, (i.e., one that balances the "Oldest Town in Texas" with the need to move forward in the best interest of all residents).

- Goal: Ensure that affordable behavioral health care services are available to all residents.
- Goal: Provide all Nacogdoches youth with the support they need in order to develop and maintain social and emotional health.
- Goal: Create an environment where community partnerships are utilized to divert individuals with mental illness from the criminal justice system to appropriate services that allow them to maintain stability and quality of life in the community.
- Goal: Ensure affordable comprehensive health care services are available to all residents.
- Goal: Create a healthy economic environment where all residents can thrive.
- Goal: Engage in activities to raise awareness regarding issues that impact community members.
- Goal: Improve the overall health of our community by transforming it into a Blue Zone Community.
- Goal: Create an environment where all members of the community are able to meet their basic needs.
- Goal: Encourage people to reduce stress, find their purpose, and give back to the

community (creating new social networks, getting people involved in volunteering, and helping them define a sense of purpose)

- Goal: Ensure that affordable broadband service is available to all residents.

Throughout the last three and a half years, many individuals and entities volunteered to lead, listen, and sought input from several community members. These listening cafes helped establish the common goals listed above.

The request for approval of a resolution from City Council is to acknowledge the extraordinary efforts of the Better Together Initiative and to seek support for potential resources to fulfill the goals and objectives identified in the Common Agenda. A similar request for support is being made to the NISD School Board, SFASU Board of Regents, County Commissioner's Court, NEDCO, United Way, and Chamber of Commerce.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment; Infrastructure; Economic Development

CITY CONTACT: Mario Canizares, City Manager

canizaresm@nactx.us

936-559-2501

- ATTACHMENTS:**
1. Resolution
 2. Common Agenda 220120 Full Version Print
 3. Common Agenda 220120 Summ Version Print
 4. PowerPoint Presentation

RESOLUTION NO. 1311-09-22

A RESOLUTION OF SUPPORT OF THE BETTER TOGETHER'S COMMON AGENDA TO IMPROVE THE MENTAL HEALTH, HEALTH, WELLNESS, AND WELL-BEING OF THE RESIDENTS IN NACOGDOCHES COUNTY

WHEREAS, in July 2018, the Hogg Foundation for Mental Health awarded the School of Social Work at Stephen F. Austin State University a grant through its Collaborative Approaches to Well-Being in Rural Communities Initiative; and,

WHEREAS, the grant award provided for the development of Better Together, a local collaborative focused on actively engaging residents in the process of developing a common agenda for improving mental health, health, wellness, and well-being for all who live in Nacogdoches County; and

WHEREAS, for three and a half years, this collaborative process strengthened existing relationships, listened to each other, made new friends, shared creative ideas, and worked together to develop a clearer understanding of the challenges faced in the Nacogdoches community; and

WHEREAS, the substantial investment of time and effort in these activities is a clear indication of the belief that every community member's voice is imperative to developing a better understanding of what is important for the community's well-being. The common agenda represents a culmination of this work and the stakeholders' commitment to improving mental health, health, wellness, and well-being for all residents of Nacogdoches; and

WHEREAS, the Common Agenda identified the goals of the following:

Anchor Goal: Build a 21st Century identity, (i.e., one that balances the “Oldest Town in Texas” with the need to move forward in the best interest of all residents).

- *Goal: Ensure that affordable behavioral health care services are available to all residents.*
- *Goal: Provide all Nacogdoches youth with the support they need in order to develop and maintain social and emotional health.*
- *Goal: Create an environment where community partnerships are utilized to divert individuals with mental illness from the criminal justice system to appropriate services that allow them to maintain stability and quality of life in the community.*
- *Goal: Ensure affordable comprehensive health care services are available to all residents.*

- *Goal: Create a healthy economic environment where all residents can thrive.*
- *Goal: Engage in activities to raise awareness regarding issues that impact community members.*
- *Goal: Improve the overall health of our community by transforming it into a Blue Zone Community.*
- *Goal: Create an environment where all members of the community are able to meet their basic needs.*
- *Goal: Encourage people to reduce stress, find their purpose, and give back to the community*
- *Goal: Ensure that affordable broadband service is available to all residents.*

NOW THEREFORE BE IT RESOLVED, by the City Council of Nacogdoches, Texas, and the Honorable Mayor, Jimmy Mize, that the City stands in support of the Better Together Common Agenda that works to improving the mental health, health, wellness, and well-being of residents of Nacogdoches.

PASSED AND APPROVED this the 6th of September, 2022.

CITY OF NACOGDOCHES

Jimmy Mize, Mayor

ATTEST:

Jan Vinson, City Secretary

APPROVED AS TO FORM:

Steven Kirkland, City Attorney

Building and Sustaining Community Wellness in Nacogdoches County

A Common Agenda

Executive Letter

We are Better Together.

In July 2018, the Hogg Foundation for Mental Health awarded the School of Social Work at Stephen F. Austin State University a grant through its Collaborative Approaches to Well-Being in Rural Communities Initiative. The award was followed by the development of Better Together, a local collaborative focused on actively engaging residents in the process of developing a common agenda for improving mental health, health, wellness, and well-being for all who live in Nacogdoches County.

In the last three and a half years, we have strengthened existing relationships, listened to each other, made new friends, shared creative ideas, and worked together to develop a clearer understanding of the challenges we face as a community. Our substantial investment of time and effort in these activities is a clear indication of our belief that every community member's voice is imperative to developing a better understanding of what is important for our well-being. Our common agenda represents a culmination of this work and our stakeholders' commitment to improving mental health, health, wellness, and well-being for all residents of Nacogdoches County.

We would be remiss if we did not take an opportunity to point out that Better Together's successes thus far are a direct result of the hard work and dedication of our Appreciative Inquiry Team members and partners. We are also grateful for the staff and faculty of the School of Social Work who have contributed to the success of this endeavor, especially Lenola Wyatt, Julia Cañas, Chloe Sledge, Carol Levine, Dr. Jose Carbajal, and Dr. Freddie Avant. And, our accomplishments are a direct result of the support and encouragement provided by the Hogg Foundation for Mental Health, especially our program officers, Tammy Heinz and Rick Ybarra. Finally, we offer a heartfelt thank you to the Nacogdoches County residents and stakeholders who participated in conversation cafés, focus groups, and/or community listening sessions. We truly appreciate the commitment these individuals and organizations have demonstrated to improving mental health, health, wellness, and well-being in Nacogdoches County.

If you are not already involved with Better Together, we hope that you will join us as we transition from developing our common agenda to putting it into action!

Sincerely,



H. Stephen Cooper, PhD, LCSW
Project Director, Better Together
Professor & Associate Director of Research, School of Social Work
Stephen F. Austin State University

Better Together

We are Better Together

We are a group of residents who are working together to improve the mental health, health, and well-being of **all** residents of Nacogdoches County. We are all members of the community, including city, county, and school officials; public safety; business leaders; and health and human services organizations. We are committed to a process that welcomes, includes, and listens to **all** members of the community. To accomplish this, we need individuals from **all** communities in Nacogdoches County. *We need you.*

Our Context

Rural residents tend to have the same mental health challenges and needs for services as urban residents. However, comparable mental health care services are often unavailable and rural areas have unique characteristics that affect utilization of services. For Nacogdoches County, these factors, combined with systematic funding cuts for community-based mental health services, narrowing of eligibility criteria for state funded mental health services, limited access to psychiatric inpatient services, reductions in third party payment programs, and the lack of mental health parity¹, have made it increasingly difficult for residents who have a mental illness to maintain their recovery² and wellness³ in the community, especially those who have a chronic mental illness. These factors also hamper the efforts of local health and human services providers to deliver services that are imperative to maintaining recovery and wellness. For example, the lack of comprehensive community-based services increases the likelihood of a psychiatric crisis, which will most likely result in an inpatient hospitalization. And, the community-based services do not allow for adequate support of individuals returning to the community from an inpatient hospitalization. The end result being a “revolving door” between the community and inpatient services, which is counter to both recovery and wellness.

Our Beginning

Better Together was established in July 2018 through a grassroots effort to improve the mental health, health, wellness, and well-being of **all** residents of Nacogdoches County. Our project began with key partners and citizens who sought to include community members in the process of developing a common agenda⁴ to guide our efforts. Our activities are supported by funding from the Hogg Foundation for Mental Health via their Collaborative Approaches to Well-being in Rural Communities Initiative. The first phase of the process (July 2018 – December 2021) is primarily focused on working with community stakeholders to develop the common agenda. The second phase of the process (January 2022 – June 2026) will involve working with community stakeholders to implement the common agenda.

Our Approach

The primary goal of Better Together is to improve the mental health, health, wellness, and well-being of all residents of Nacogdoches County. We understand that rural communities are unique and each one should be

¹ Expectation that health insurance plans will provide equivalent coverage for health, mental health, and substance abuse conditions.

² Recovery is a “a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential” (Substance Abuse and Mental Health Services Administration, 2012).

³ Wellness is marked by the presence of a positive purpose in life, satisfying work and play, joyful relationships, a healthy body and living environment, and happiness” (Substance Abuse and Mental Health Services Administration, 2017). It includes multiple dimensions (i.e., emotional, environmental, financial, intellectual, occupational, physical, social, and spiritual).

⁴ A Common Agenda is a strategic plan based on a shared vision for change – a vision that is shared by all stakeholders. It includes a collaborative approach to addressing challenges through actions that stakeholders have identified and agreed upon. For Better Together, this is an inclusive grassroots process from identification of challenges and actions through implementation and evaluation.

approached from a holistic perspective that incorporates strengths. Given this, our approach seeks to improve the following aspects of our community:

- **Safety** – Prevent violence across the lifespan and create safe physical environments.
- **Trustworthiness** – Foster positive relationships among residents, elected officials, police, schools, and others.
- **Environment** – Ensure that opportunities for growth are available for all.
- **Collaboration** – Promote involvement of residents and partnerships among agencies.
- **Peer Support** – Engage residents in opportunities to work together on issues of common concern.
- **History, Gender, Culture** – Values and supports history, culture, and diversity.

Our approach is consistent with the population health and population mental health approaches, both of which emphasize improving the quality of care for all members of the community, while reducing inequities among groups (e.g., access to care, quality of care, cost of care). Furthermore, it allows for incorporation of resilience⁵, well-being, recovery, and wellness.

Appreciative Inquiry

Realizing and sustaining our goal of improving the mental health, health, wellness, and well-being of all residents of Nacogdoches County requires the entire community's involvement in each step of the process. Therefore, we chose to employ appreciative inquiry to engage residents and organizations. Appreciative inquiry is a community-based participatory action research⁶ method that utilizes a bottom-up approach to identifying community strengths and leveraging them to bring about change.

Our Appreciative Inquiry Team

Better Together is led by an Appreciative Inquiry Team, which consists of the project staff, partners, and key community stakeholders who have lived experience and/or knowledge of the issues (e.g., consumers, residents, community leaders, and agency representatives). The Appreciative Inquiry Team has worked together since July 2018 to ensure that the process of developing our common agenda and the agenda itself are representative of the voices, strengths, and needs of **all** Nacogdoches County residents, including those groups who are typically excluded from the decision-making processes. Our activities are based on reflection, seeking answers and solutions, validating information, and identifying priorities for change.

Common Agenda

A common agenda is a typical outcome of an extensive appreciative inquiry and enables the Appreciative Inquiry Team to plan educational activities, identify advocacy opportunities, address policies, and create change related to the well-being of the community. Our common agenda consists of specific actions identified by stakeholders that we can take to improve the mental health, health, wellness, and well-being of all residents of Nacogdoches County. It is our hope that our common agenda will help our Appreciative Inquiry Team and community stakeholders make steady progress toward:

- meeting the safety needs of all our residents;
- including diverse groups in all aspects of life in our community;
- creating an atmosphere of open, inclusive, and continuous communication in our community;
- creating an environment that is conducive to the wellness and well-being of all our community members; and
- increasing the quality of care for all members of our community, while reducing inequities among groups (e.g., access to care, quality of care, cost of care).

⁵ The capacity of individuals, families, groups, organizations, and communities to adapt to changes and overcome challenges.

⁶ A research method that actively involves community members and stakeholders in designing and planning the study; collecting information and data; analyzing and interpreting the data; and applying the results.

Common Agenda

Anchor Goal: Build a 21st Century identity (i.e., one that balances the “Oldest Town in Texas” with the need to move forward in the best interest of all residents). (87)⁷

The *anchor goal* is the foundation for Better Together’s common agenda and serves to tie the following nine goals and related objectives together:

- Ensure that affordable behavioral health care services are available to all residents.
- Provide all our youth with the support they need in order to develop and maintain social and emotional health.
- Create an environment where community partnerships are utilized to divert individuals with mental illness from the criminal justice system to appropriate services that allow them to maintain stability and quality of life in the community.
- Ensure affordable comprehensive healthcare services are available to all residents. (114)
- Create a healthy economic environment where all residents can thrive.
- Engage in activities to raise awareness regarding issues that impact community members. (110)
- Create an environment where all members of the community are able to meet their basic needs.
- Improve the overall health of our community by transforming it into a Blue Zone Community. (82)
- Ensure that affordable broadband service is available to all residents. (10)

Each of the goals along with their related objectives and tasks are outlined in the following common agenda.

Goal: Ensure that affordable behavioral health care⁸ services are available to all residents.

Objective: Increase the availability of psychiatric⁹ services for all residents.

1. Recruit and retain psychiatrists. (99)
2. Build a local inpatient psychiatric facility. (102)
3. Offer prescription medication assistance for individuals with mental illness. (28)
4. Work with local government to create incentives for psychiatrists to establish practices in our community. (19)

Objective: Increase the availability of licensed mental health service providers (e.g., Licensed Clinical Social Workers, Licensed Professional Counselors, Licensed Marriage and Family Therapists) for all residents.

1. Address mental health care provider shortages by working with local government to create incentives for mental health care practitioners to establish practices in our community. (18)
2. Explore the use of incentive programs to attract and retain mental health service providers (e.g., National Health Service Corps Rural Community Loan Repayment Program).

Objective: Increase the availability of mental health services for individuals who are not in crisis. (1)

1. Offer mental health support groups. (9)
2. Increase the availability of tele-mental health services. (7)
3. Advocate for policy changes that allow for the continuation of tele-mental health services. (6)

⁷ Elements of the common agenda that are followed by a number in parentheses were generated during the brainstorming process (Concept Mapping). The numbers are included here as a reference for the Appreciative Inquiry Team and project staff.

⁸ “Behavioral health care services” is an umbrella term that includes both mental health and substance abuse services.

⁹ Psychiatric services are those specifically provided by a psychiatrist, such as prescribing and managing medications for the treatment of mental health conditions (psychotropic medications).

Objective: Increase the availability of mental health services for community members whose primary language is Spanish.

1. Increase the availability of Spanish-speaking mental health providers. (56)
2. Offer an ongoing community outreach psychoeducation group with rotating topics for Spanish speaker. (57)
3. Develop and strengthen city, county, and state partnerships in order to increase the availability of bilingual mental health services for our community members who are without the resources to access services. (90)

Objective: Improve the ability of health care and social services providers to address the mental health needs of individuals and families who they serve.

1. Improve the ability of primary care providers to recognize, refer, and follow-up on mental health concerns. (68)
2. Improve the ability of social service providers to recognize, refer, and follow-up on mental health concerns. (69)

Objective: Increase the availability of affordable substance abuse treatment for all residents.

1. Offer affordable outpatient substance abuse treatment to individuals before they enter the criminal justice system. (25)
2. Offer affordable outpatient substance abuse treatment to individuals who are on community-based supervision (probation or parole). (26)
3. Offer a rehabilitation focused jail diversion¹⁰ program for individuals charged with drug related offenses (e.g., Drug Court).

Goal: Provide all our youth with the support they need in order to develop and maintain social and emotional health.

Objective: Increase the social and emotional health of all our youth through education and awareness.

1. Offer social/emotional learning (i.e., empathy, resiliency) as a curriculum in all of our county schools. (76)
2. Offer an emotional awareness educational group for elementary school-aged children. (70)
3. Address mental health in school districts by providing early education on how to recognize mental illness and access assistance. (32)

Objective: Increase the availability of school-based prevention and early intervention services for all children in Nacogdoches County.

1. Offer an ongoing comprehensive psychoeducational group on mental health and substance abuse for K-12 children. (55)
2. Create a program that improves K-12 students' access to tiered behavioral/emotional services (i.e., services for everyone, supportive services, and crisis intervention services). (83)
3. Provide Mental Health First Aid Training in all Nacogdoches County schools for students, parents, faculty, and staff.

¹⁰ Jail diversion programs for behavioral health issues typically suspend prosecution or sentencing in return for a commitment to actively participate in treatment and related services. The individual does not necessarily "beat the rap" and gains access to the treatment and resources needed to begin and maintain the process of recovery in a community setting.

Goal: Create an environment where community partnerships are utilized to divert individuals with mental illness from the criminal justice system to appropriate services that allow them to maintain stability and quality of life in the community.

Objective: Increase the ability of Nacogdoches County Jail to address the mental health needs of individuals who are placed in its care.

1. Partner with Burke to create a full-time mental health therapist position for the county jail. (91)
2. Provide the jail with 24 hour a day access to a psychiatrist. (92)
3. Develop a strategic partnership among the County of Nacogdoches, Nacogdoches Memorial Hospital, and Burke to provide mental health and health care services in the jail. (93)
4. Advocate for policy changes that improve the efficiency and effectiveness of jail-based mental health services.

Objective: Improve after-hours access to emergency mental health evaluations. (27)

1. Provide law enforcement with 24-hour access to a medical provider(s) to facilitate and expedite medical clearance for inpatient psychiatric facilities. (97)
2. Fund or reallocate funds to finance transportation from local hospitals to the MHEC (Mental Health Emergency Center) in Lufkin. (96)
3. Mandate mental health workers be available to emergency first responders 24 hours per day, 7 days per week. (43)
4. Seek legislative changes in order to remove barriers to accessing emergency inpatient psychiatric facilities. (98)
5. Provide emergency first responders with training to work with individuals with mental health needs. (80)
6. Identify and implement innovative alternatives to existing policies and procedures that dictate how we work together to provide emergency mental health services in order to improve the efficiency and effectiveness of those services.

Objective: Focus on efforts to improve law enforcement-community relationships. (108)

1. Encourage/facilitate ongoing communication among law enforcement officers, social services providers, and community members. (111)
2. Create opportunities for law enforcement and social services organizations to work collaboratively to address community issues. (112)

Goal: Ensure affordable comprehensive health care services are available to all residents. (114)

Objective: Increase the availability of health care services for all residents of Nacogdoches County.

1. Address health care provider shortages by working with local government to create incentives for health care practitioners to establish practices in our community. (13)
2. Collaborate with health care providers to offer triage clinics in outlying areas of the county to provide health screenings and health education. (23)
3. Integrate physical and mental health care services into school districts. (39)

Objective: Increase residents' use of preventive health care services.

1. Educate residents about the importance of preventative health care. (11)
2. Educate residents about availability of and access to preventative health care services. (12)
3. Identify and engage in strategies to increase the availability of preventative health services.

Objective: Increase awareness of elected officials and stakeholders regarding the importance of supporting efforts that expand access to affordable health care services.

1. Advocate for changes in policy regarding affordability of health care insurance. (13)
2. Support the expansion of Medicaid (benefits of doing so include funding indigent care services provided via the County Hospital, care provided to those incarcerated in jail, and prenatal care provided by the CareFirst Clinic). (103)

Goal: Create a healthy economic environment where all residents can thrive.

Objective: Increase the opportunities for residents to earn a living wage.

1. Implement an initiative to increase the number of living wage jobs in Nacogdoches County. (89)
2. Create job opportunities for residents who face employment barriers due to a criminal history. (116)

Objective: Increase the number of individuals who are ready to enter the local workforce.

1. Provide job training to create a skilled workforce. (35)
2. Provide technical and job training (K-12, associate, undergraduate, graduate). (33)
3. Collaborate across county school districts to offer a county-wide career and technical education (CTE) institute. (34)
4. Create clear pathways of “grow-your-own” from grade school to career through partnerships among businesses, schools, and community stakeholders. (45)

Objective: Increase local efforts to foster and retain innovation.

1. Provide entrepreneurial support. (44)
2. Identify and implement the supports necessary to retain local entrepreneurs and innovation.

Objective: Increase the availability of the resources necessary for the financial survival of low-income individuals and families.

1. Offer short-term low interest loans as an alternative to high interest title and payday loans. (105)
2. Offer low-income individuals and families access to affordable financial assistance.
3. Offer a financial literacy program for children, adolescents, and adults.

Goal: Engage in activities to raise awareness regarding issues that impact community members. (110)

Objective: Increase residents’ understanding of the importance of mental health, health, and wellness.

1. Offer an informational series on mental health via social media as a way to educate the general public about and normalize mental health and illness. (5)
2. Destigmatize mental health via a campaign that focuses on seeking help as a sign of strength. (37)
3. Offer testimonial-based education to create awareness about mental health and illness. (36)
4. Actively engage in targeted community outreach and education about mental health and wellness. (51)
5. Identify and engage community leaders in efforts to improve mental health, wellness, and well-being. (95)
6. Implement a culturally appropriate value-based health education program. (113)

Objective: Increase the availability and accessibility of up-to-date information about community services.

1. Develop and maintain a web-based guide for resources, services, apps, etc. related to mental health, wellness, and well-being. (54)
2. Provide physical location(s) where adults can access information about substance abuse resources. (53)

Goal: Create an environment where all members of the community are able to meet their basic needs¹¹.

Objective: Ensure that all residents have access to healthy food.

1. Address food insecurity among persons with disabilities by increasing access to local food pantries via collaborative partnerships with churches and community organizations. (14)
2. Identify and develop a plan to address the food deserts that exist within Nacogdoches County.

Objective: Reduce the poverty rate among both children and adults in Nacogdoches County.

1. Implement a program to address generational poverty. (40)
2. Actively engage in targeted community outreach and education about poverty. (61)

Objective: Increase the availability of affordable housing for all residents of Nacogdoches County.

1. Address the shortage of housing options for low-income families.
2. Address the shortage of housing options for middle-income families.

Objective: Increase the availability of childcare options for all residents of Nacogdoches County.

1. Ensure affordable childcare/daycare services are available to all residents. (109)
2. Offer affordable daycare options for parents who work shiftwork (e.g., evenings, nights, weekends).

Goal: Improve the overall health of our community by transforming it into a Blue Zone Community¹². (82)

Objective: Improve the built environment (roads, transportation options, parks, and public spaces).

1. Expand the availability of safe and useable sidewalks throughout the community. (117)
2. Construct bike lanes throughout the community. (118)
3. Improve access to social services, health care, and mental health care by expanding the days/times for Brazos Transit routes. (29)

Objective: Work with elected and government officials to promote healthy activities through municipal policies and ordinances.

1. To be determined
2. To be determined

Objective: Build healthier options into the places people spend most of their time (restaurants, schools, grocery stores, faith-based organizations, and workplaces).

1. Promote healthy lifestyles through creating access to healthy food options. (8)
2. Implement a K-12 curriculum that focuses on health, emotional health, mental health, and wellness. (60)

Objective: Forming and nurturing social groups that support healthy habits.

1. Encourage fitness activities through a program that connects all ages, demographics, and neighborhoods. (24)
2. Promote and encourage people to lead more active lives with outdoor activities. (46)

Objective: Helping people design homes that nudge them into eating less and moving more.

1. To be determined
2. To be determined

¹¹ In this context, basic needs are our physiological or survival needs (i.e., food, water, clothing, shelter, sleep). We acknowledge the importance of safety/security, love/belonging, healthcare, and education, all of which are addressed elsewhere in the common agenda.

¹² The Blue Zone Project is a community-wide approach to improving health and well-being for entire communities – please see www.bluezones.com for more information.

Objective: Encourage people to reduce stress, find their purpose, and give back to the community (creating new social networks, getting people involved in volunteering, and helping them define a sense of purpose).

1. Create opportunities for community members to interact with one another across neighborhoods and/or communities for the purpose of getting know others with who they do not normally interact. (31)
2. Strengthen communication among communities (geographical, ethnic, etc.) within Nacogdoches County. (38)
3. Offer at least monthly music events that are free to the public. (72)
4. Offer secular community trust building activities. (85)
5. Focus on building relationships among diverse groups with an emphasis on healing and transformation (e.g., Kellogg Foundation's Truth, Reconciliation, Healing, and Transformation model). (119)

Objective: Improve partnerships among stakeholders, elected officials, and government officials.

1. Create a safe space for community members to meet with government officials and local elected officials for the purpose of working together to solve local issues. (120)
2. Create an environment where transparency, trust, consensus building, and civility are norms in community decision-making. (88)
3. Create a position for a Chief Equity Officer within City and County Government. (87)

Goal: Ensure that affordable broadband service is available to all residents. (10)¹³

Objective: Continue the collaborative efforts of the Nacogdoches County Broadband Committee.

1. Collaborate with broadband providers and local officials on planning broadband projects that impact Nacogdoches County.
2. Create a technology portal/website to promote local broadband resources.
3. Track state and national broadband policy.

Objective: Increase access to reliable, fast, and affordable broadband through strategic partnerships with internet service providers, regional organizations, and local stakeholders who can expand and improve broadband infrastructure.

1. Review current and planned broadband deployments in the county.
2. Consider a broadband field validation study.
3. Pursue federal and state funding opportunities.
4. Eliminate local barriers to broadband deployment.

Objective: Increase the adoption and use of broadband and related technologies by the residents of Nacogdoches County.

1. Promote programs that help residents overcome the affordability barrier to broadband adoption.
2. Ensure that Nacogdoches residents have access to affordable internet-enabled devices that meet their needs.
3. Bring awareness and encourage the availability of public access computers across Nacogdoches County.
4. Increase digital literacy skills and digital readiness training available in Nacogdoches County.
5. Partner with public and private entities across Nacogdoches County to develop a public service announcement.

¹³ The objectives and tasks were informed by the Technology Action Plan (TAP) completed by Connected Nation under contract with Better Together and the Nacogdoches County Broadband Committee (Better Together, Stephen F. Austin State University, Nacogdoches County, City of Nacogdoches, Nacogdoches Economic Development Corporation, Nacogdoches ISD, and NacSpace). The TAP is available online at <https://connectednation.org/nacogdoches-county-texas/>.

6. Address technology related challenges to accessing services by setting up technology pods throughout the community that provide internet access, computers for use, and training on how to access information related to food, nutrition, health, medication, and housing. (22)

Objective: Increase broadband access, adoption, and use across all community sectors through a public education campaign and corresponding outreach and community workshops designed to highlight the quality of life offered by broadband.

1. Promote quality of life offered by broadband access, adoption, and use.
2. Develop curriculum for free, community workshops.
3. Utilize media partnerships to publicize upcoming workshops.

Acknowledgements

Partners

Better Together would like to thank our community and organizational partners for their support:

Burke	Community Arts Center of East Texas
Rural East Texas Health Network	Nacogdoches Progressive Leadership Group
Greater East Texas Community Action Program	Nacogdoches Area United Way
Concerned Black Men of Nacogdoches	East Texas Community Health Services
Nacogdoches Independent School District	Rev. Kyle Childress
Interdenominational Ministers' Alliance	Jim Lemon
Nacogdoches Ministerial Alliance	James Montoya
Brown Family Health Center	Jane Childress
Resilient Nacogdoches	

Appreciative Inquiry Team

Better Together would like to acknowledge our Appreciative Inquiry Team members for their hard work and dedication to this endeavor. Our past and current members include:

Gary Lee Ashcraft, Nacogdoches Area United Way	Candace Ivory, Greater East Texas Community Action
Kim Barton, Healthy Nacogdoches	Anna Kay Johnson, Community Rx Help
Marva Black, EJ Campbell Alumni Association	Teresa Land, Greater East Texas Community Action
Jordan Bridges, Burke	Kerry Lemon, Resilient Nacogdoches
Jackie Brown, Rock Haven Nursing Center	Aloma Marquis, Hungry 4 Hope
Rev. Lorraine Brown, First United Methodist Church	Shakiyla McFarland, Nacogdoches County Atty Office
Mabel Cannings, Solid Foundation	Joshua Moore, Nacogdoches County Atty Office
Glender Chatman, EJ Campbell Alumni Association	Michael Moore, Nacogdoches ISD
Luvenia Collier, EJ Campbell Alumni Association	Victor Morrison, Uncle Doug's
Azar Colter, Hungry 4 Hope	Joanna Perez, Healthy Nacogdoches
Tyrone Curl, DMC Marketing	Ruby Ramon, Nacogdoches ISD
Anna Donihoo, Hospice of East Texas	Terrence Reeves, Concerned Black Men of Nacogdoches
Constance Engelking, The Village Nac	Gary Roberts, Brown Family Health Clinic
Tracie Estepp, Nacogdoches County Extension Office	Abbey Scorsonelli, County of Nacogdoches
Anita Farr, EJ Campbell Alumni Association	Helen Stevenson, NAMI
Caroline Garner, Nacogdoches Area United Way	Rev. Leonard Sweat
Celena Garrett, Nacogdoches Progressive Leadership	Amber Teal
Arsenio Hall, Boys and Girls Club of Nacogdoches	Marilyn Toc, Family Crisis Center of East Texas
Barbara Holl, Nacogdoches County Chamber of Commerce	Cindy Vargas, ADAC of Deep East Texas
Erin Hollis, DETCOG	Casey Williams, Starr Ave Co
Sarah Hottman, Etoile ISD	Erin Windham, Nacogdoches ISD

Community Members

Better Together would like to thank the following community members for their involvement in activities related to our initiatives and/or development of the common agenda: Helena Abdullah, Islamic Center of Nacogdoches; Mohammed Abdullah, Islamic Center of Nacogdoches; Shannon Alvis, Together with Veterans; Roy Bolden, Nacogdoches City Council; Anne Bondesen, Rural East Texas Health Network; Mary Frances Bradford, NEDCO; Trey Cartwright, SFASU; Leigh Anne Carver, Nacogdoches Medical Center; Rev. Rhonda Christopher, St. Paul CME; Michael Coffee, SFASU; Michael Cunyus, Burke; Amelia Fischer, Nacogdoches City Council; John Fleming, County Attorney, Nacogdoches County; Dr. Scott Gordon, President, SFASU; Crystal Hicks, Nacogdoches Public Library; Sean Hightower, Board Member, Nacogdoches Memorial Hospital; Garth Hinze, Ark Pharmacies; Anita Humphreys, CEO, East Texas Community Health Clinic; Mario Morera Jimenez, SFASU; Keith Kiplinger, Chief, Nacogdoches Fire Dept.; Dr. Carey Lindemann; Rev. Fabian Lopez, Rey de Reyes; Lynsey McAninch, Nacogdoches ISD; Vista McCorskey, The Rose; Jaime McIntyre, Burke; Wayne Mitchell, President, Nacogdoches County

Chamber of Commerce; Jimmy Mize, Mayor, City of Nacogdoches; Nancy Niehaus; Sharon Ninness, HOPE; Richard Orton; Jeff Patterson, CEO, Nacogdoches Medical Center; Gus Patton; Ed Pool; Susan Rushing, Burke (Retired); Dr. Evelyn Saucedo, Nacogdoches ISD; Lauren Sieja, Nacogdoches ISD; Jessica Sowell, City of Nacogdoches; Ginger Stephens, Whole Again Counseling; Heather Stidham, Nacogdoches ISD; Karen Swenson, Executive Director, Greater East Texas Community Action Program; Melanie Taylor, CEO, Burke; Nic Trent; and Mario Torres, Nacogdoches ISD.

Nacogdoches County Broadband Committee

The Broadband Committee was formed in late fall of 2020 for the purpose of working with Connected Nation to conduct a county-wide technology assessment to inform a Technology Action Plan (TAP). The committee consisted of representatives from the partner organizations that committed matching funds to supplement a grant from the Hogg Foundation for Mental Health to cover the cost of the assessment/TAP. The partner organizations are Better Together, Stephen F. Austin State University, Nacogdoches County, City of Nacogdoches, Nacogdoches Economic Development Corporation, Nacogdoches ISD, and NacSpace. The committee members are Erin Windham, Nacogdoches ISD (Chair); Judge Greg Sowell, Nacogdoches County; Mario Canizares, City of Nacogdoches; Larissa Philpot, NEDCO; Anthony Espinosa, SFASU; Philip Hale, NacSpace; Steve Cooper, Better Together/SFASU School of Social Work.

Project Team

Better Together's current project team is Dr. Steve Cooper, Project Director/Principal Investigator and Anna Hartman, Project Coordinator. Better Together also acknowledges the significant efforts and contributions of the following individuals: Lenola Wyatt, Julia Cañas, Chloe Sledge, Carol Levine, Judy Montgomery, and Dr. Emmerentie Oliphant. Better Together is especially appreciative of Dr. Oliphant, who served as Co-Principal Investigator for the first phase of the project and was instrumental in planning and guiding the appreciative inquiry.

Appendix

The following action statements were generated during the brainstorming process. However, the Appreciative Inquiry Team chose to not include them in the common agenda at this time. Rather, we will revisit them on a regular basis as we move forward with implementing the common agenda. They may be added as appropriate. Please note that the number preceding each statement is the number assigned to the statement during the brainstorming process. The numbers are included here as a reference for the Appreciative Inquiry Team and project staff.

Remaining Statements – For Use at a Later Date

- 4. offer mental health fairs that provide mental health screenings and referrals to local providers.
- 73. offer a “trained listener” program for community members who are not in mental health crisis but need someone to listen.
- 75. offer a harm reduction program for substance abuse (decreases the spread of bloodborne diseases and raises awareness of overdose prevention).
- 94. provide community-based mental health education that focuses on all community members and is designed to reduce stigma.
- 106. develop a mental health resource center that addresses mental health issues and related challenges (e.g., housing, food insecurity, employment, etc.).
- 2. offer parent/child interaction services (such as parent-child interaction training) for families who do not qualify for state funded mental health services.
- 58. create a community-based insurance program so that folks who are under-insured or uninsured can access health, mental health, and substance abuse services.
- 77. create a program that provides targeted support to someone (children and adults) who calls a hotline, makes an outcry at school, or is referred by a healthcare provider.
- 78. offer a program that partners with local foodbanks to answer clients’ questions about mental health needs or challenges and uses that information to inform programs to address the identified needs.
- 52. provide physical location(s) where youth can access information about substance abuse resources.
- 81. create a program that teaches high school students about career opportunities in behavioral health care.
- 3. develop a referral network among mental health providers, school counselors, and primary care providers.
- 41. identify and provide traditional and virtual discussion forums where people can share their mental health concerns.
- 50. offer an ongoing community outreach psychoeducation group with rotating topics.
- 20. create a call center to provide 24 hour information and referral services for community health, mental health, social services, and resources.
- 30. improve access to social services, health care, and mental health care by offering vouchers for Uber or Taxis.
- 84. sponsor community events that serve to educate community members about mental health, wellness, and Better Together (e.g., fun runs, walks, etc.).
- 100. provide opportunities for individuals to talk about the issues they face and their options for assistance.
- 101. tap into local, state, and federal financial resources in order to enhance existing services.
- 15. work with churches and other organizations to identify and deliver food to people who do not have access to transportation or a means to travel to the food pantries.
- 47. identify and coordinate local resources for the purpose of increasing efficiency and effectiveness of services.

Remaining Statements – For Use at a Later Date

- 62. actively engage in targeted community outreach and education about resources and services available to address basic needs.
- 63. create a volunteer-based transportation service to help community members access services and resources.
- 107. assist individuals who are involved with community-based corrections with identifying and applying for assistance programs and resources.

- 21. create a clearinghouse to connect community volunteers with community members in need (i.e., assistance with transportation).
- 49. create a clearinghouse for social services and resources.
- 64. encourage the use of Meet-Up or similar apps to connect residents to existing resources, groups, social activities, etc.
- 65. use a public awareness campaign to connect residents to existing resources, groups, social activities, etc.
- 66. encourage collaboration among community groups and service providers to build awareness and facilitate referrals.
- 104. encourage people through faith.
- 115. shift the community's focus to prevention-oriented solutions.

- 79. offer city and county employees opportunities for continuing education related to best practices.

- 42. prioritize opportunities for youth with emphasis on academic, sports, and physical well-being.
- 71. implement a community-based motivational wellness reward system to encourage K-12 students to engage in healthy activities.

- 16. initiate a parenting mentorship program that includes instructions for newborns, parenting helpline, social media ask page, all with a focus on physical and mental health.
- 59. create a community funded voucher program so that folks who are under-insured or uninsured can access health, mental health and substance abuse services.
- 67. offer community-based mentoring programs for youth.
- 74. offer a youth shelter.

Center for Rural Social Work Research & Development

School of Social Work

Stephen F. Austin State University

420 E. Starr Avenue

Nacogdoches, Texas 75962

(936) 468-2228



bettertogethernac.com

Building and Sustaining Community Wellness in Nacogdoches County

A Common Agenda

We are Better Together.

In July 2018, the Hogg Foundation for Mental Health awarded the School of Social Work at Stephen F. Austin State University a grant through its Collaborative Approaches to Well-Being in Rural Communities Initiative. The award was followed by the development of Better Together, a local collaborative focused on actively engaging residents in the process of developing a common agenda for improving mental health, health, wellness, and well-being for all who live in Nacogdoches County.

In the last three and a half years, we have strengthened existing relationships, listened to each other, made new friends, shared creative ideas, and worked together to develop a clearer understanding of the challenges we face as a community. Our substantial investment of time and effort in these activities is a clear indication of our belief that every community member's voice is imperative to developing a better understanding of what is important for our well-being. Our common agenda represents a culmination of this work and our stakeholders' commitment to improving mental health, health, wellness, and well-being for all residents of Nacogdoches County.

We would be remiss if we did not take an opportunity to point out that Better Together's successes thus far are a direct result of the hard work and dedication of our Appreciative Inquiry Team members and partners. We are also grateful for the staff and faculty of the School of Social Work who have contributed to the success of this endeavor, especially Lenola Wyatt, Julia Cañas, Chloe Sledge, Carol Levine, Dr. Jose Carbajal, and Dr. Freddie Avant. And, our accomplishments are a direct result of the support and encouragement provided by the Hogg Foundation for Mental Health, especially our program officers, Tammy Heinz and Rick Ybarra. Finally, we offer a heartfelt thank you to the Nacogdoches County residents and stakeholders who participated in conversation cafés, focus groups, and/or community listening sessions. We truly appreciate the commitment these individuals and organizations have demonstrated to improving mental health, health, wellness, and well-being in Nacogdoches County.

If you are not already involved with Better Together, we hope that you will join us as we transition from developing our common agenda to putting it into action!

Sincerely,

A handwritten signature in blue ink that reads "Steve".

H. Stephen Cooper, PhD, LCSW
Project Director, Better Together
Professor & Associate Director of Research, School of Social Work
Stephen F. Austin State University

ANCHOR GOAL

Build a 21st Century identity (i.e., one that balances the “Oldest Town in Texas” with the need to move forward in the best interest of all residents).

The anchor goal is the foundation for Better Together’s common agenda and serves to tie the following nine goals and their objectives together.

GOAL

Ensure that affordable behavioral health care services are available to all residents.

OBJECTIVES

- Increase the availability of psychiatric services for all residents.
- Increase the availability of licensed mental health service providers (e.g., Licensed Clinical Social Workers, Licensed Professional Counselors, Licensed Marriage and Family Therapists) for all residents.
- Increase the availability of mental health services for individuals who are not in crisis.
- Increase the availability of mental health services for community members whose primary language is Spanish.
- Improve the ability of health care and social services providers to address the mental health needs of individuals and families who they serve.
- Increase the availability of affordable substance abuse treatment for all residents.

GOAL

Provide all our youth with the support they need in order to develop and maintain social and emotional health.

OBJECTIVES

- Increase the social and emotional health of all our youth through education and awareness.
- Increase the availability of school-based prevention and early intervention services for all children in Nacogdoches County.

GOAL

Create an environment where community partnerships are utilized to divert individuals with mental illness from the criminal justice system to appropriate services that allow them to maintain stability and quality of life in the community.

OBJECTIVES

- Increase the ability of Nacogdoches County Jail to address the mental health needs of individuals who are placed in its care.
- Improve after-hours access to emergency mental health evaluations.
- Focus on efforts to improve law enforcement-community relationships.

GOAL

Ensure affordable comprehensive health care services are available to all residents.

OBJECTIVES

- Increase the availability of health care services for all residents of Nacogdoches County.
- Increase residents' use of preventive health care services.
- Increase awareness of elected officials and stakeholders regarding the importance of supporting efforts that expand access to affordable health care services.

GOAL

Create a healthy economic environment where all residents can thrive.

OBJECTIVES

- Increase the opportunities for residents to earn a living wage.
- Increase the number of individuals who are ready to enter the local workforce.
- Increase local efforts to foster and retain innovation.
- Increase the availability of the resources necessary for the financial survival of low-income individuals and families.

GOAL

Engage in activities to raise awareness regarding issues that impact community members.

OBJECTIVES

- Increase residents' understanding of the importance of mental health, health, and wellness.
- Increase the availability and accessibility of up-to-date information about community services.

GOAL

Create an environment where all members of the community are able to meet their basic needs.

OBJECTIVES

- Reduce the poverty rate among both children and adults in Nacogdoches County.
- Increase the availability of affordable housing for all residents of Nacogdoches County.
- Increase the availability of childcare options for all residents of Nacogdoches County.

GOAL

Improve the overall health of our community by transforming it into a Blue Zone Community.

OBJECTIVES

- Improve the built environment (roads, transportation options, parks, and public spaces).
- Work with elected and government officials to promote healthy activities through municipal policies and ordinances.
- Build healthier options into the places people spend most of their time (restaurants, schools, grocery stores, faith-based organizations, and workplaces).
- Forming and nurturing social groups that support healthy habits.
- Helping people design homes that nudge them into eating less and moving more.
- Encourage people to reduce stress, find their purpose, and give back to the community (creating new social networks, getting people involved in volunteering, and helping them define a sense of purpose).
- Improve partnerships among stakeholders, elected officials, and government officials.

GOAL

Ensure that affordable broadband service is available to all residents.

OBJECTIVES

- Continue the collaborative efforts of the Nacogdoches County Broadband Committee.
- Increase access to reliable, fast, and affordable broadband through strategic partnerships with internet service providers, regional organizations, and local stakeholders who can expand and improve broadband infrastructure.
- Increase the adoption and use of broadband and related technologies by the residents of Nacogdoches County.
- Increase broadband access, adoption, and use across all community sectors through a public education campaign and corresponding outreach and community workshops designed to highlight the quality of life offered by broadband.

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Nacogdoches, Texas 75962

(936) 468-2228



bettertogethernac.com



Building Community Wellness

City Council Resolution of Support for Better Together

Presentation
To
Nacogdoches City Council
September 6, 2022

Background:

- July 2018, the Hogg Foundation for Mental Health awarded a grant to the School of Social Work at SFA through its Collaborative Approaches to Well-Being in Rural Communities Initiative.
- The award was followed by the development of Better Together, a local collaborative focused on actively engaging residents in the process of developing a common agenda for improving mental health, health, wellness, and well-being for all who live in Nacogdoches County.
- Over the last 3 years, this collaborative worked together to develop a clearer understanding of the challenges faced in our community.
- The common agenda established an anchor goal and goals for Nacogdoches County and was approved on December 17, 2021.

Common Agenda:

- **Anchor Goal: Build a 21st Century identity (one that balances the “Oldest Town in Texas” with the need to move forward in the best interest of all residents).**
- **Goals:**
 - Ensure affordable behavioral health care services are available to all residents.
 - Provide Nacogdoches youth with the needed support to develop and maintain social and emotional health.
 - Create community partnerships to divert individuals with mental illness from the criminal justice system to appropriate services to maintain stability and quality of life in the community.
 - Ensure affordable comprehensive health care services to all residents.
 - Create a healthy economic environment where residents can thrive.

Common Agenda (*continued*):

- Goals:
 - Engage in activities to raise awareness on issues that the impact community.
 - Improve overall community health by transforming it into a Blue Zone Community.
 - Create an environment for the community to meet their basic needs.
 - Encourage people to reduce stress, find their purpose, and give back to the community
 - creating new social networks, getting people involved in volunteering, and helping them define a sense of purpose.
 - Ensure that affordable broadband service is available to all residents.

Next Steps:

- Present materials and obtain support from local entities:
 - City, School District, County, SFA, Chamber, and United Way
- Begin implementation of Technology Action Plan.
- Better Together is hiring a staff person to carry out goals.

Thank you!



PRESENTER: Alaina Helton, City Planner

ITEM/SUBJECT: Public Hearing: Consider a request to amend the Development Plan of a Planned Development District for approximately 3 acres, being Lots 5 and 6, Block 4, of the Creek Bend Subdivision – Unit 2, generally located at the southeast corner of South Steen Dr. and Creek Bend Blvd. This request has been submitted by SFA Creek Bend Homes, LLC. Case File PD2022-03 (City Planner)

SUMMARY/BACKGROUND: The request is to amend the Development Plan of a Planned Development District for approximately 3 acres located at the southeast corner of S. Steen Drive and Creek Bend Blvd. These districts are intended to provide for the development of land as an integral unit for single or mixed use in accordance with a plan that may vary from the established regulations of other zoning districts. The planned development (PD) district is intended to implement the goals and objectives of the city's comprehensive plan. It is also meant to encourage flexible and creative planning to ensure the compatibility of land uses, to allow for the adjustment of changing demands to meet the current needs of the community, and to provide for development that is superior to what could be accomplished in other zoning districts.

This property is part of a larger area that was zoned from R-1 to PD in the 1980's for high density residential development. The original plans for development of the area have lapsed, necessitating the approval of new development plans, or a change in zoning in order for the property to be developed. Since the original approval of the PD, this area has seen little development.

Adjacent Land Use & Zoning

The subject property is zoned PD, Planned Development and is currently undeveloped. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North (Across Creek Bend Blvd.)	Multi-Family Residential	PD, Planned Development	Sorority Houses
South	Single Family Residential	A, Agricultural	Undeveloped
East	Commercial	B-2, General Business	Office & Multi-Family
West	Multi-Family Residential	PD, Planned Development	Vacant Fraternity House & Undeveloped

The large tracts to the north across Creek bend Blvd. have been developed with sorority houses with a couple of duplexes located on the north side of N. Steen Drive. The remainder of the property in the PD is undeveloped, with the exception of a vacant fraternity house to the west along S. Steen Drive. Property to the south is zoned A, Agriculture and undeveloped, and property to the east is zoned B-2, General Business and is developed with offices and apartments.

STAFF REVIEW:

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

a. The development plan generally is consistent with the approved concept plan and the standards and conditions set forth in the adopting ordinance.

The developer has opted to submit a development plan in substitution for a concept plan in conjunction with this application for amending the planned development district.

b. The plan provides for a compatible arrangement of buildings and land uses within the project.

The applicant is proposing four (4) duplex structures for a total of eight (8) dwelling units on two (2) lots. The buildings are proposed to be no closer than 70 feet from the southern boundary of the property, with several of the large mature trees being preserved as a natural buffer area as shown on the PD Exhibit.

c. The general plan for traffic circulation and pedestrians provides for adequate and safe circulation inside and external to the development, consistent with the adopted thoroughfare plan.

The subject property takes direct access from S. Steen Drive, which serves as the primary direct access for other residential lots in the area. The two (2) lots included in the Development Plan will each have two (2) duplexes that will utilize a shared parking area and one driveway.

d. The general plan for accommodation of floodwaters and drainage is adequate.

Based on the lot coverage proposed in the PD Exhibit, on-site stormwater detention will be required. The drainage and detention improvements will be provided in the landscaped areas as shown in the PD Exhibit, and all water runoff will be designed to drain to the public street. A detailed drainage plan (prepared and sealed by a registered professional engineer) shall be submitted and approved with the final PD Site Plan. The final PD Site Plan will be subject to the public hearing process and approved by the Planning & Zoning Commission to ensure compliance with the PD Development Plan.

e. The plan does not adversely affect adjoining neighborhoods or properties outside the plan, taking into consideration proposed buffers.

The buildings are proposed to be no closer than 70 feet from the southern boundary of the property, with several of the large mature trees being preserved as a natural buffer area for properties to the south as shown in the PD Exhibit.

f. The amenities proposed in the development plan application, if any, are sufficient to justify increased densities or intensities on the site.

The applicant is proposing a total of eight (8) dwelling units on three (3) acres. The proposed development will not significantly increase the density of the surrounding area.

g. The sequence of development and timing of the phases are consistent with the overall phasing of capital facilities intended to serve the site and with the city's overall growth.

The public infrastructure needed to serve the development is already in place.

NOTICES:

Staff mailed 12 notices to property owners within the 200-foot notification area. Of these 12 notices, Staff has received one (1) written response in opposition of the request, stating his concern that the development would be HUD apartments.

Neighborhood Input: The applicant held a neighborhood meeting for the property owners within 500 feet of the subject property on August 4, 2022 to discuss the amendment request. No one attended the meeting.

Staff Recommendation: Based on the above findings, Staff recommends approval of the amendment to the PD Development Plan. This item is scheduled to be heard by the City Council on Tuesday, September 6th.

P&Z Commission Recommendation: The Planning & Zoning Commission heard this item on Monday, August 22nd, and voted unanimously (5-0) to approved the amendment to the PD Development Plan.

FINANCIAL:

No financial impact associated with this item

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

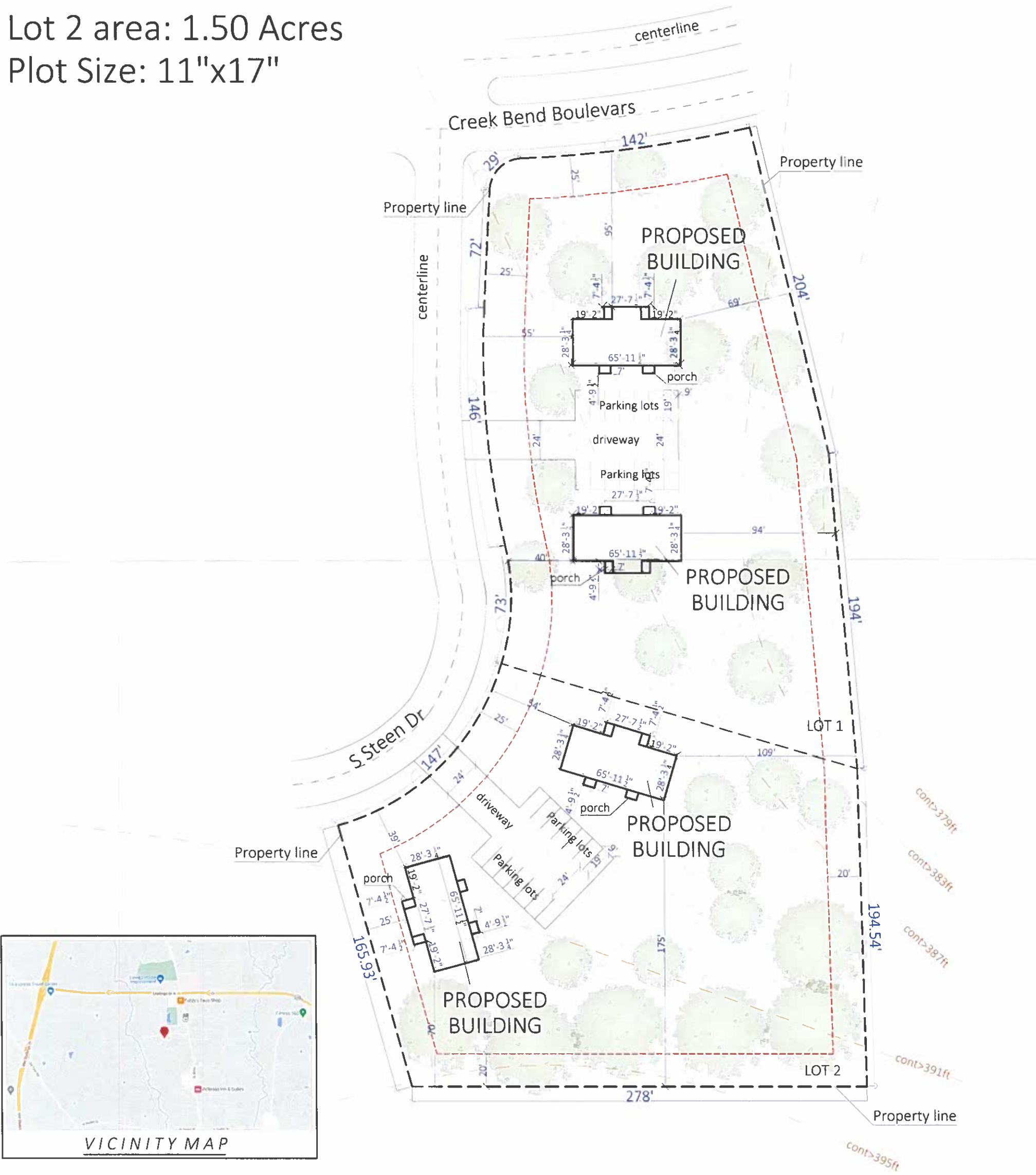
Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Alaina Helton, AICP, City Planner
heltona@nactx.us
936-559-2572

ATTACHMENTS:

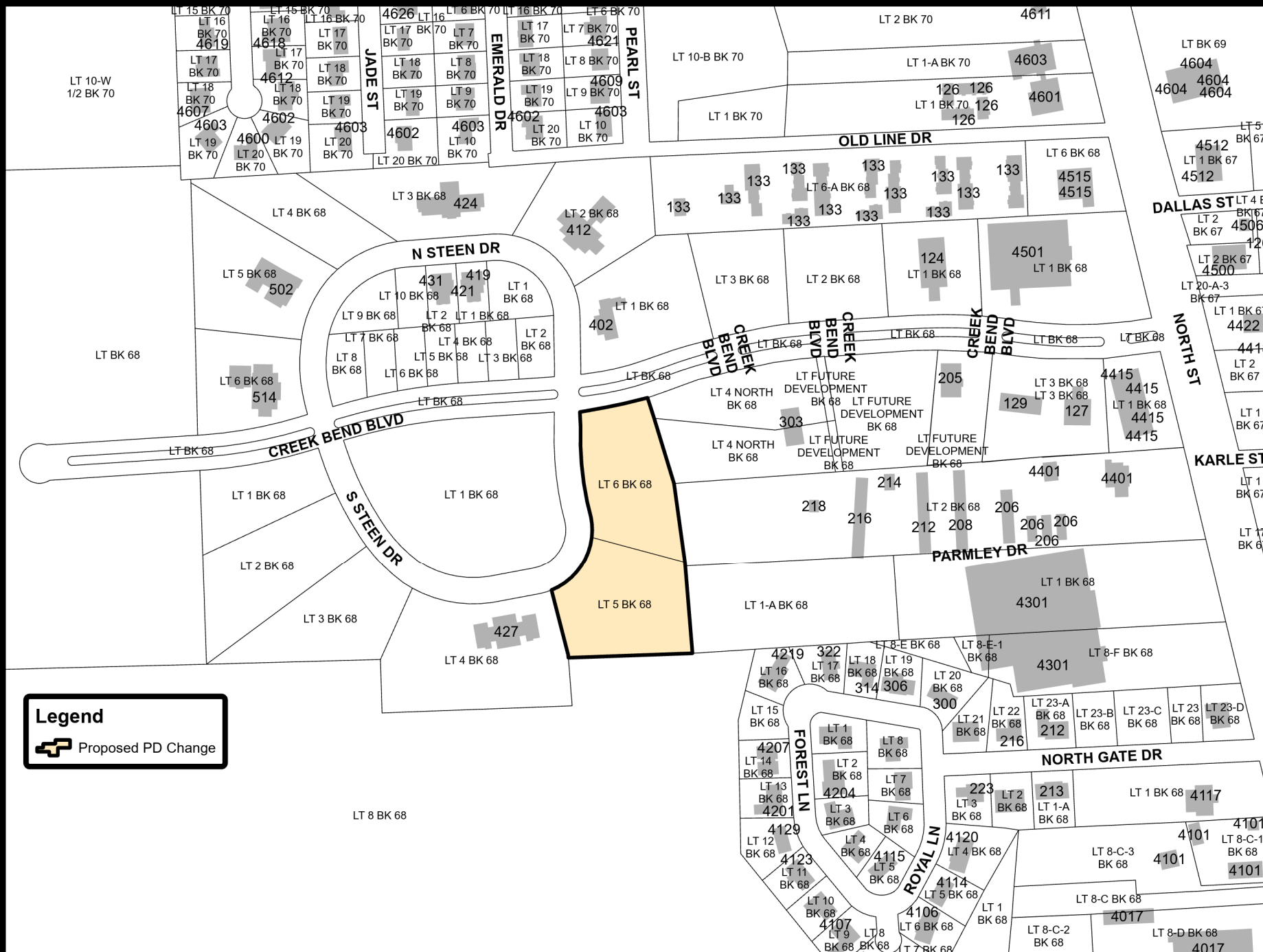
1. PD Development Plan
2. Location Map
3. Aerial Map
4. Zoning Map
5. Future Land Use Map
6. Notification Map
7. Written Responses
8. Site Photos
9. Ordinance

SITE PLAN
S Steen Dr
Nacogdoches, TX 75965
Parcel 1 ID: 60330
Lot 1 area: 1.155 Acres
Parcel 2 ID: 60329
Lot 2 area: 1.50 Acres
Plot Size: 11"x17"



Calculating Building and Lot Coverage Percentages
Lot area: 132,858 sq.ft.
Total building coverage (gross floor area): 2,137 sq.ft.
Building Coverage Percentage: 2,137 sq.ft / 132,858 sq.ft = 0.01608 = 1.60%
Total Lot Coverage: 17,716 sq.ft.
Lot Coverage Percentage: 17,716 sq.ft / 132,858 sq.ft = 0.13334 = 13.33%
*Total landscape areas:

PD 2022-03



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: August 2, 2022 Software: ArcGIS Pro 2.9.3

PD 2022-03



Legend

Proposed PD

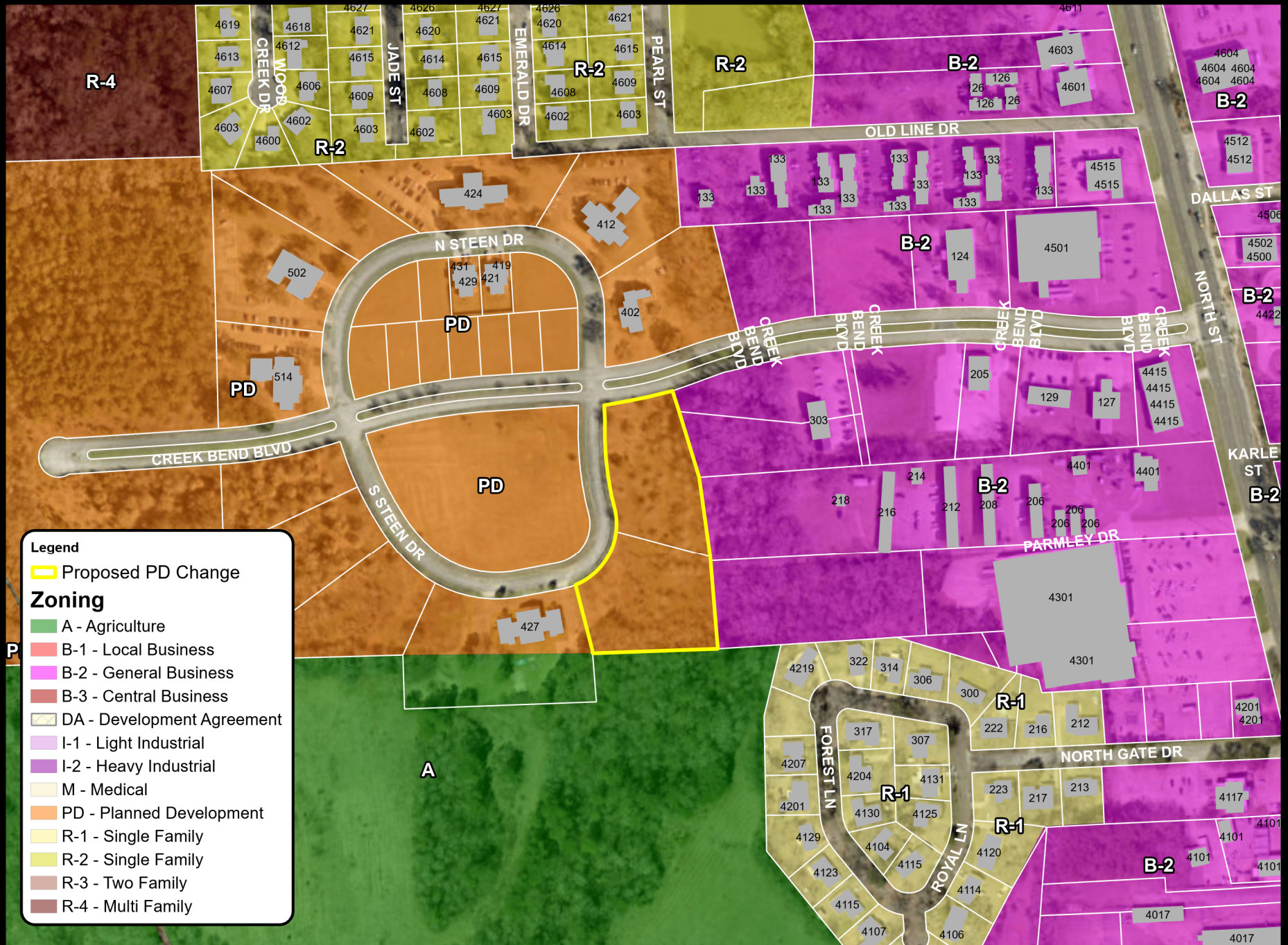
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0 75 150 300 Feet

Date Created: August 2, 2022 Software: ArcGIS Pro 2.9.3

PD 2022-03

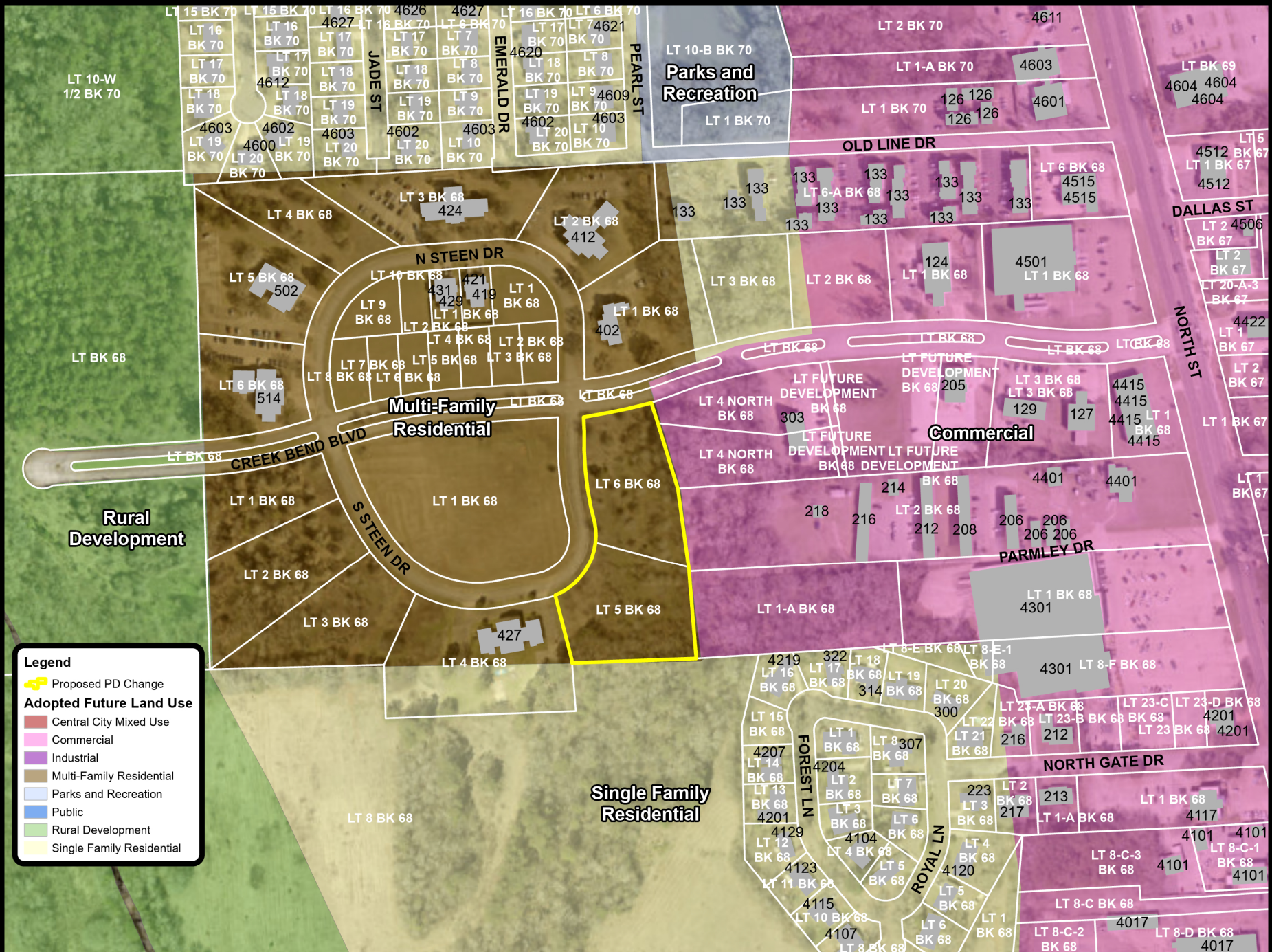


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Date Created: August 2, 2022 Software: ArcGIS Pro 2.9.3

PD 2022-03



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Date Created: August 2, 2022 Software: ArcGIS Pro 2.9.3

200 Foot Notification Map

Legend



200 Foot Buffer



Proposed Zone Change



Commercial



Sorority/Fraternity



Multifamily

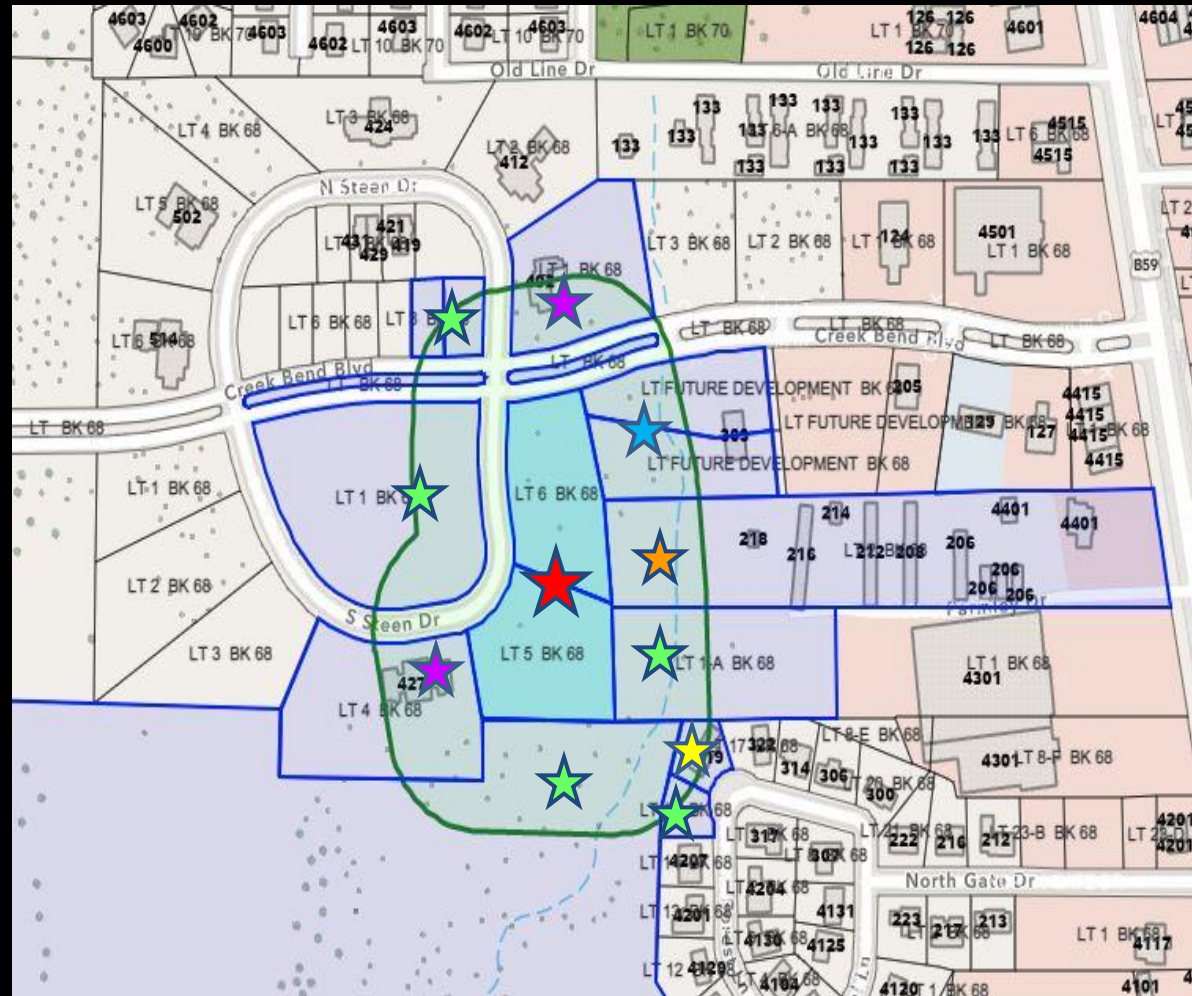


Single Family-
Owner Occupied



Undeveloped

PD2022-03: Lots 5&6 S. Steen Dr.





Response Form

Project Number: PD2022-03

South Steen Dr. – Creek Bend Subdivision

You may make your views known by completing this form and returning it to the Planning & Zoning Department. You may also make your views known in person by attending the public hearings. **Please complete and return form to:**

City of Nacogdoches Planning & Zoning Department
Attn: Rhonda Lewis
PO Drawer 635030
Nacogdoches, TX 75963

You may also email a copy to Rhonda Lewis, lewisr@nactx.us

Project Number: PD2022-03

Please circle one:

☐ In favor of request

☒ Opposed to request

Comments:

Signature: _____

Printed Name: _____

Street Address: _____

City, State and Zip Code: _____

Phone Number: _____

Email Address: _____

Physical Address of Property within 200 Feet: _____

City of Nacogdoches
202 E. Pilar – PO Drawer 635030 – Nacogdoches, TX 75963
936-559-2574 Fax 936-559-2910 www.nactx.us
Home of Stephen F. Austin State University www.sfasu.edu

PD2022-03 Site Photos

Street view from Creek Bend Blvd.



Vacant fraternity house
to the southwest along S.
Steen Dr.





Sorority houses &
duplexes to the north
on N. Steen Dr.



ORDINANCE NO. 1928-09-22

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE TERMS OF A PLANNED DEVELOPMENT DISTRICT WITHIN THE CITY OF NACOGDOCHES FOR LOTS 5 AND 6, BLOCK 4 OF THE CREEK BEND SUBDIVISION – UNIT 2, 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 area in original Development Plan depicted in “Exhibit B” for the property included a condition that the property be developed with Fraternity Houses; and

WHEREAS, the property owner has requested a change to the terms and conditions of the Development Plan to allow for duplex structures to be developed on the property as shown in “Exhibit B”; 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 the terms and conditions of the Planned Development; and

WHEREAS, the City Council now deems it appropriate to grant such requested change to the terms and conditions of 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 Concept Plan

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

SECTION III

Standards

- a) Duplex structures shall be permitted in accordance with the Development Plan as shown in “Exhibit B”.

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 _____, 2022, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

APPROVED AS TO FORM:

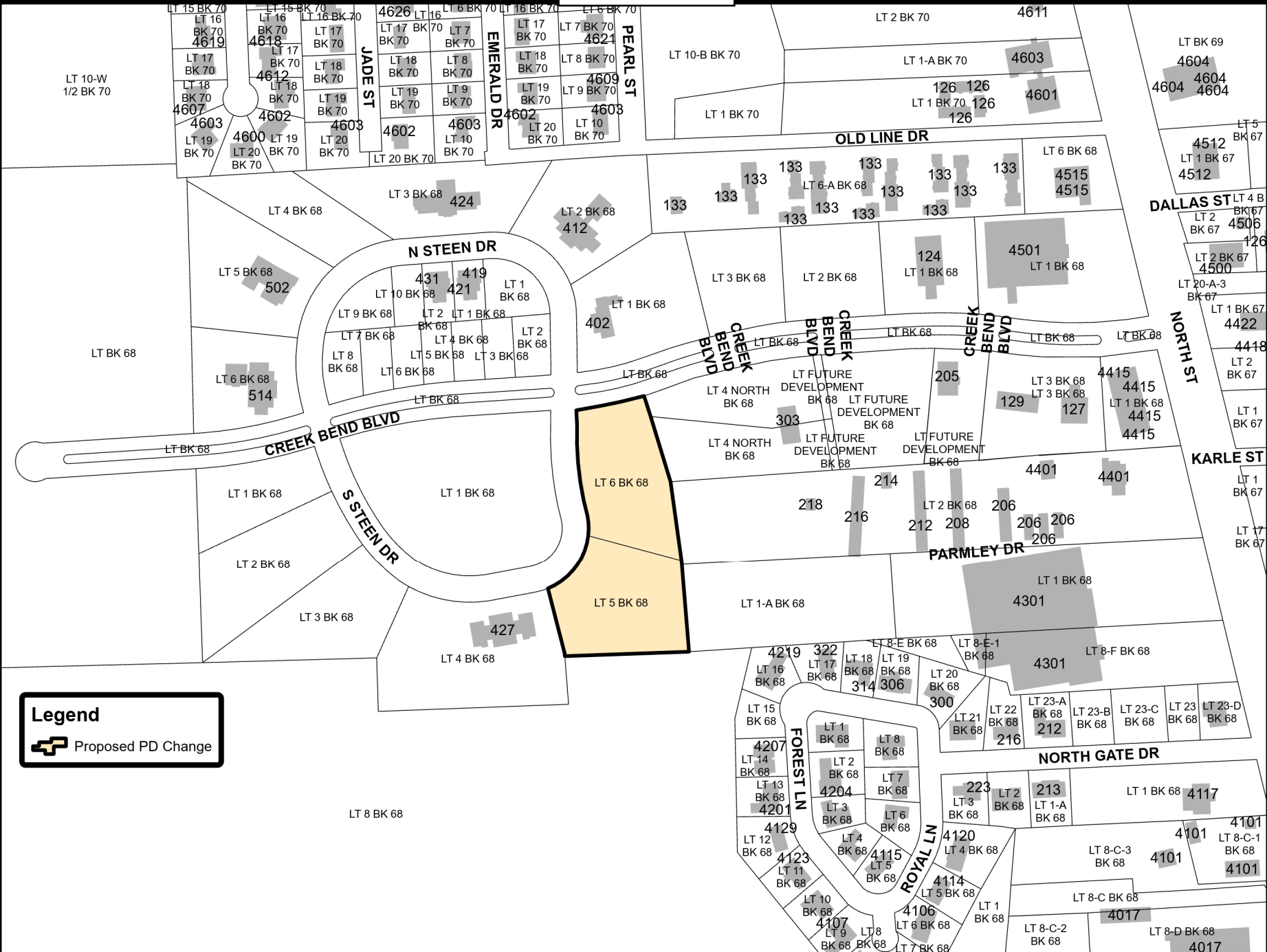
JAN VINSON, City Secretary

STEVE KIRKLAND, City Attorney

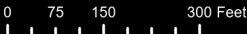
APPROVED AS TO CONTENT:

ALAINA HELTON, City Planner

Exhibit A



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Date Created: August 2, 2022 Software: ArcGIS Pro 2.9.3

SITE PLAN

S Steen Dr

Nacogdoches, TX 75965

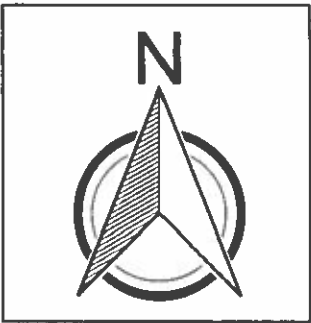
Parcel 1 ID: 60330

Lot 1 area: 1.155 Acres

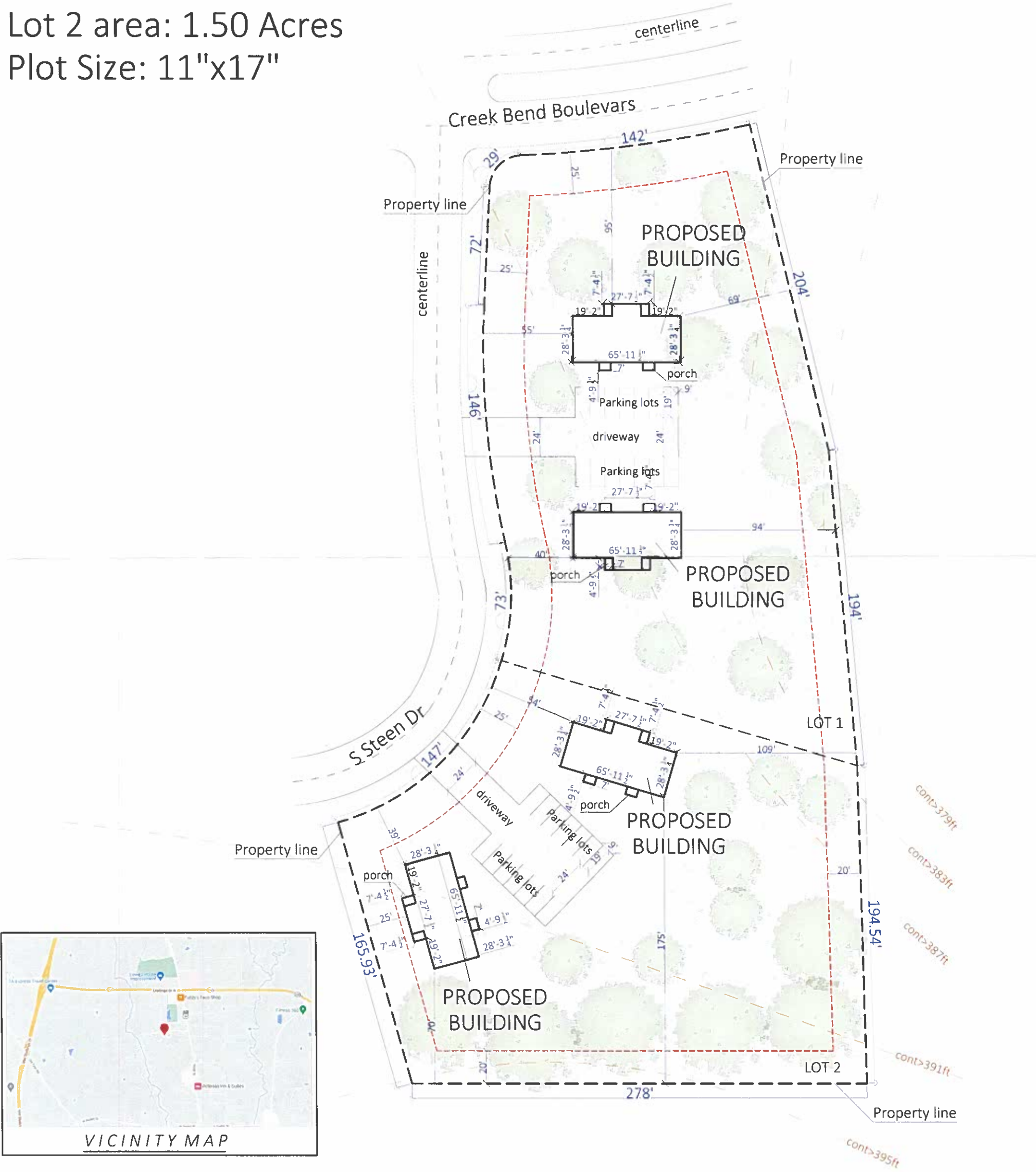
Parcel 2 ID: 60329

Lot 2 area: 1.50 Acres

Plot Size: 11"x17"



scale 1"=50'



Calculating Building and Lot Coverage Percentages

Lot area: 132,858 sq.ft.

Total building coverage (gross floor area): 2,137 sq.ft.

Building Coverage Percentage: 2,137 sq.ft / 132,858 sq.ft = 0.01608 = 1.60%

Total Lot Coverage: 17,716 sq.ft.

Lot Coverage Percentage: 17,716 sq.ft / 132,858 sq.ft = 0.13334 = 13.33%

*Total landscape areas:



City Council Meeting

Date: September 6, 2022

Agenda Item: 6.E.

PRESENTER: Sherry Morgan, Executive Director at Nacogdoches Convention & Visitors Bureau

ITEM/SUBJECT: Recieve a presentation of the 2023 Annual Budget and Marketing Plan for the Convention and Visitors Bureau. (CVB Executive Director)

SUMMARY/BACKGROUND: Approval from City Council is required for the annual budget and annual marketing plan per the contract of services executed between the City of Nacogdoches and the Convention and Visitors Bureau (CVB).

The CVB Board of Directors approved both documents at their Board Meeting on August 26, 2022.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Sherry Morgan, Executive Director
sherry@visitnacogdoches.org
936-564-7351

ATTACHMENTS:

1. Budget
2. PowerPoint Presentation

Nacogdoches CVB Proposed Budget FY 2022-23

Approved by Board 8/26/22

	<u>Previous Budget for 2021-2022</u>	<u>Actual Inc/Exp - 10 mos</u>	<u>Proposed Budget for 2022-2023</u>
INCOME			
Room Tax-Public Funds-R	\$525,625	\$439,173	580,000
Brick Sales-U	\$2,200	\$2,150	2,200
Interest Income-U	\$150	\$91	100
Merchandise Sales-U	\$18,000	\$18,307	19,000
Servicing Income-Bldg Rental, Donations, Pen Mach-U	\$1,500	\$1,563	1,700
Events Income - U	\$2,000	\$21,408	12,000
TOTAL INCOME	\$549,475	\$482,692	615,000
EXPENSES			
Personnel-R			
Salaries	\$327,805	\$228,598	318,000
<i>Total Personnel Expense</i>	<i>\$327,805</i>	<i>\$228,598</i>	<i>318,000</i>
Administration-R			
Accounting & Legal	\$6,500	\$4,000	6,500
Dues & Subscriptions	\$12,500	\$16,152	19,500
Insurance	\$3,000	\$1,750	3,000
Maintenance Contracts	\$5,100	\$3,531	5,000
Comp hardware, IT support	\$4,000	\$366	2,500
Computer software	\$4,500	\$3,491	4,500
Building/Cleaning Supplies	\$1,000	\$873	1,000
Office Supplies	\$2,500	\$2,578	2,800
Photocopying	\$3,200	\$2,630	3,200
Postage	\$545	\$502	600
Repairs & Improvements	\$8,000	\$9,706	8,000
Telephone & Internet	\$7,000	\$5,153	6,200
Utilities	\$8,200	\$6,500	17,000
A- Mtgs, Cont. Educ & Travel	\$1,200	\$2,002	2,000
<i>Total Admin Expense</i>	<i>\$67,245</i>	<i>\$59,234</i>	<i>\$81,800</i>
Sales-R			
S-Mtgs, Cont. Educ & Travel	\$2,000	\$722	1,200
Events Expense			15,000
<i>Total Sales Expense</i>	<i>\$2,000</i>	<i>\$722</i>	<i>\$16,200</i>
Marketing-R			
Advertising (+Promo Collateral)	\$103,000	\$119,168	150,000
Website (Saffire monthly))	\$22,000	\$38,483	16,000
Visit Widget	\$8,000	\$4,788	8,000
Research	\$2,200		2,200
M-Mtgs, Cont. Educ & Travel	\$2,000	\$630	1,200
<i>Total Marketing Expense</i>	<i>\$137,200</i>	<i>\$163,069</i>	<i>\$177,400</i>

Nacogdoches CVB Proposed Budget FY 2022-23
Approved by Board 8/26/22

	<u>Previous Budget for 2021-2022</u>	<u>Actual Inc/Exp - 10 mos</u>	<u>Proposed Budget for 2022-2023</u>
Visitor Services			
Brick Engraving Expense-U	\$1,000	\$1,190	1,200
Merchandise Purchased-U	\$10,000	\$15,322	16,000
Bank & Credit Card Fees-U	\$600	\$821	900
Guest Servicing-U		\$2,810	3,000
Servicing & Events general-U	\$2,500	\$7,710	Move to Sales
Events Exp-Concert,Movie-U	\$625	\$31,551	
Volunteers/Misc Vist Serv-U	\$500	\$566	500
<i>Total Visitor Services Expense</i>	\$15,225	\$59,970	\$21,600
TOTAL EXPENSES	\$549,475	\$511,593	\$615,000
NET	\$0	-\$28,901	\$0

SHERRY@VISITNACOGDOCHES.ORG



VISIT NACOGDOCHES 2023 PROPOSED BUDGET & MARKETING PLAN

Nacogdoches CVB Proposed Budget FY 2022-23
Approved by Board 8/26/22

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Nacogdoches CVB Proposed Budget FY 2022-23
Approved by Board 8/26/22

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TOTAL EXPENSES	\$549,475	\$511,593	\$615,000
NET	\$0	-\$28,901	\$0

2023 Visit Nacogdoches Marketing Plan

- Engage with our drive markets - Houston, Dallas, Austin, Shreveport, San Antonio
- Engage internationally with Canadian market
- Highlight Heritage Tourism
- Explore Eco-Tourism, Wellness Tourism, & Multi-generational Tourism
- Update & digitize our services for groups & gatherings and make a home for that information on our new website
- Consolidate multiple individual brochures to one, magazine-sized "Nacogdoches Experience Guide"



City Council Meeting

Date: September 6, 2022

Agenda Item: 6.F.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Public Hearing: Hold a public hearing and receive citizen input on the FY2022-2023 Proposed Budget (Finance Director)

SUMMARY/BACKGROUND: The City Charter and State Law require that prior to budget adoption, a public hearing be conducted to allow citizens the opportunity to provide input on the Proposed Budget. The required notice was also posted on the City's website, and on the City's public access channel.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS:

1. Proposed Budget 2022 2023 as of 08 22 2022
2. PowerPoint Presentation



Proposed Budget 2022-2023

As of 08/22/2022

Due to the passage of S.B. No. 656, Section 102.007 of the Texas Local Government Code was amended to require that the following information be included as the cover page for a budget document:

1. “This budget will raise more revenue from property taxes than last year’s budget by an amount of \$821,867, which is a 7.13% increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$270,347.”
2. The municipal property tax rates for the preceding fiscal year, and each municipal property tax rate that has been adopted or calculated for the current fiscal year, include:

Calculated Rates

- a. The Property Tax Rate for the Preceding Fiscal Year - \$0.6160
- b. The Proposed Property Tax Rate – \$0.58480
- c. The No-New-Revenue Tax Rate – \$0.55479
- d. The Voter Approval Tax Rate - \$0.61572

Proposed Rates

- a. Maintenance & Operations Tax Rate - \$0.50772
 - b. Debt Rate (Interest & Sinking Fund) - \$0.07708
 - c. Total Proposed Property Tax Rate - \$0.58480
3. The total amount of outstanding municipal debt obligations secured by property taxes is \$34,140,276 (including principal and interest).

Fiscal Year 2022-23 Principal & Interest Requirements for Debt Service are:

- a. Property Tax Supported Debt: \$1,611,278
- b. Revenue Supported Debt: \$3,743,025

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City of Nacogdoches
2022 / 2023 Proposed Tax Rate

		Proposed 2022 / 2023 Property Taxes Collection Rate	
Assessed Taxable Value		\$	2,111,422,533
<u>Tax Rate per \$100 Valuation</u>	0.58480	\$	12,347,599
Operations	0.50772	\$	10,720,114
Debt	0.07708	\$	1,627,484
		\$	12,347,599
<u>Operations Budget</u>			
Estimated Current Tax Collections		\$	10,485,114
Estimated Delinquent Tax Collections		\$	100,000
Estimated Penalty & Interest Collections		\$	135,000
		\$	10,720,114
<u>Debt</u>			
2021 Tax Notes			
Estimated Current Tax Collections		\$	223,465
Estimated Delinquent Tax Collections		\$	4,603
		\$	228,068
2022 Certificates of Obligation Bonds			
Estimated Current Tax Collections		\$	1,371,537
Estimated Delinquent Tax Collections		\$	27,879
		\$	1,399,416
Debt Requirements for Fiscal Year	0.07708	\$	1,627,484

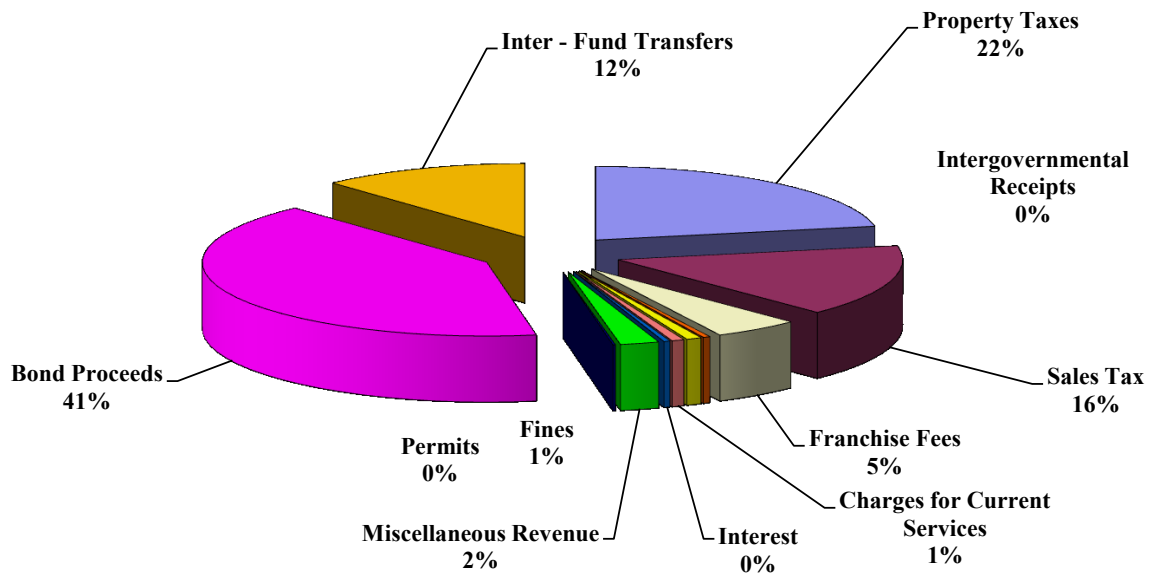
City of Nacogdoches
2022 / 2023 General Fund Summary

	Operating	2022 COs	Restricted	Total
October 1, 2022 Estimated Cash Reserves	\$ 12,840,638	\$ -	\$ 953,478	\$ 13,794,116
2022 / 2023 Budget Revenues				
Property Taxes	\$ 10,730,114			\$ 10,730,114
Sales Tax	\$ 7,665,000			\$ 7,665,000
Franchise Fees	\$ 2,327,000		\$ 58,000	\$ 2,385,000
Permits	\$ 195,000			\$ 195,000
Fines	\$ 385,000		\$ 29,250	\$ 414,250
Charges for Current Services	\$ 339,860			\$ 339,860
Interest	\$ 171,400			\$ 171,400
Miscellaneous Revenue	\$ 1,072,020			\$ 1,072,020
Intergovernmental Receipts	\$ 67,500			\$ 67,500
Bond Proceeds		\$ 20,000,000		\$ 20,000,000
Inter - Fund Transfers	\$ 5,766,319			\$ 5,766,319
Total 2022 / 2023 Budget Revenues	\$ 28,719,213	\$ 20,000,000	\$ 87,250	\$ 48,806,463
Total Available Funds	\$ 41,559,851	\$ 20,000,000	\$ 1,040,728	\$ 62,600,579
2022 / 2023 Budget Operating Expenditures				
General Government	\$ 6,795,422		\$ 31,863	\$ 6,827,285
Public Safety	\$ 16,956,422			\$ 16,956,422
Highways	\$ 1,437,982			\$ 1,437,982
Cultural & Recreational	\$ 3,299,387			\$ 3,299,387
Inter - Fund Transfers	\$ 230,000			\$ 230,000
Total 2022 / 2023 Budget Operating Expenditures	\$ 28,719,213	\$ -	\$ 31,863	\$ 28,751,076
2022 / 2023 Capital Improvement Projects Budget - Reserve Funds				
Downtown - Festuval Park Electrical Upgrades	\$ 350,000			\$ 350,000
Fire - Station Maintenance	\$ 594,000			\$ 594,000
Parks & Cemetery - Lake Nac Walkway	\$ 165,000			\$ 165,000
Parks & Cemetery - Oak Grove Repaving	\$ 45,000			\$ 45,000
Parks & Cemetery - Parking Lot Repaving Program	\$ 30,000			\$ 30,000
Parks & Cemetery - Pedestrian Bridge at Pioneer Park	\$ 120,000			\$ 120,000
Streets - Annual Street Rehab	\$ 250,000			\$ 250,000
Streets - Street Rebuild		\$ 5,000,000		\$ 5,000,000
Drainage - Critical Storm System Reconstruction		\$ 4,000,000		\$ 4,000,000
Drainage - Annual Storm System Repairs		\$ 1,000,000		\$ 1,000,000
Fire - Central Fire Station		\$ 8,080,000		\$ 8,080,000
Parks - Restrooms		\$ 1,320,000		\$ 1,320,000
Parks - Playgrounds		\$ 480,000		\$ 480,000
CO Issuance Costs		\$ 120,000		\$ 120,000
Total 2022 / 2023 Capital Improvements Projects	\$ 1,554,000	\$ 20,000,000	\$ -	\$ 21,554,000
2022 / 2023 Special Projects Budget - Reserve Funds				
Airport - TXDOT Grant Match	\$ 150,000			\$ 150,000
Planning & Zoning - Development Review Process Assessment	\$ 35,000			\$ 35,000
Police - Signon Incentives	\$ 74,000			\$ 74,000
City-Wide - Employee Retention Payments	\$ 823,109			\$ 823,109
Trf to Equip Repl Fund - Building Maint/AC Replacements	\$ 100,000			\$ 100,000
Total 2022 / 2023 Special Projects	\$ 1,182,109	\$ -	\$ -	\$ 1,182,109
2022 / 2023 Capital Equipment/Projects Budget - Reserve Funds				
PEG Capital			\$ 200,000	\$ 200,000
Animal Shelter - Security Upgrades	\$ 20,000			\$ 20,000
Court - Incode Software Online Version	\$ 30,000			\$ 30,000
Historic Sites - Durst Taylor Barn Roof	\$ 40,000			\$ 40,000
Historic Sites - Sterne Hoya Roof	\$ 94,000			\$ 94,000
Info Tech - Online Backups	\$ 5,000			\$ 5,000
Info Tech - Replacement PCs	\$ 50,000			\$ 50,000
Parks - Fence at Youth Soccer	\$ 12,000			\$ 12,000
Parks - Festival Park Branded Trash Cans	\$ 10,500			\$ 10,500
Rec - Gym Divider Curtain	\$ 12,000			\$ 12,000
Rec - Weight Room Update	\$ 7,500			\$ 7,500
Streets - Auto Crosswalks	\$ 30,000			\$ 30,000
Streets - Backhoe Bucket Thumb	\$ 7,000			\$ 7,000
Streets - Crash Bollards	\$ 25,000			\$ 25,000
Streets - Message Board	\$ 30,000			\$ 30,000
Streets - Radar Equipment	\$ 10,000			\$ 10,000
Non-Dept - Mid-Year Equip Allocations as needed	\$ 75,000			\$ 75,000
Total 2022 / 2023 Capital Equipment/Projects	\$ 458,000	\$ -	\$ 200,000	\$ 658,000
September 30, 2023 Estimated Ending Balance	\$ 9,646,529	\$ -	\$ 808,865	\$ 10,455,394
Total Allocated Funds	\$ 41,559,851	\$ 20,000,000	\$ 1,040,728	\$ 62,600,579
25% Reserve Requirement	\$ 7,179,803			
Excess over Reserve Requirement	\$ 2,466,726			

City of Nacogdoches
2022 / 2023 General Fund Revenues

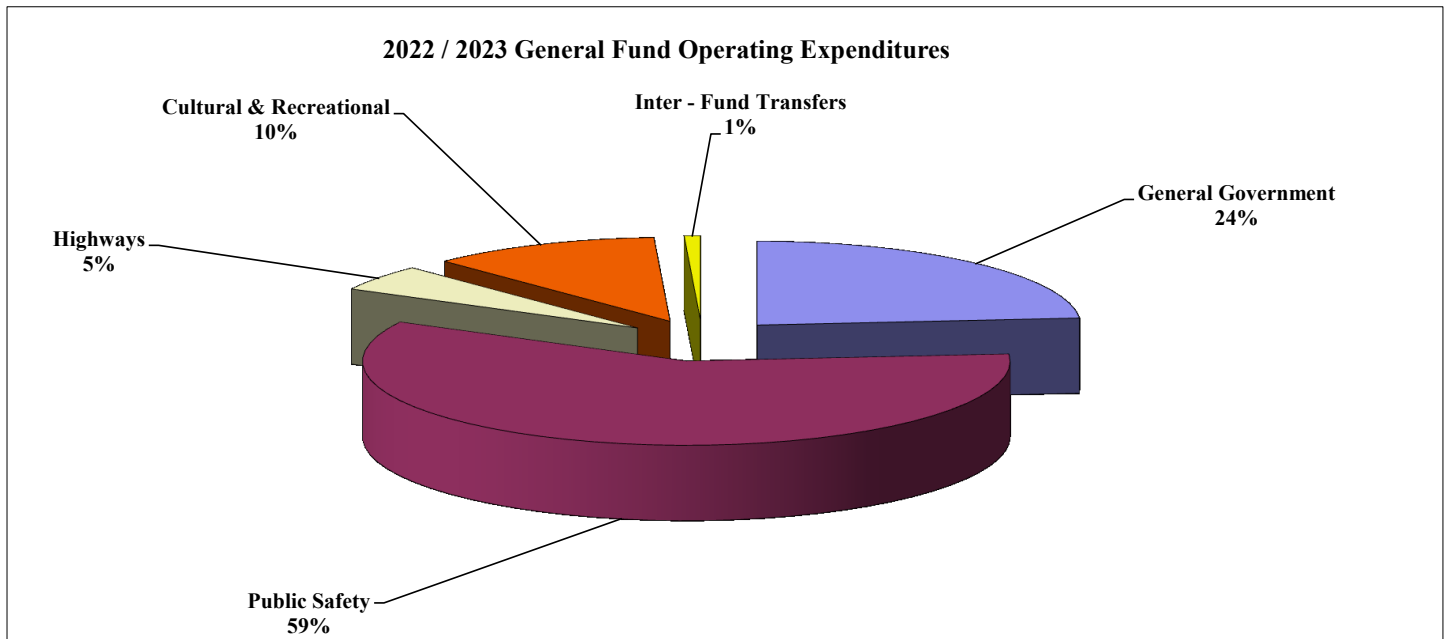
	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
Property Taxes	\$ 9,560,832	\$ 9,832,735	\$ 9,749,618	\$ 9,993,036	\$ 9,993,036	\$ 10,730,114
Sales Tax	\$ 6,980,106	\$ 7,489,776	\$ 4,237,995	\$ 7,055,000	\$ 7,055,000	\$ 7,665,000
Franchise Fees	\$ 2,425,073	\$ 2,395,264	\$ 393,587	\$ 2,390,000	\$ 2,390,000	\$ 2,385,000
Permits	\$ 354,996	\$ 211,779	\$ 111,562	\$ 207,500	\$ 207,500	\$ 195,000
Fines	\$ 499,983	\$ 406,175	\$ 200,590	\$ 429,750	\$ 429,750	\$ 414,250
Charges for Current Services	\$ 210,311	\$ 317,680	\$ 177,981	\$ 327,360	\$ 327,360	\$ 339,860
Interest	\$ 141,698	\$ 42,314	\$ 25,540	\$ 15,000	\$ 15,000	\$ 171,400
Miscellaneous Revenue	\$ 1,106,276	\$ 1,029,758	\$ 510,348	\$ 1,133,469	\$ 1,146,253	\$ 1,072,020
Intergovernmental Receipts	\$ 616,757	\$ 1,623,264	\$ 531,883	\$ 36,500	\$ 750,047	\$ 67,500
Bond Proceeds	\$ -	\$ 1,521,000	\$ -	\$ -	\$ -	\$ 20,000,000
Inter - Fund Transfers	\$ 5,622,013	\$ 5,748,824	\$ 2,898,462	\$ 5,846,925	\$ 6,431,801	\$ 5,766,319
Total General Fund Revenues	\$ 27,518,045	\$ 30,618,569	\$ 18,837,566	\$ 27,434,540	\$ 28,745,747	\$ 48,806,463

**2022 / 2023
General Fund Revenues**



City of Nacogdoches
2022 / 2023 General Fund Expenditures by Function

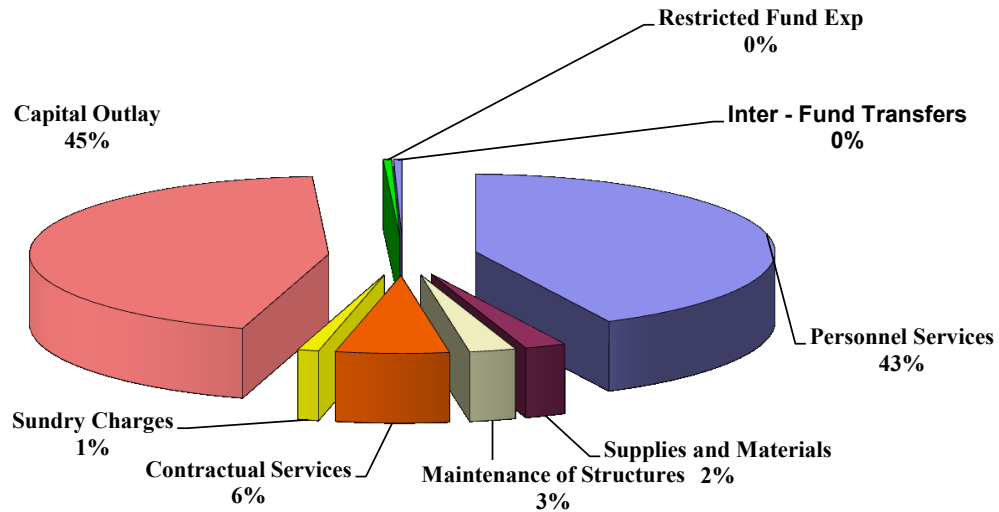
	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
General Government	\$ 5,452,837	\$ 6,692,274	\$ 3,248,357	\$ 6,530,048	\$ 6,923,174	\$ 6,795,422
Public Safety	\$ 15,255,116	\$ 16,011,793	\$ 8,077,946	\$ 15,978,438	\$ 16,744,292	\$ 16,956,422
Highways	\$ 1,275,101	\$ 1,071,670	\$ 542,469	\$ 1,414,725	\$ 1,578,725	\$ 1,437,982
Cultural & Recreational	\$ 2,453,571	\$ 2,691,586	\$ 1,317,471	\$ 3,018,379	\$ 3,008,229	\$ 3,299,387
Inter - Fund Transfers	\$ 373,630	\$ 230,614	\$ 150,000	\$ 260,000	\$ 260,000	\$ 230,000
Total General Fund Operating Expenditures	\$ 24,810,255	\$ 26,697,937	\$ 13,336,243	\$ 27,201,590	\$ 28,514,420	\$ 28,719,213
Capital Improvements	\$ 992,802	\$ 2,317,904	\$ 1,876,523	\$ 1,795,200	\$ 6,065,244	\$ 23,194,109
Restricted Fund Expenditures	\$ 83,286	\$ 34,289	\$ 17,329	\$ 331,750	\$ 331,750	\$ 231,863
Total General Fund Expenditures	\$ 25,886,343	\$ 29,050,130	\$ 15,230,095	\$ 29,328,540	\$ 34,911,414	\$ 52,145,185



City of Nacogdoches
2022 / 2023 General Fund Expenditures by Classification

	March Actual					
	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
Personnel Services	\$ 19,823,203	\$ 20,421,245	\$ 10,592,393	\$ 21,496,902	\$ 22,419,861	\$ 22,256,061
Supplies and Materials	\$ 842,984	\$ 1,822,810	\$ 473,746	\$ 910,069	\$ 990,370	\$ 1,158,260
Maintenance of Structures	\$ 920,208	\$ 1,022,730	\$ 464,981	\$ 1,205,397	\$ 1,385,897	\$ 1,303,084
Contractual Services	\$ 2,269,175	\$ 2,666,947	\$ 1,434,545	\$ 2,811,045	\$ 2,940,115	\$ 3,183,472
Sundry Charges	\$ 553,055	\$ 533,591	\$ 220,578	\$ 518,177	\$ 518,177	\$ 588,336
Capital Outlay	\$ 1,020,802	\$ 2,317,904	\$ 1,876,523	\$ 1,795,200	\$ 6,065,244	\$ 23,194,109
Restricted Fund Exp	\$ 83,286	\$ 34,289	\$ 17,329	\$ 331,750	\$ 331,750	\$ 231,863
Inter - Fund Transfers	\$ 373,630	\$ 230,614	\$ 150,000	\$ 260,000	\$ 260,000	\$ 230,000
Total	\$ 25,886,343	\$ 29,050,130	\$ 15,230,095	\$ 29,328,540	\$ 34,911,414	\$ 52,145,185

**2022 / 2023
General Fund Expenditures by Classification**



City of Nacogdoches
2022 / 2023 General Fund Expenditures by Department

	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
City Council	\$ 18,379	\$ 23,979	\$ 10,678	\$ 26,250	\$ 26,250	\$ 26,500
City Manager	\$ 285,790	\$ 320,398	\$ 149,656	\$ 307,525	\$ 307,525	\$ 300,471
Municipal Court	\$ 219,180	\$ 233,878	\$ 135,427	\$ 300,602	\$ 300,602	\$ 312,321
City Secretary	\$ 113,246	\$ 117,057	\$ 63,601	\$ 137,190	\$ 137,190	\$ 190,000
Finance	\$ 572,298	\$ 517,999	\$ 318,965	\$ 661,056	\$ 678,751	\$ 670,875
Information Technology	\$ 401,213	\$ 443,908	\$ 205,195	\$ 496,819	\$ 501,814	\$ 517,523
Human Resources	\$ 293,321	\$ 276,414	\$ 177,922	\$ 375,905	\$ 393,905	\$ 437,665
Legal	\$ 276,954	\$ 267,125	\$ 136,399	\$ 280,998	\$ 280,998	\$ 276,260
Planning & Zoning	\$ 159,808	\$ 189,636	\$ 142,459	\$ 244,427	\$ 274,427	\$ 265,240
Building Maintenance	\$ 355,753	\$ 339,476	\$ 191,445	\$ 376,312	\$ 376,312	\$ 376,293
Vehicle Maintenance	\$ 301,809	\$ 294,357	\$ 151,966	\$ 308,961	\$ 308,961	\$ 333,906
Code Enforcement	\$ -	\$ -	\$ 97,406	\$ 254,927	\$ 254,927	\$ 264,212
Engineering	\$ 495,695	\$ 501,445	\$ 326,177	\$ 589,555	\$ 589,555	\$ 605,363
Convention & Tourism	\$ 288,679	\$ 362,814	\$ 156,549	\$ 327,805	\$ 327,805	\$ 329,518
Economic Development	\$ 245,753	\$ 253,763	\$ 110,291	\$ 263,872	\$ 263,872	\$ 265,759
Non-Departmental	\$ 1,424,959	\$ 2,550,025	\$ 874,221	\$ 1,577,844	\$ 1,900,280	\$ 1,623,516
General Govt.	\$ 5,452,837	\$ 6,692,274	\$ 3,248,357	\$ 6,530,048	\$ 6,923,174	\$ 6,795,422
Police	\$ 8,171,190	\$ 8,538,572	\$ 4,339,204	\$ 8,706,645	\$ 8,807,993	\$ 9,250,315
Fire	\$ 6,261,615	\$ 6,593,645	\$ 3,415,153	\$ 6,478,607	\$ 7,143,113	\$ 6,871,138
Inspection	\$ 376,766	\$ 372,850	\$ 67,435	\$ 236,057	\$ 236,057	\$ 232,960
Animal Control	\$ 445,545	\$ 506,726	\$ 256,154	\$ 557,129	\$ 557,129	\$ 602,009
Public Safety	\$ 15,255,116	\$ 16,011,793	\$ 8,077,946	\$ 15,978,438	\$ 16,744,292	\$ 16,956,422
Historic Sites & Main Street	\$ 297,852	\$ 303,041	\$ 110,684	\$ 351,820	\$ 351,820	\$ 389,895
Library	\$ 518,228	\$ 558,678	\$ 277,821	\$ 612,220	\$ 602,220	\$ 620,276
Recreation	\$ 470,975	\$ 525,249	\$ 309,206	\$ 665,351	\$ 665,201	\$ 695,799
Parks & Cemetery	\$ 1,166,516	\$ 1,304,618	\$ 619,760	\$ 1,388,988	\$ 1,388,988	\$ 1,593,417
Cultural & Recreational	\$ 2,453,571	\$ 2,691,586	\$ 1,317,471	\$ 3,018,379	\$ 3,008,229	\$ 3,299,387
Public Works Administration	\$ 227,958	\$ 133,189	\$ 64,242	\$ 130,934	\$ 130,934	\$ 129,044
Streets	\$ 1,047,143	\$ 938,481	\$ 478,227	\$ 1,283,791	\$ 1,447,791	\$ 1,308,938
Highways & Streets	\$ 1,275,101	\$ 1,071,670	\$ 542,469	\$ 1,414,725	\$ 1,578,725	\$ 1,437,982
Inter - Fund Transfers	\$ 373,630	\$ 230,614	\$ 150,000	\$ 260,000	\$ 260,000	\$ 230,000
Total Operating Budget	\$ 24,810,255	\$ 26,697,937	\$ 13,336,243	\$ 27,201,590	\$ 28,514,420	\$ 28,719,213
Reserve Funds Capital Equip/Improvements	\$ 992,802	\$ 2,317,904	\$ 1,876,523	\$ 1,795,200	\$ 6,065,244	\$ 23,194,109
Restricted Funds Expenditures	\$ 83,286	\$ 34,289	\$ 17,329	\$ 331,750	\$ 331,750	\$ 231,863
Total General Fund Budget	\$ 25,886,343	\$ 29,050,130	\$ 15,230,095	\$ 29,328,540	\$ 34,911,414	\$ 52,145,185

City of Nacogdoches
2022 / 2023 General Fund Reserves Expenditures

Description	Reserves	Restricted
Special Projects:		
Airport - TXDOT Grant City Match	\$ 150,000	
Planning & Zoning - Development Review Process Assessment	\$ 35,000	
Police - Signon Incentives	\$ 74,000	
City-Wide - Employee Retention Payments	\$ 823,109	
Trf to Equip Repl Fund - Building Maint/AC Replacements	\$ 100,000	
	<u>\$ 1,182,109</u>	
Capital Equipment:		
Animal Shelter - Security Upgrades	\$ 20,000	
Court - Incode Software Online Version	\$ 30,000	
Historic Sites - Durst Taylor Barn Roof	\$ 40,000	
Historic Sites - Sterne Hoya Roof	\$ 94,000	
Info Tech - Online Backups	\$ 5,000	
Info Tech - Replacement PCs	\$ 50,000	
Parks - Fence at Youth Soccer	\$ 12,000	
Parks - Festival Park Branded Trash Cans	\$ 10,500	
Rec - Gym Divider Curtain	\$ 12,000	
Rec - Weight Room Update	\$ 7,500	
Streets - Auto Crosswalks	\$ 30,000	
Streets - Backhoe Bucket Thumb	\$ 7,000	
Streets - Crash Bollards	\$ 25,000	
Streets - Message Board	\$ 30,000	
Streets - Radar Equipment	\$ 10,000	
Non-Dept - Mid-Year Allocations as needed	\$ 75,000	
PEG Restricted Capital as needed		\$ 200,000
	<u>\$ 458,000</u>	<u>\$ 200,000</u>
Grand Total	\$ 1,640,109	\$ 200,000

City of Nacogdoches
2022 / 2023 Utility Fund Summary

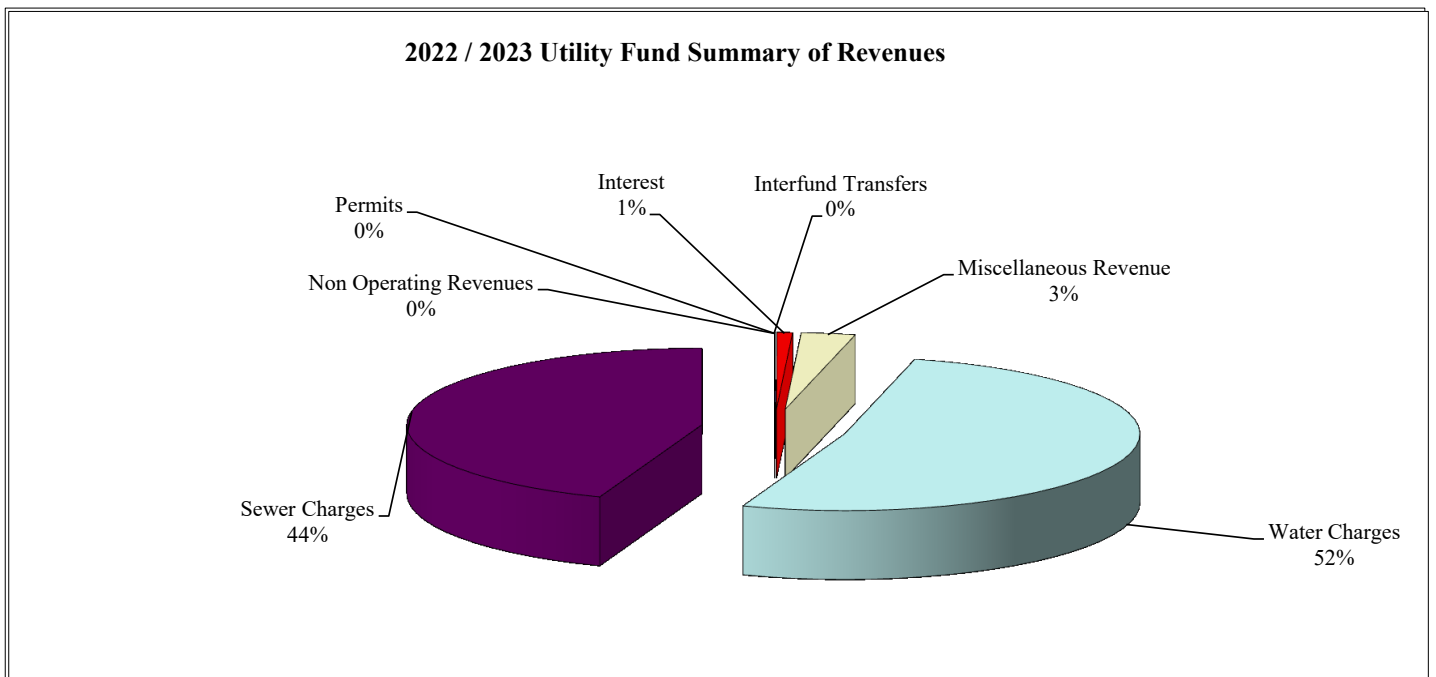
	Water & Sewer Operations	Capital Replacement	Debt Service	Debt Service Reserve	Total Water & Sewer Fund
October 1, 2022 Estimated Cash Reserves					
Unrestricted Cash & Cash Equivalents	\$ 6,054,503				\$ 6,054,503
Restricted Cash for ARPA Funding		\$ 3,813,370			\$ 3,813,370
Restricted Cash for Equipment Replacement		\$ 7,478,353			\$ 7,478,353
Restricted Cash for Future Water & Sewer CIP		\$ 5,725,852			\$ 5,725,852
Restricted Cash for Debt Service			\$ 1,786,219		\$ 1,786,219
Restricted Cash for Debt Service Reserve				\$ 1,406,054	\$ 1,406,054
Total Estimated Beginning Cash Balance	\$ 6,054,503	\$ 17,017,575	\$ 1,786,219	\$ 1,406,054	\$ 26,264,351
2022 / 2023 Budget Revenues					
Permits	\$ 5,000				\$ 5,000
Interest	\$ 25,000	\$ 119,900	\$ 15,000	\$ 12,000	\$ 171,900
Miscellaneous Revenue	\$ 597,500				\$ 597,500
Water Sales	\$ 10,500,000				\$ 10,500,000
Sewer Sales	\$ 9,000,000				\$ 9,000,000
Interfund Transfers	\$ -				\$ -
Total 2022 / 2023 Budget Revenues	\$ 20,127,500	\$ 119,900	\$ 15,000	\$ 12,000	\$ 20,274,400
2022 / 2023 Other Finance Sources					
Contribution from Operations-Debt Service			\$ 3,743,025		\$ 3,743,025
Contribution from Operations-Depreciation		\$ 3,692,127			\$ 3,692,127
Contribution from Operations-Future Water & Sewer CIP		\$ 1,000,000			\$ 1,000,000
Total 2022 / 2023 Other Finance Sources	\$ -	\$ 4,692,127	\$ 3,743,025	\$ -	\$ 8,435,152
Total Available Funds	\$ 26,182,003	\$ 21,829,602	\$ 5,544,244	\$ 1,418,054	\$ 54,973,903
2022 / 2023 Operating Budget Expenses					
Water Billing	\$ 1,446,007				\$ 1,446,007
Water Production	\$ 2,542,701				\$ 2,542,701
Distribution & Collection	\$ 1,761,076				\$ 1,761,076
Wastewater Treatment	\$ 2,609,190				\$ 2,609,190
Non - Departmental	\$ 416,699				\$ 416,699
Debt Service - Principal			\$ 3,445,000		\$ 3,445,000
Debt Service - Interest			\$ 298,025		\$ 298,025
Inter - Fund Transfers	\$ 3,606,807				\$ 3,606,807
Total 2022 / 2023 Operating Budget Expenses	\$ 12,382,480	\$ -	\$ 3,743,025	\$ -	\$ 16,125,505

City of Nacogdoches
2022 / 2023 Utility Fund Summary

	Water & Sewer Operations	Capital Replacement	Debt Service	Debt Service Reserve	Total Water & Sewer Fund
2022 / 2023 Capital Improvements					
<u>Water Projects</u>					
Water Line Additions/Replacements - ARPA		\$ 2,000,000			\$ 2,000,000
Water Line Additions/Replacements		\$ 750,000			\$ 750,000
Water Line Developer Reimb.		\$ 250,000			\$ 250,000
Water Well Rehab (one annually)		\$ 225,000			\$ 225,000
AMI System Replacement		\$ 4,772,000			\$ 4,772,000
<u>Wastewater Projects</u>					
Beltpress Building		\$ 1,350,000			\$ 1,350,000
Sanitary Sewer Line Additions/Replacements - ARPA		\$ 5,800,000			\$ 5,800,000
Sanitary Sewer Line Additions/Replacements		\$ 500,000			\$ 500,000
Sanitary Sewer Line Developer Reimb.		\$ 250,000			\$ 250,000
Total 2022 / 2023 Capital Improvements	\$ -	\$ 15,897,000	\$ -	\$ -	\$ 15,897,000
2022 / 2023 Capital Equipment					
Water Production - SCADA upgrades		\$ 100,000			\$ 100,000
Water Production - Major System Repairs		\$ 50,000			\$ 50,000
Water Production - Turbidity Sensors		\$ 24,000			\$ 24,000
Water Production - Replace Alum Pumps		\$ 22,000			\$ 22,000
Water Production - Vacuum Pump for Basins		\$ 17,000			\$ 17,000
Water Production - Repair Filter Panel at Lake		\$ 14,000			\$ 14,000
Water Production - Control Panel Pressure Tank SWPS		\$ 20,000			\$ 20,000
Water Production - Repair GST CH North		\$ 20,000			\$ 20,000
Water Production - Replace LP & MP Pumps		\$ 35,000			\$ 35,000
Utility Const - Hydro Excavation Trailer		\$ 150,000			\$ 150,000
Utility Const - Replace Backhoe Unit #686		\$ 140,000			\$ 140,000
Utility Const - Replace 2Ton Work Truck Unit #551		\$ 90,000			\$ 90,000
Utility Const - Dirt Storage Building		\$ 80,000			\$ 80,000
Utility Const - Exmark Mower		\$ 15,000			\$ 15,000
Utility Const - 20' Utility Trailer		\$ 7,500			\$ 7,500
Wastewater - SCADA upgrades		\$ 100,000			\$ 100,000
Wastewater - Portable Chlorine Boost Trailer		\$ 30,000			\$ 30,000
Wastewater - Disc Aerator Replacement		\$ 41,600			\$ 41,600
Wastewater - Influent Pump Replacement		\$ 70,000			\$ 70,000
Wastewater - Major Plant Repairs		\$ 75,000			\$ 75,000
Wastewater - Major Pump/Lift Station Repairs		\$ 20,000			\$ 20,000
Wastewater - Tac Pac Lift Stations		\$ 16,500			\$ 16,500
Wastewater - Linko Pretreatment Software		\$ 12,800			\$ 12,800
Wastewater - Sampler		\$ 7,000			\$ 7,000
Total 2022 / 2023 Capital Equipment	\$ -	\$ 1,157,400	\$ -	\$ -	\$ 1,157,400
Other Finance Uses					
Contributions to Debt Service	\$ 3,743,025				\$ 3,743,025
Contributions to Capital Replacement - Depreciation	\$ 3,692,127				\$ 3,692,127
Contributions to Capital Replacement - Future CIP	\$ 1,000,000				\$ 1,000,000
Total Other Finance Uses	\$ 8,435,152	\$ -	\$ -	\$ -	\$ 8,435,152
September 30, 2023 Estimated Cash Reserves					
Unrestricted Cash & Cash Equivalents	\$ 5,364,372				\$ 5,364,372
Restricted Cash for Capital/CIP		\$ 4,775,202			\$ 4,775,202
Restricted Cash for Debt Service			\$ 1,801,220		\$ 1,801,220
Restricted Cash for Debt Service Reserve				\$ 1,418,054	\$ 1,418,054
Total Estimated Ending Cash Balance	\$ 5,364,372	\$ 4,775,202	\$ 1,801,220	\$ 1,418,054	\$ 13,358,847
Total Allocated Funds	\$ 26,182,003	\$ 21,829,602	\$ 5,544,244	\$ 1,418,054	\$ 54,973,903
25% Required Reserves	\$ 4,031,376				
Excess over Reserve Requirement	\$ 1,332,995				

City of Nacogdoches
2022 / 2023 Utility Fund Revenues

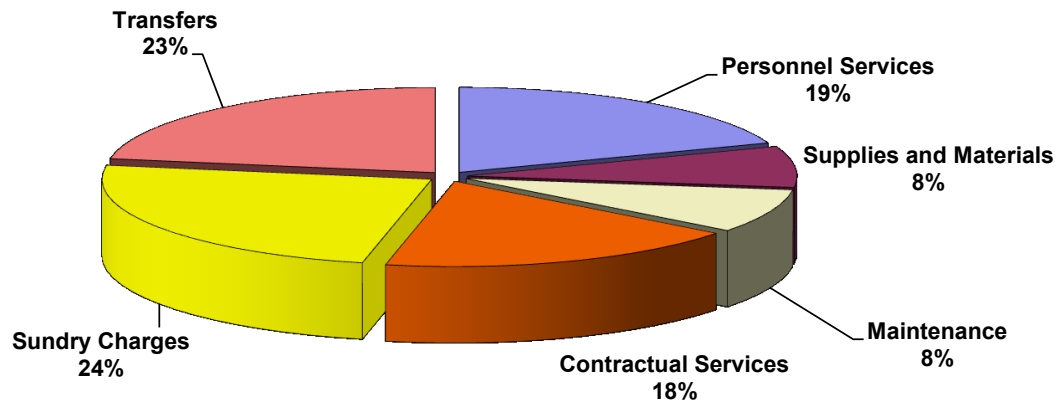
	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
Permits	\$ 39,995	\$ 36,693	\$ 18,703	\$ 35,000	\$ 35,000	\$ 5,000
Interest	\$ 348,442	\$ 68,404	\$ 35,445	\$ 38,500	\$ 38,500	\$ 171,900
Miscellaneous Revenue	\$ 680,718	\$ 648,352	\$ 323,504	\$ 597,500	\$ 597,500	\$ 597,500
Water Charges	\$ 9,877,555	\$ 10,212,346	\$ 5,082,504	\$ 10,200,000	\$ 10,200,000	\$ 10,500,000
Sewer Charges	\$ 8,715,721	\$ 8,713,584	\$ 4,380,267	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000
Interfund Transfers	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -
Non Operating Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Budgeted Revenues	\$ 19,662,431	\$ 19,829,379	\$ 9,840,423	\$ 19,871,000	\$ 19,871,000	\$ 20,274,400



City of Nacogdoches
2022 / 2023 Utility Fund Expenses by Classification

	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
Personnel Services	\$ 2,771,351	\$ 2,764,734	\$ 1,493,408	\$ 3,062,668	\$ 3,062,668	\$ 3,122,686
Supplies and Materials	\$ 884,154	\$ 874,711	\$ 503,866	\$ 1,288,341	\$ 1,290,341	\$ 1,256,064
Maintenance	\$ 1,184,465	\$ 1,300,132	\$ 633,922	\$ 1,394,397	\$ 1,454,333	\$ 1,338,422
Contractual Services	\$ 1,721,062	\$ 2,013,347	\$ 1,043,703	\$ 2,232,832	\$ 2,462,657	\$ 2,887,386
Sundry Charges	\$ 4,153,930	\$ 4,436,723	\$ 1,475,724	\$ 4,140,997	\$ 4,140,997	\$ 3,914,140
Transfers	\$ 3,704,264	\$ 3,557,514	\$ 1,828,940	\$ 3,657,881	\$ 3,657,881	\$ 3,606,807
Total	\$ 14,419,226	\$ 14,947,161	\$ 6,979,563	\$ 15,777,116	\$ 16,068,877	\$ 16,125,505

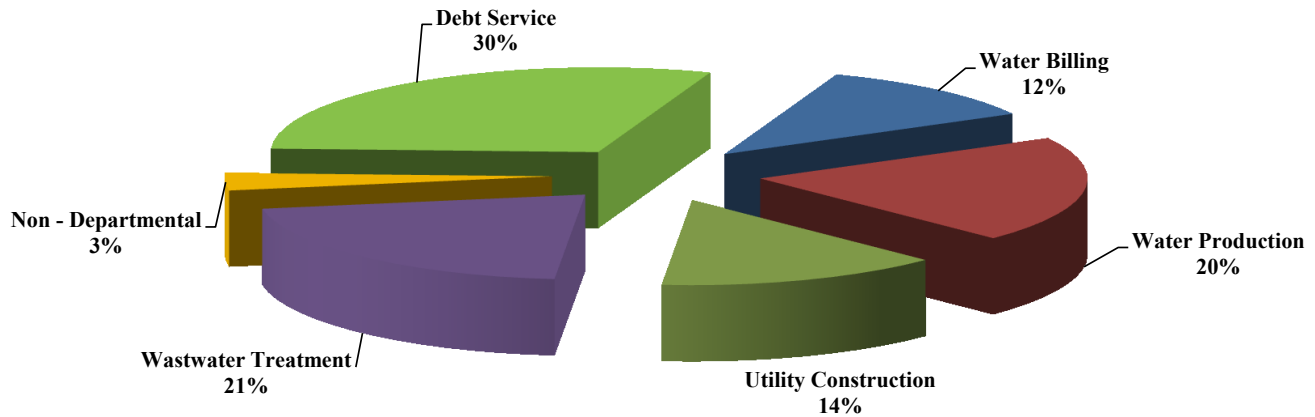
2022 /2023 Utility Fund Expenses by Classification



City of Nacogdoches
2022 / 2023 Utility Fund Expenses by Department

	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
Water Billing	\$ 1,325,128	\$ 1,234,558	\$ 658,537	\$ 1,362,907	\$ 1,422,843	\$ 1,446,007
Water Production	\$ 1,592,493	\$ 1,826,155	\$ 910,930	\$ 2,574,339	\$ 2,749,339	\$ 2,542,701
Utility Construction	\$ 1,332,141	\$ 1,314,050	\$ 775,575	\$ 1,472,746	\$ 1,474,746	\$ 1,761,076
Wastewater Treatment	\$ 2,151,517	\$ 2,265,633	\$ 1,160,660	\$ 2,338,479	\$ 2,388,479	\$ 2,609,190
Non - Departmental	\$ 342,920	\$ 403,222	\$ 176,707	\$ 400,882	\$ 405,707	\$ 416,699
Debt Service	\$ 3,970,763	\$ 4,346,029	\$ 1,468,214	\$ 3,969,882	\$ 3,969,882	\$ 3,743,025
Total Operating Expenses	\$ 10,714,962	\$ 11,389,647	\$ 5,150,623	\$ 12,119,235	\$ 12,410,996	\$ 12,518,698
Inter - Fund Transfers	\$ 3,704,264	\$ 3,557,514	\$ 1,828,940	\$ 3,657,881	\$ 3,657,881	\$ 3,606,807
Total Expenses	\$ 14,419,226	\$ 14,947,161	\$ 6,979,563	\$ 15,777,116	\$ 16,068,877	\$ 16,125,505

2022 / 2023 Utility Fund Summary of Expenses



City of Nacogdoches
2022 / 2023 Utility Fund Capital Equipment

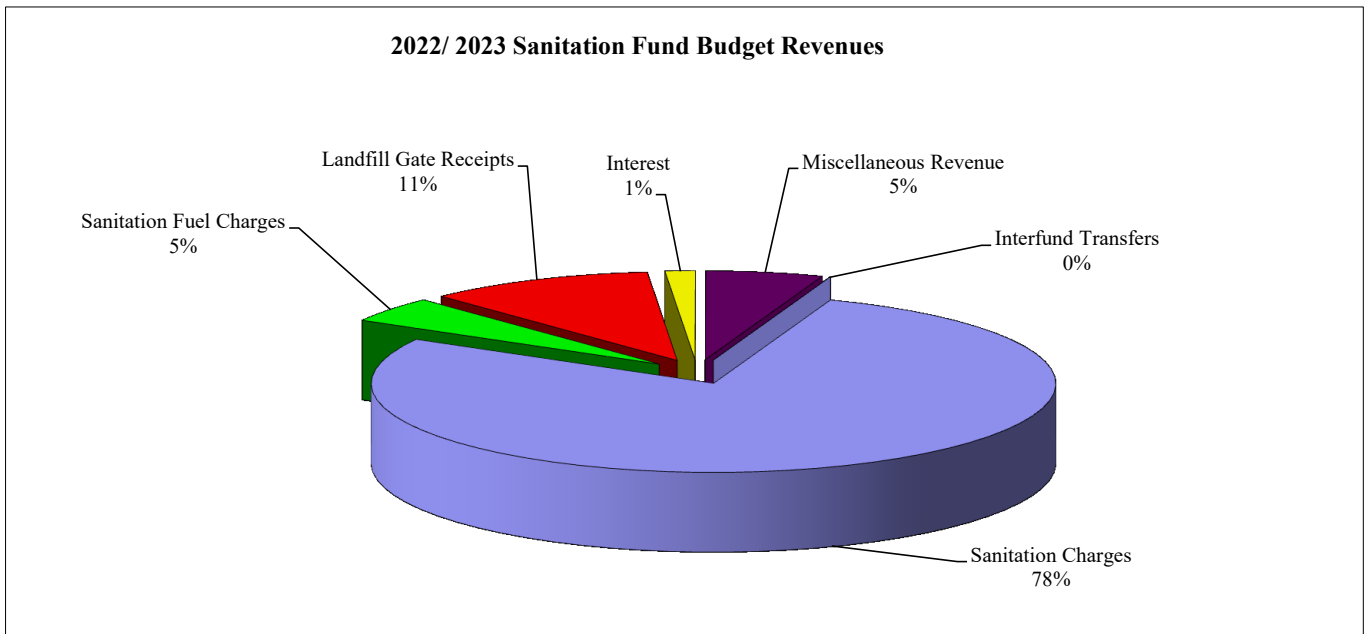
Department	Description	Operations	Depreciation Fund
Water Production	SCADA upgrades		\$100,000
Water Production	Major System Repairs		\$50,000
Water Production	Turbidity Sensors		\$24,000
Water Production	Replace Alum Pumps		\$22,000
Water Production	Vacuum Pump for Basins		\$17,000
Water Production	Repair Filter Panel at Lake		\$14,000
Water Production	Control Panel Pressure Tank SWPS		\$20,000
Water Production	Repair GST CH North		\$20,000
Water Production	Replace LP & MP Pumps		\$35,000
Utility Construction	Hydro Excavation Trailer		\$150,000
Utility Construction	Replace Backhoe Unit #686		\$140,000
Utility Construction	Replace 2Ton Work Truck Unit #551		\$90,000
Utility Construction	Dirt Storage Building		\$80,000
Utility Construction	Exmark Mower		\$15,000
Utility Construction	20' Utility Trailer		\$7,500
Wastewater Treatment	SCADA upgrades		\$100,000
Wastewater Treatment	Portable Chlorine Boost Trailer		\$30,000
Wastewater Treatment	Disc Aerator Replacement		\$41,600
Wastewater Treatment	Influent Pump Replacement		\$70,000
Wastewater Treatment	Major Plant Repairs		\$75,000
Wastewater Treatment	Major Pump/Lift Station Repairs		\$20,000
Wastewater Treatment	Tac Pac Lift Stations		\$16,500
Wastewater Treatment	Linko Pretreatment Software		\$12,800
Wastewater Treatment	Sampler		\$7,000
Total Capital		\$ -	\$ 1,157,400

City of Nacogdoches
2022 / 2023 Sanitation Fund Summary

	Sanitation Fund Operations	Capital Replacement	Landfill Pit Liability Account	Total Sanitation Fund
October 1, 2022 Estimated Cash Reserves				
Unrestricted Cash & Cash Equivalents	\$ 3,068,170			\$ 3,068,170
Restricted Cash for Equipment Replacement		\$ 2,363,804		\$ 2,363,804
Restricted Cash for Landfill Pit Liability			\$ 7,391,120	\$ 7,391,120
Total Estimated Beginning Cash Balance	\$ 3,068,170	\$ 2,363,804	\$ 7,391,120	\$ 12,823,094
2022 / 2023 Budget Revenues				
Sanitation Charges	\$ 5,616,000			\$ 5,616,000
Sanitation Fuel Charges	\$ 336,000			\$ 336,000
Landfill Gate Receipts	\$ 775,000			\$ 775,000
Interest	\$ 60,000	\$ 42,900		\$ 102,900
Miscellaneous Revenue	\$ 400,000			\$ 400,000
Interfund Transfers	\$ -			\$ -
Total 2022 / 2023 Budget Revenues	\$ 7,187,000	\$ 42,900	\$ -	\$ 7,229,900
2022 / 2023 Other Finance Sources				
Contributions from Operations-Depreciation		\$ 959,319		\$ 959,319
Contributions from Operations-Additional Capital		\$ 750,000		\$ 750,000
Contributions from Operations-Closure/Postclosure			\$ 250,000	\$ 250,000
Contributions from Operations-New Cell Construction			\$ 250,000	\$ 250,000
Total 2022 / 2023 Other Finance Sources	\$ -	\$ 1,709,319	\$ 500,000	\$ 2,209,319
Total Available Funds	\$ 10,255,170	\$ 4,116,023	\$ 7,891,120	\$ 22,262,313
2022 / 2023 Budget Operating Expenses				
Sanitation Collection	\$ 1,578,951			\$ 1,578,951
Sanitation Disposal	\$ 1,060,366			\$ 1,060,366
Sanitation Administration	\$ 214,073			\$ 214,073
Non - Departmental	\$ 381,940			\$ 381,940
Inter - Fund Transfers	\$ 2,309,512			\$ 2,309,512
Total 2022 / 2023 Budget Operating Expenses	\$ 5,544,842	\$ -	\$ -	\$ 5,544,842
2022 / 2023 Capital Improvements				
Permit Amendment			\$ 500,000	\$ 500,000
New Cell Construction			\$ 3,000,000	\$ 3,000,000
Total 2022 / 2023 Capital Improvements	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000
2022 / 2023 Capital Equipment				
Sanitation Collection - Replace Front Load Garbage Truck (2)		\$ 825,000		\$ 825,000
Sanitation Disposal - D6 Dozer		\$ 625,000		\$ 625,000
Sanitation Disposal - Generator for Scale House		\$ 20,000		\$ 20,000
Total 2022 / 2023 Capital Equipment Expenses	\$ -	\$ 1,470,000	\$ -	\$ 1,470,000
Other Finance Uses				
Contributions to Equipment Replacement	\$ 959,319			\$ 959,319
Contributions to Capital Equipment	\$ 750,000			\$ 750,000
Contributions to Landfill Closure/Post Closure	\$ 250,000			\$ 250,000
Contributions to Landfill New Cell Construction	\$ 250,000			\$ 250,000
Total Other Finance Uses	\$ 2,209,319	\$ -	\$ -	\$ 2,209,319
September 30, 2023 Estimated Cash Reserves				
Unrestricted Cash & Cash Equivalents	\$ 2,501,009			\$ 2,501,009
Restricted Cash for Equipment Replacement		\$ 2,646,023		\$ 2,646,023
Restricted Cash for Landfill Pit Liability			\$ 4,391,120	\$ 4,391,120
Total Estimated Ending Cash Balance	\$ 2,501,009	\$ 2,646,023	\$ 4,391,120	\$ 9,538,152
Total Allocated Funds	\$ 10,255,170	\$ 4,116,023	\$ 7,891,120	\$ 22,262,313
25% Required Reserves	\$ 1,386,211			
Excess over Reserve Requirement	\$ 1,114,799			

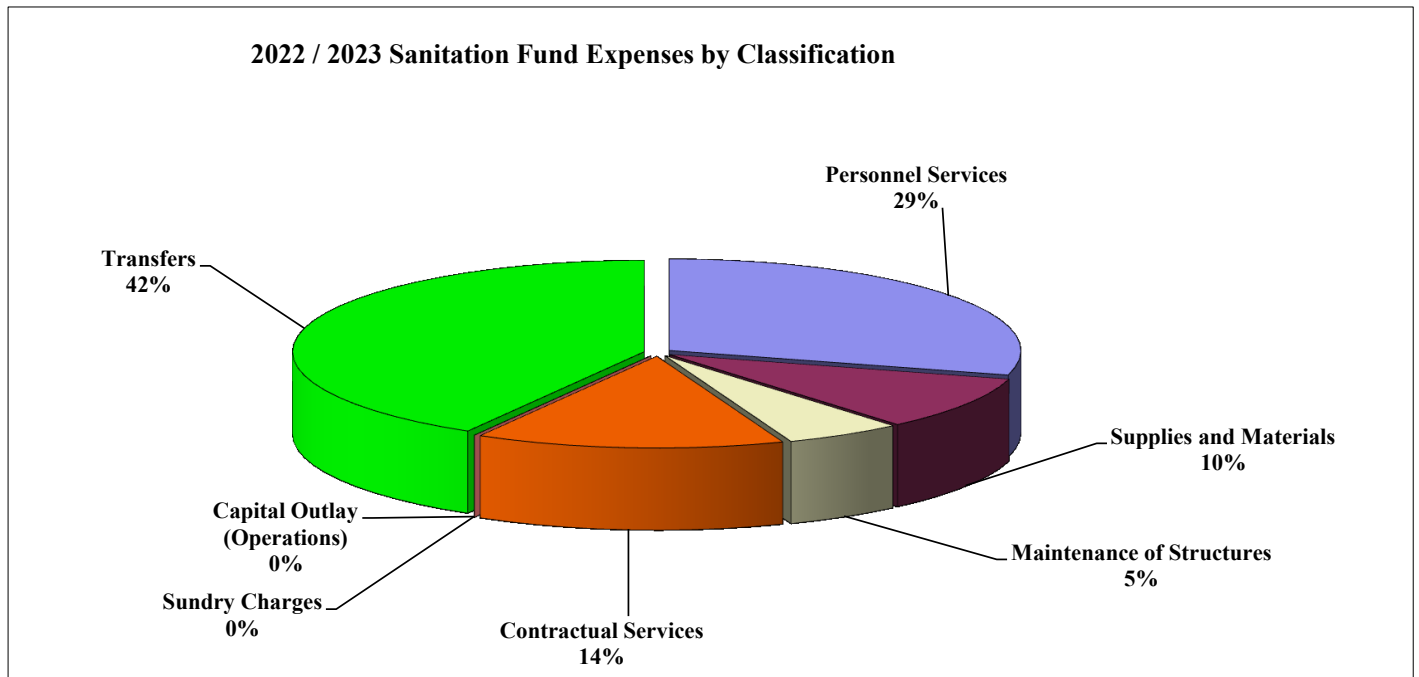
City of Nacogdoches
2022 / 2023 Sanitation Fund Revenues

	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
Sanitation Charges	\$ 5,431,650	\$ 5,506,805	\$ 2,833,686	\$ 5,496,000	\$ 5,496,000	\$ 5,616,000
Sanitation Fuel Charges	\$ 191,540	\$ 247,482	\$ 161,378	\$ 222,000	\$ 222,000	\$ 336,000
Landfill Gate Receipts	\$ 682,017	\$ 819,952	\$ 415,668	\$ 680,000	\$ 680,000	\$ 775,000
Interest	\$ 141,119	\$ 78,392	\$ 21,489	\$ 25,000	\$ 25,000	\$ 102,900
Miscellaneous Revenue	\$ 370,284	\$ 277,767	\$ 461,439	\$ 375,000	\$ 375,000	\$ 400,000
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Revenues	\$ 6,816,610	\$ 6,930,398	\$ 3,893,660	\$ 6,798,000	\$ 6,798,000	\$ 7,229,900



City of Nacogdoches
2022 / 2023 Sanitation Fund Expenses by Classification

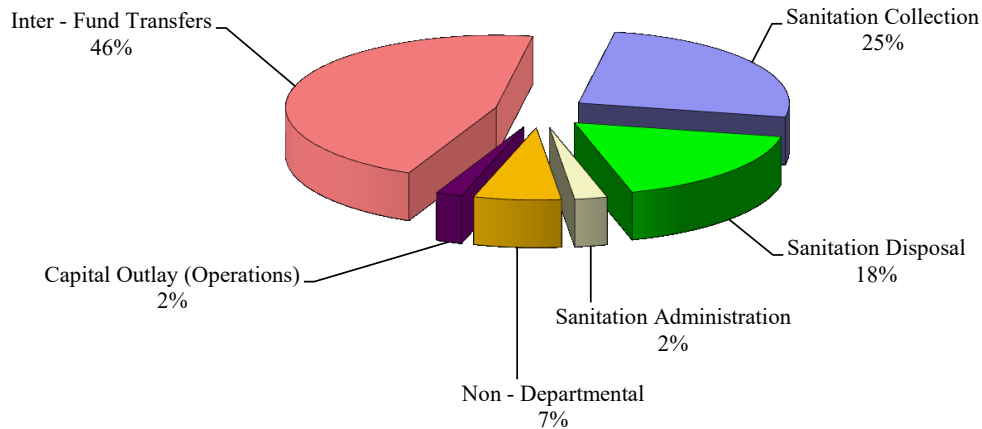
	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
Personnel Services	\$ 1,101,379	\$ 1,572,688	\$ 741,334	\$ 1,564,225	\$ 1,564,225	\$ 1,626,109
Supplies and Materials	\$ 189,734	\$ 259,237	\$ 191,791	\$ 330,900	\$ 480,900	\$ 526,100
Maintenance of Structures	\$ 339,181	\$ 513,900	\$ 149,796	\$ 296,614	\$ 296,614	\$ 297,914
Contractual Services	\$ 468,816	\$ 734,280	\$ 286,144	\$ 751,420	\$ 756,245	\$ 785,207
Sundry Charges	\$ 97,486	\$ 76,277	\$ -	\$ -	\$ -	\$ -
Capital Outlay (Operations)	\$ 82,014	\$ 98,179	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 2,358,249	\$ 2,294,810	\$ 1,169,522	\$ 2,289,044	\$ 2,289,044	\$ 2,309,512
Total	\$ 4,636,859	\$ 5,549,371	\$ 2,538,587	\$ 5,232,203	\$ 5,387,028	\$ 5,544,842



City of Nacogdoches
2022 / 2023 Sanitation Fund Expenses by Department

	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
Sanitation Collection	\$ 1,082,445	\$ 1,659,642	\$ 726,696	\$ 1,418,811	\$ 1,568,811	\$ 1,578,951
Sanitation Disposal	\$ 720,427	\$ 976,993	\$ 377,080	\$ 956,517	\$ 956,517	\$ 1,060,366
Sanitation Administration	\$ -	\$ 136,159	\$ 85,980	\$ 196,049	\$ 196,049	\$ 214,073
Non - Departmental	\$ 393,724	\$ 383,588	\$ 179,309	\$ 371,782	\$ 376,607	\$ 381,940
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay (Operations)	\$ 82,014	\$ 98,179	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ 2,278,610	\$ 3,254,561	\$ 1,369,065	\$ 2,943,159	\$ 3,097,984	\$ 3,235,330
Inter - Fund Transfers	\$ 2,358,249	\$ 2,294,810	\$ 1,169,522	\$ 2,289,044	\$ 2,289,044	\$ 2,309,512
Total Expenses	\$ 4,636,859	\$ 5,549,371	\$ 2,538,587	\$ 5,232,203	\$ 5,387,028	\$ 5,544,842

2022 / 2023 Sanitation Fund Summary of Expenses



City of Nacogdoches
2022 / 2023 Sanitation Fund Capital Equipment

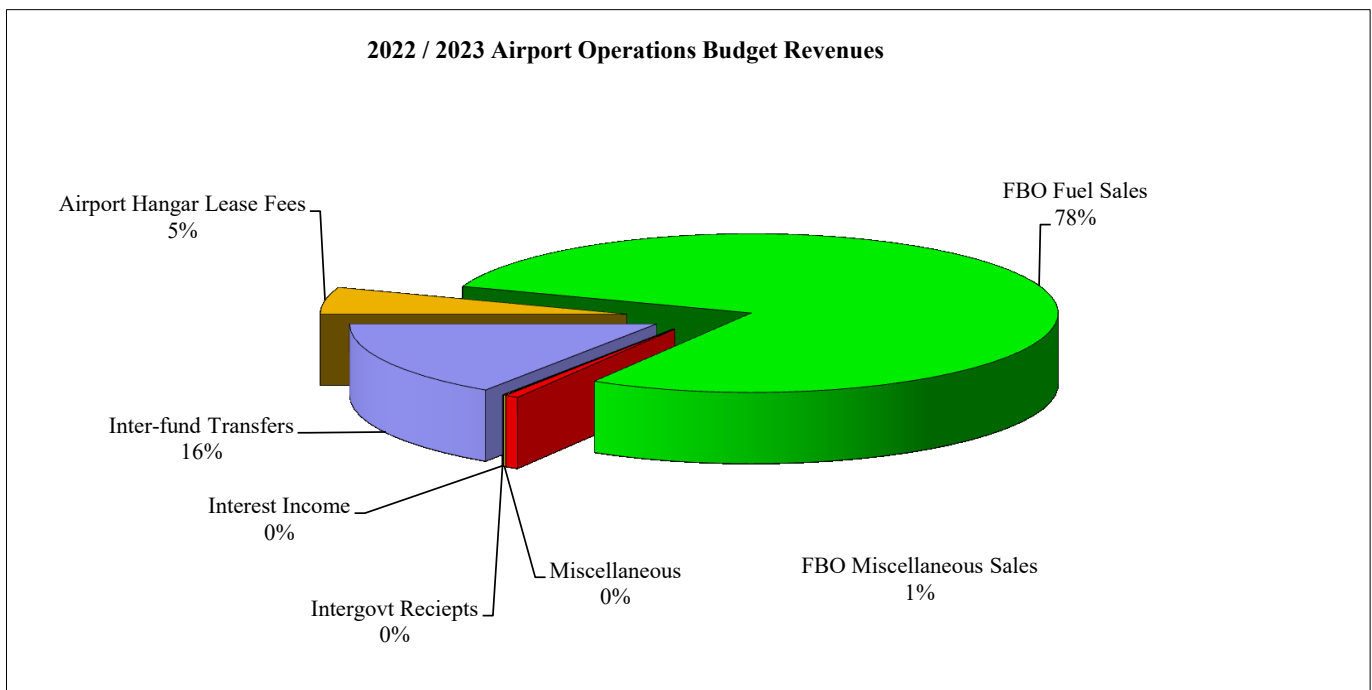
Department	Description	Operations	Depreciation Fund
Sanitation Collection	Replace Front Load Garbage Truck (2)	\$	825,000
Sanitation Disposal	D6 Dozer	\$	625,000
Sanitation Disposal	Generator for Scale House	\$	20,000
Total Capital		\$ -	\$ 1,470,000

City of Nacogdoches
2022 / 2023 Airport FBO Operations Summary

	<u>Airport FBO Operations</u>
October 1, 2022 Estimated Cash Reserves	
Unrestricted Cash & Cash Equivalents	<u>\$ 179,587</u>
 Total Estimated Beginning Cash Balance	 \$ 179,587
 2022 / 2023 Budget Revenues	
Airport Hangar Lease Fees	\$ 35,000
FBO Fuel Sales	\$ 500,000
FBO Miscellaneous Sales	\$ 4,500
Miscellaneous	\$ 500
Interest Income	\$ 350
Inter-fund Transfers	<u>\$ 100,000</u>
 Total 2022 / 2023 Budget Revenues	 \$ 640,350
 Total Available Funds	 \$ 819,937
 2022 / 2023 Budget Operating Expenditures	
Airport Operations	\$ 603,155
Airport Non-Departmental	<u>\$ -</u>
 Total 2022 / 2023 Operating Budget Expenditures	 \$ 603,155
 September 30, 2023 Estimated Cash Reserves	
Unrestricted Cash & Cash Equivalents	\$ 216,782
 Total Estimated Ending Cash Balance	 \$ 216,782
 Total Allocated Funds	 \$ 819,937

City of Nacogdoches
2022 / 2023 Airport FBO Operations Revenues

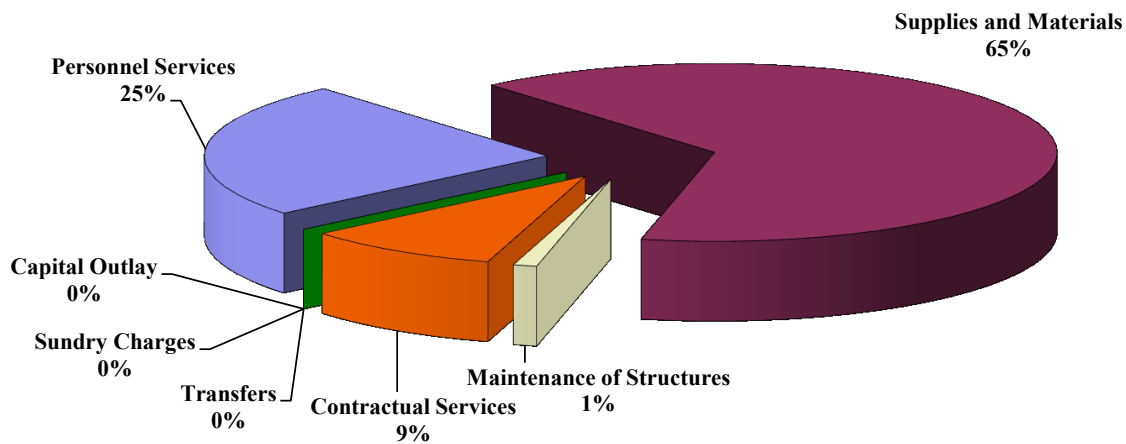
	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
Airport Hangar Lease Fees	\$ 35,096	\$ 32,969	\$ 37,099	\$ 35,000	\$ 35,000	\$ 35,000
FBO Fuel Sales	\$ 331,957	\$ 360,398	\$ 247,497	\$ 350,000	\$ 350,000	\$ 500,000
FBO Miscellaneous Sales	\$ 5,448	\$ 3,557	\$ 2,987	\$ 4,500	\$ 4,500	\$ 4,500
Miscellaneous	\$ -	\$ -	\$ 2,226	\$ 500	\$ 500	\$ 500
Interest Income	\$ 261	\$ 421	\$ 225	\$ 350	\$ 350	\$ 350
Intergovt Reciepts	\$ -	\$ 53,000	\$ -	\$ -	\$ -	\$ -
Inter-fund Transfers	\$ 50,000	\$ 100,000	\$ -	\$ 105,000	\$ 105,000	\$ 100,000
Total Operating Revenues	\$ 422,762	\$ 550,345	\$ 290,034	\$ 495,350	\$ 495,350	\$ 640,350



City of Nacogdoches
2022 / 2023 Airport FBO Operations Expenses by Classification

	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
Personnel Services	\$ 172,226	\$ 153,514	\$ 82,457	\$ 166,075	\$ 166,075	\$ 149,529
Supplies and Materials	\$ 216,878	\$ 236,255	\$ 155,734	\$ 264,500	\$ 264,500	\$ 390,700
Maintenance of Structures	\$ 3,977	\$ 4,308	\$ 2,551	\$ 6,500	\$ 6,500	\$ 6,700
Contractual Services	\$ 30,766	\$ 38,162	\$ 21,381	\$ 56,865	\$ 56,865	\$ 56,226
Sundry Charges	\$ 100	\$ (600)	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 423,947	\$ 431,639	\$ 262,123	\$ 493,940	\$ 493,940	\$ 603,155

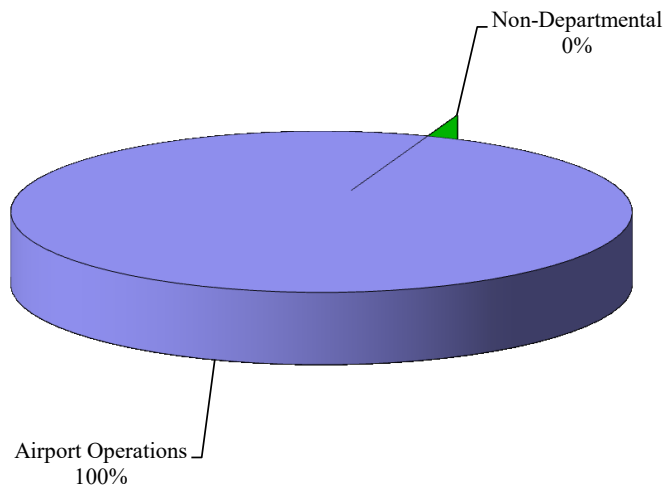
2022 / 2023 Airport Operations Expenditures by Classification



City of Nacogdoches
2022 / 2023 Airport FBO Operations Expenses by Department

	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
Airport Operations	\$ 423,947	\$ 431,639	\$ 262,123	\$ 493,940	\$ 493,940	\$ 603,155
Non-Departmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenditures	\$ 423,947	\$ 431,639	\$ 262,123	\$ 493,940	\$ 493,940	\$ 603,155

2022 / 2023 Airport Operations Summary of Expenditures



City of Nacogdoches
2022 / 2023 Special Revenue Funds Summary

	Economic Development Fund	Airport Construction Fund	Forfeiture Fund	Historical Fund	Public Safety Training Fund	Mayor's Committee on Disability	Special Grant Fund	Total
<u>Beginning Fund Balance</u>	\$ 259,700	\$ 282,493	\$ 650,583	\$ 31,480	\$ 16,601	\$ 5,899	\$ 973,563	\$ 2,220,319
<u>Revenues</u>								
Intergovernmental Receipts		\$ 1,400,000			\$ 3,900		\$ 32,000	\$ 1,435,900
Fines/Forfeitures			\$ -					\$ -
Payment Recv' on Loans	\$ 37,248							\$ 37,248
Investment Earnings	\$ 2,500	\$ 750	\$ 1,000	\$ 250	\$ 20		\$ 2,500	\$ 7,020
Contributions & Donations								\$ -
Inter-Fund Transfers	\$ 225,000	\$ 200,000		\$ 25,000		\$ 5,000		\$ 455,000
Total Revenues	\$ 264,748	\$ 1,600,750	\$ 1,000	\$ 25,250	\$ 3,920	\$ 5,000	\$ 34,500	\$ 1,935,168
<u>Expenditures</u>								
Airport Construction		\$ 1,600,000						\$ 1,600,000
Forfeiture			\$ 960					\$ 960
Historical				\$ 25,000				\$ 25,000
Public Safety Training - Police					\$ 5,000			\$ 5,000
Public Safety Training - Fire					\$ 3,000			\$ 3,000
Mayor's Committee on Disability						\$ 5,000		\$ 5,000
Police							\$ -	\$ -
Library							\$ 32,000	\$ 32,000
Non Departmental							\$ 200,000	\$ 200,000
Interfund Transfers	\$ 112,248							\$ 112,248
Total Expenditures	\$ 112,248	\$ 1,600,000	\$ 960	\$ 25,000	\$ 8,000	\$ 5,000	\$ 232,000	\$ 1,983,208
<u>Ending Fund Balance</u>	\$ 412,200	\$ 283,243	\$ 650,623	\$ 31,730	\$ 12,521	\$ 5,899	\$ 776,063	\$ 2,172,279

City of Nacogdoches
2022 / 2023 Hotel / Motel Tax Fund Summary

October 1, 2022 Estimated Beginning Cash Balance							\$	552,125				
	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023						
Revenues												
Hotel / Motel Occupancy Tax Receipts	\$	610,331	\$	769,673	\$	338,475	\$	725,000	\$	725,000	\$	800,000
Misc Grant/Contributions Receipts	\$	-	\$	1,350	\$	-	\$	-	\$	30,000	\$	-
Interest	\$	17,100	\$	962	\$	519	\$	500	\$	500	\$	3,000
Total Revenues	\$	627,431	\$	771,985	\$	338,994	\$	725,500	\$	755,500	\$	803,000
										</		

City of Nacogdoches
2022 / 2023 Debt Service Fund Summary

October 1, 2022 Estimated Beginning Cash Balance		
2021 Tax Note	\$	265,211
2022 Certificates of Obligation	\$	-
Total Beginning Balance	\$	265,211
Revenues		
2021 Tax Note	\$	223,465
2022 Certificates of Obligation	\$	1,371,537
Total Current Taxes	\$	1,595,002
2021 Tax Note	\$	4,603
2022 Certificates of Obligation	\$	27,879
Total Delinquent Taxes	\$	32,482
Interest	\$	10,000
Total Revenues	\$	1,637,484
Total Available Funds	\$	1,902,695
Expenditures		
2021 Tax Note	\$	212,000
2022 Certificates of Obligation	\$	640,000
Total Principal Payments	\$	852,000
2021 Tax Note	\$	14,063
2022 Certificates of Obligation	\$	745,533
Total Interest Payments	\$	759,596
Total Expenditures	\$	1,611,596
September 30, 2023 Estimated Ending Cash Balance		
2021 Tax Note	\$	267,216
2020 General Obligation Refunding	\$	23,883
Total Ending Balance	\$	291,099
Total Allocated Funds	\$	1,902,695

City of Nacogdoches
2022 / 2023 Capital Projects Fund Summary

	Street Maint	RLF	Total
October 1, 2022 Estimated Beginning Cash Balance	\$ 23,251	\$ 146,457	\$ 169,708
Revenues			
Street Maintenance Fee	\$ 758,400	\$ -	\$ 758,400
Trf f/ Eco Dev Fund	\$ -	\$ 112,248	\$ 112,248
Trf f/ Utility Fund	\$ -	\$ -	\$ -
Interest	\$ 2,500	\$ 2,000	\$ 4,500
Total Revenues	\$ 760,900	\$ 114,248	\$ 875,148
Total Available Funds	\$ 784,151	\$ 260,705	\$ 1,044,856
Operations			
Bad Debt	\$ 10,900	\$ -	\$ 10,900
Capital			
Streets	\$ 750,000	\$ -	\$ 750,000
Transfer			
Payback Utility Fund to Cover RLF	\$ -	\$ -	\$ -
Total Expenditures	\$ 760,900	\$ -	\$ 760,900
September 30, 2023 Ending Cash Balance	\$ 23,251	\$ 260,705	\$ 283,956
Total Allocated Funds	\$ 784,151	\$ 260,705	\$ 1,044,856

City of Nacogdoches
2022 / 2023 Equipment Replacement Fund Summary

October 1, 2022 Estimated Beginning Balance \$ 2,821,100

Revenues

Rental Receipts	\$	584,086
Miscellaneous Revenue	\$	15,000
Oil & Gas Revenue	\$	500
Interest	\$	42,000
Trf f/ General Fund	\$	100,000

Total Revenues \$ 741,586

Total Available Funds \$ 3,562,686

Expenditures

Police - Patrol Units (6)	\$	400,000
Police - UTV	\$	27,200
Fire - Station 3 AC Units (2)	\$	20,100
Info Tech - MS Office Licenses	\$	12,000
Recreation - 5 ton AC Units (2)	\$	24,000
Parks & Cemetery- Gator at Softball	\$	8,400
Parks & Cemetery- Gator at Cemetery	\$	9,400
Parks & Cemetery- Mule Downtown	\$	17,000
Parks & Cemetery- Tractor w/ Grapple	\$	70,400
Parks & Cemetery- Mowers (2)	\$	20,800
Parks & Cemetery- Mower	\$	8,750

Total Expenditures \$ 618,050

September 30, 2023 Estimated Ending Balance \$ 2,944,636

Total Allocated Funds \$ 3,562,686

City of Nacogdoches
2022 / 2023 Self Insurance Fund Summary

October 1, 2022 Estimated Beginning Balance \$ 1,600,000

Revenues

Health Insurance

Employer Contribution to Health Insurance \$ 2,853,600

Employee Contribution to Health Insurance \$ 468,756

Retiree Contribution to Health Insurance \$ 119,556

Dental Insurance

Employer Contribution to Dental Insurance \$ 118,440

Employee Contribution to Dental Insurance \$ 53,462

Non-Operating

Interest \$ 6,000

Total Revenues \$ 3,619,814

Total Available Funds \$ 5,219,814

Expenditures

Health Insurance

Insurance Claims \$ 3,003,564

Administrative Fees \$ 744,775

Special Services \$ 28,000

Dental Insurance

Insurance Claims \$ 130,325

Administrative Fees \$ 25,550

Total Expenditures \$ 3,932,214

September 30, 2023 Estimated Ending Balance \$ 1,287,600

Total Allocated Funds \$ 5,219,814

City of Nacogdoches
Comparison of Required Notices and Legislative Services Expenditures

	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
GENERAL FUND						
Required Notice Advertising Services	\$ 4,674	\$ 9,018	\$ 5,277	\$ 6,825	\$ 6,825	\$ 11,940
Legislative Services	\$ 17,920	\$ 20,004	\$ 11,723	\$ 20,000	\$ 20,000	\$ 20,000
Total Expenditures	\$ 22,594	\$ 29,022	\$ 17,000	\$ 26,825	\$ 26,825	\$ 31,940

	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
UTILITY FUND						
Required Notice Advertising Services	\$ 1,155	\$ 88	\$ 129	\$ 2,050	\$ 2,050	\$ 900
Legislative Services	\$ 17,920	\$ 20,092	\$ 11,723	\$ 20,000	\$ 20,000	\$ 20,000
Total Expenses	\$ 19,075	\$ 20,180	\$ 11,852	\$ 22,050	\$ 22,050	\$ 20,900

	Actual Balance 2019 / 2020	Actual Balance 2020 / 2021	March Actual Balance 2021 / 2022	Adopted Budget 2021 / 2022	Amended Budget 2021 / 2022	Proposed Budget 2022 / 2023
SANITATION FUND						
Required Notice Advertising Services	\$ 816	\$ 88	\$ -	\$ -	\$ -	\$ -
Legislative Services	\$ 17,910	\$ 21,659	\$ 11,717	\$ 20,000	\$ 20,000	\$ 20,000
Total Expenses	\$ 18,726	\$ 21,747	\$ 11,717	\$ 20,000	\$ 20,000	\$ 20,000

City of Nacogdoches Capital Improvements Program 2022 / 2023

PROJECT	Total Project Cost	Amended FY 21 - 22	Proposed FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27
GENERAL FUND							
Community Facility:							
New Central Fire Station	\$ 8,080		\$ 8,080				
Maintenance Stations 1,3,4	\$ 594		\$ 594				
Relocate SW Fire Station	\$ 4,360			\$ 700	\$ 3,000	\$ 660	
Relocate NW Fire Station	\$ 4,050			\$ 550	\$ 3,000	\$ 500	
Renovate Fire Station 4	\$ 2,754			\$ 220	\$ 1,110	\$ 1,424	
Fire Training Facility	\$ 870					\$ 10	\$ 860
Community Facility Total	\$ 20,708	\$ -	\$ 8,674	\$ 1,470	\$ 7,110	\$ 2,594	\$ 860
Parks:							
Parking Lot Repaving Program (materials only)	\$ 300	\$ 120	\$ 30	\$ 30	\$ 40	\$ 40	\$ 40
Oak Grove Cemetery Repaving	\$ 45		\$ 45				
Restroom - Pecan Park	\$ 150	\$ 150					
Restrooms - Maroney Park	\$ 150	\$ 150					
Restrooms - Festival Park	\$ 210	\$ 210					
Restrooms - Banita North Park	\$ 220		\$ 220				
Restrooms - Mill Pond Park	\$ 220		\$ 220				
Restrooms - McCrimmon and Ritchie Parks	\$ 440		\$ 440				
Restrooms - Lake Nacogdoches West	\$ 440		\$ 440				
Playground - Ritchie St Park	\$ 180	\$ 180					
Playground - McCrimmon Park	\$ 240		\$ 240				
Playground - Mill Pond Park	\$ 240		\$ 240				
Playground - Lake Nacogdoches West	\$ 230				\$ 230		
Playground - Maroney	\$ 400					\$ 400	
Lake Nacogdoches West Park accessible walkway to swim area	\$ 165		\$ 165				
Soccer Drainage Phase II	\$ 75	\$ 75					
Trails Project - FoHNI Donation	\$ 43	\$ 43					
Skate Park	\$ 400				\$ 50	\$ 350	
Maroney Tennis Courts	\$ 550				\$ 550		
Pioneer Park Pedestrian Bridges (2)	\$ 240		\$ 120	\$ 120			
Baseball Parking Expansion	\$ 165				\$ 165		
Parks Total	\$ 5,103	\$ 928	\$ 2,160	\$ 150	\$ 1,035	\$ 790	\$ 40
Downtown:							
Sidewalk Replacement & Accessible Ramps (Main St)	\$ 375			\$ 75	\$ 300		
Central Garbage Sites	\$ 60			\$ 30		\$ 30	
Plaza Principal Electrical Upgrades	\$ 50	\$ 50					
Electrical Service Main Street & Festival Park	\$ 350		\$ 350				
Downtown Total	\$ 835	\$ -	\$ 350	\$ 105	\$ 300	\$ 30	\$ -
Facilities							
Mausoleum Roof Repairs	\$ 60	\$ 60					
Sunset Office & Equipment Building	\$ 425			\$ 30	\$ 395		
City Hall Renovations Phase I	\$ 1,170			\$ 70	\$ 550	\$ 550	
City Hall Renovations Phase II	\$ 4,800			\$ 400		\$ 2,750	\$ 1,650
Animal Service Center	\$ 8,625					\$ 375	\$ 8,250
Animal Shelter Dog Run Floor Resurfacing	\$ 45	\$ 45					
New Service Center	\$ 6,400					\$ 900	\$ 5,500
City Warehouse & Stores Facility	\$ 800				\$ 50	\$ 750	
Fleet Maintenance Addition & Access Road (at PW)	\$ 300	\$ 300					
City Hall Roof	\$ 200	\$ 200					
Facilities Total	\$ 22,825	\$ 605	\$ -	\$ 500	\$ 995	\$ 5,325	\$ 15,400
Streets							
City-Wide Street Rebuild to Maintenance Level	\$ 11,200		\$ 5,000		\$ 6,200		
Sidewalk Repairs & Additions	\$ 1,000				\$ 500		\$ 500
Annual Street Rehab (incl sidewalks)	\$ 1,766	\$ 516	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250
Streets Total	\$ 13,966	\$ 516	\$ 5,250	\$ 250	\$ 6,950	\$ 250	\$ 750
Drainage							
Annual Storm Sewer System Repairs	\$ 5,000		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Critical Storm System Reconstruction	\$ 4,000		\$ 4,000				
Drainage Total	\$ 9,000	\$ -	\$ 5,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
GENERAL FUND TOTAL:	\$ 72,437	\$ 2,049	\$ 21,434	\$ 3,475	\$ 17,390	\$ 9,989	\$ 18,050

City of Nacogdoches Capital Improvements Program 2022 / 2023

PROJECT	Total Project Cost	Amended FY 21 - 22	Proposed FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27
AIRPORT CONSTRUCTION FUND							
Airport Facilities:							
Airport RAMP Grant	\$ 600	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Runway and Taxiway Pavement	\$ 1,500		\$ 1,500				
Airport Development Phase 1, 2, 3	\$ 14,575			\$ 1,565	\$ 7,160	\$ 4,050	\$ 1,800
Airport Facility Total	\$ 16,675	\$ 100	\$ 1,600	\$ 1,665	\$ 7,260	\$ 4,150	\$ 1,900
AIRPORT CONSTRUCTION FUND TOTAL:	\$ 16,675	\$ 100	\$ 1,600	\$ 1,665	\$ 7,260	\$ 4,150	\$ 1,900

PROJECT	Total Project Cost	Amended FY 21 - 22	Proposed FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27
HOTEL TAX FUND							
Community Facility:							
Zion Hill Church Restoration	\$ 1,179	\$ 1,179					
Zion Hill Church Exhibits	\$ 200		\$ 200				
Zion Hill Church Parking	\$ 35		\$ 35				
Community Facility Total	\$ 1,414	\$ 1,179	\$ 235	\$ -	\$ -	\$ -	\$ -
HOTEL TAX FUND TOTAL:	\$ 1,414	\$ 1,179	\$ 235	\$ -	\$ -	\$ -	\$ -

PROJECT	Total Project Cost	Amended FY 21 - 22	Proposed FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27
SPECIAL GRANT FUND							
Special Projects:							
Lanana Trail North of Austin	\$ 138	\$ 138					
Pilgrims Pride Sportsplex Improvements	\$ 441	\$ 441					
Automated Vehicle Locator System	\$ 120			\$ 120			
Special Projects Total	\$ 699	\$ 579	\$ -	\$ 120	\$ -	\$ -	\$ -
SPECIAL GRANT FUND TOTAL:	\$ 699	\$ 579	\$ -	\$ 120	\$ -	\$ -	\$ -

PROJECT	Total Project Cost	Amended FY 21 - 22	Proposed FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27
CAPITAL PROJECTS FUND							
RFP Special Projects:							
RLF Sidewalk Project	\$ 744	\$ 744					
RLF Park Project	\$ 120	\$ 120					
Special Projects Total	\$ 864	\$ 864	\$ -	\$ -	\$ -	\$ -	\$ -
Street Maintenance Fund Projects:							
Annual Street Maintenance	\$ 5,234	\$ 1,484	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
Curb Replacement - Church Street	\$ 25	\$ 25					
Street Maint Fund Projects Total	\$ 5,259	\$ 1,509	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
CAPITAL PROJECTS FUND TOTAL:	\$ 6,123	\$ 2,373	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750

City of Nacogdoches Capital Improvements Program 2022 / 2023

PROJECT	Total Project Cost	Amended FY 21 - 22	Proposed FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27
UTILITY FUND							
Waterworks:							
Water Line Additions/Replacements - ARPA	\$ 2,000		\$ 2,000				
Water Line Additions/Replacements	\$ 7,500	\$ 750	\$ 750	\$ 750	\$ 1,750	\$ 1,750	\$ 1,750
Water Line Developer Reimbursements	\$ 1,500	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250
Major Water Line Repairs	\$ 5,000			\$ 2,500	\$ 2,500		
Water Well Rehab (one annually)	\$ 1,425	\$ 225	\$ 225	\$ 225	\$ 250	\$ 250	\$ 250
Water Well 4 & 5	\$ 905	\$ 905					
Water Well 10	\$ 75	\$ 75					
SCADA Replacements & Upgrades	\$ 1,050	\$ 250		\$ 275	\$ 275	\$ 250	
SWPS Transmission Line Replacement	\$ 5,050	\$ 500		\$ 450	\$ 2,100	\$ 2,000	
AMR Transmitter & Meter Replacement	\$ 4,772		\$ 4,772				
N Middle Plane Elevated Storage Tank	\$ 1,600			\$ 250	\$ 1,350		
SSPS - SWPS Interconnect	\$ 2,500	\$ 500		\$ 250	\$ 1,000	\$ 750	
Direct Connect US 59 Water Line Relocation	\$ 964	\$ 964					
VFD for Motors at Surface Water Plant	\$ 346	\$ 346					
Hydraulic Valve System SW Pump Station	\$ 125	\$ 125					
Crossconnection Controls - City Facilities	\$ 90	\$ 90					
Lake Nacogdoches TCEQ Required Spillway Repair	\$ 250	\$ 250					
Water Treatment Filter Reconstruction	\$ 2,375	\$ 1,500			\$ 50	\$ 825	
Central Heights Distribution System	\$ 3,350	\$ 250		\$ 700	\$ 1,200	\$ 1,200	
Central Heights Elevated Storage	\$ 1,300					\$ 150	\$ 1,150
Waterworks Total	\$ 42,177	\$ 6,980	\$ 7,997	\$ 5,650	\$ 10,725	\$ 7,425	\$ 3,400
Wastewater:							
Liftstation (FM 1878) Replacement	\$ 810	\$ 810					
24" Banita Creek Sewer Line Replacement	\$ 15,404	\$ 2,479		\$ 3,425	\$ 6,400	\$ 3,100	
Lanana Creek Sewer Line Replacement	\$ 16,150	\$ 2,500		\$ 3,250	\$ 5,200	\$ 5,200	
Sewer Line Additions/Replacements - ARPA	\$ 5,800	\$ -	\$ 5,800				
Sewer Line Additions/Replacements	\$ 3,874	\$ 674	\$ 500	\$ 500	\$ 700	\$ 750	\$ 750
Sewer Line Developer Reimb.	\$ 1,576	\$ 326	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250
Direct Connect US 59 Sanitary Sewer Relocation	\$ 488	\$ 488					
WWTP General Improvements (formerly Treatment Plant Aeration)	\$ 500	\$ 500					
TDS & Phosphate Plant Upgrades	\$ 2,100			\$ 300	\$ 900	\$ 900	
Clarifier Rebuild	\$ 1,150			\$ 575	\$ 75	\$ 500	
WWTP Digester Bypass	\$ 425	\$ 425					
Sludge Thickener System	\$ 845	\$ 70		\$ 775			
SCADA Replacements & Upgrades	\$ 750	\$ 250		\$ 250	\$ 250		
Diffused Air Conversion for Digester	\$ 870				\$ 120	\$ 750	
Storm Sewer Replacements (bridge/culvert areas) (10 locations)	\$ 1,193	\$ 1,193					
Ford Street Storm Sewer Replacement	\$ 99	\$ 99					
Fredonia St & Church St Storm Sewer Replacement	\$ 47	\$ 47					
Belt Press Building	\$ 1,350		\$ 1,350				
Wastewater Total	\$ 53,431	\$ 9,861	\$ 7,900	\$ 9,325	\$ 13,895	\$ 11,450	\$ 1,000
UTILITY FUND TOTAL:	\$ 95,608	\$ 16,841	\$ 15,897	\$ 14,975	\$ 24,620	\$ 18,875	\$ 4,400

PROJECT	Total Project Cost	Amended FY 21 - 22	Proposed FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27
SANITATION FUND							
Solid Waste Collection & Disposal							
Construct New Landfill Block O Cell Opening	\$ 3,000		\$ 3,000				
Landfill Major Permit Amendment & Expansion	\$ 2,570	\$ 1,570	\$ 500	\$ 500			
Solid Waste Collection & Disposal Total	\$ 5,570	\$ 1,570	\$ 3,500	\$ 500	\$ -	\$ -	\$ -
SANITATION FUND TOTAL:	\$ 5,570	\$ 1,570	\$ 3,500	\$ 500	\$ -	\$ -	\$ -

2022 – 2023 Proposed Budget Public Hearing

September 6, 2022



2022-2023 Property Taxes

- Proposed Tax Rate - \$0.58480/\$100
 - O&M \$0.50772
 - Debt \$0.07708
 - Generates additional revenue of \$821,867
 - From New Value - \$270,347

Proposed Fee Schedule Changes

- Rate changes in Water:
 - None
- Rate changes in Sewer:
 - none
- Rate changes in Sanitation:
 - None
- Rate changes in Street Maintenance:
 - none

General Fund 2022 – 2023

Proposed Budget

October 1, 2022 Est. Beginning Cash	\$ 12,840,638
2022 – 2023 Proposed Operating Revenue	\$ 28,719,213
2022 – 2023 Proposed CO Issuance Revenue	<u>\$ 20,000,000</u>

Total Available Funds	\$ 61,559,851
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2022 – 2023 Proposed Operating Expenditures	\$ 28,719,213
2022 – 2023 Proposed Reserves Expenditures	\$ 3,194,109
2022 – 2023 Proposed CO Expenditures	\$ 20,000,000
September 30, 2023 Est. Ending Cash	<u>\$ 9,646,529</u>

Total Allocated Funds	\$ 61,559,851
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Utility Fund 2022 – 2023

Proposed Budget

October 1, 2022 Est. Beginning Cash	\$ 26,264,351
2022 – 2023 Proposed Revenues	\$ 20,274,400
2022 – 2023 Proposed Other Finance Sources	<u>\$ 8,435,152</u>

Total Available Funds	\$ 54,973,903
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2022 – 2023 Proposed Operating Expenses	\$ 12,382,480
2022 – 2023 Proposed Debt Service Expenses	\$ 3,743,025
2022 – 2023 Proposed Capital Expenses	\$ 17,054,400
2022 – 2023 Proposed Other Finance Uses	\$ 8,435,152
September 30, 2023 Est. Ending Cash	<u>\$ 13,358,847</u>

Total Allocated Funds	\$ 54,973,903
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Sanitation Fund 2022 – 2023

Proposed Budget

October 1, 2022 Est. Beginning Cash	\$12,823,094
2022 – 2023 Proposed Revenues	\$ 7,229,900
2022 – 2023 Proposed Other Finance Sources	<u>\$ 2,209,319</u>

Total Available Funds	\$ 22,262,313
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2022 – 2023 Proposed Operating Expenses	\$ 5,544,842
2022 – 2023 Proposed Capital Expenses	\$ 4,970,000
2022 – 2023 Proposed Other Finance Uses	\$ 2,209,319
September 30, 2023 Est. Ending Cash	<u>\$ 9,538,152</u>

Total Allocated Funds	\$ 22,262,313
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Questions?



City Council Meeting

Date: September 6, 2022

Agenda Item: 6.G.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Consider ordinance of the City of Nacogdoches, Texas approving and adopting annual budget for fiscal year beginning October 1, 2022 and ending September 30, 2023; providing that said expenditures for said fiscal year shall be made in accordance with said budget, unless otherwise authorized by an ordinance adopted by City Council; providing for a repeal clause; providing a severability clause; providing an effective date. (Finance Director)

SUMMARY/BACKGROUND:

General Fund	Proposed Budget Operating Revenues	\$28,719,213
	Proposed Budgeted Operating Expenditures	\$28,719,213
Utility Fund	Proposed Budgeted Revenues	\$20,274,400
	Proposed Budgeted Other Finance Sources	\$8,435,152
	Proposed Budgeted Operating/Debt Expenses	\$16,125,505
	Proposed Budgeted Other Finance Uses	\$8,435,152
Sanitation Fund	Proposed Budgeted Revenues	\$7,229,900
	Proposed Budgeted Other Finance Sources	\$2,209,319
	Proposed Budgeted Operating Expenses	\$5,544,842
	Proposed Budgeted Other Finance Uses	\$2,209,319

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. Ordinance

CITY OF NACOGDOCHES, TEXAS

ORDINANCE NO. 0000-09-22

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS APPROVING AND ADOPTING ANNUAL BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; PROVIDING THAT SAID EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, UNLESS OTHERWISE AUTHORIZED BY AN ORDINANCE ADOPTED BY CITY COUNCIL; PROVIDING FOR A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and State law, the City Manager of the City of Nacogdoches, Texas ("City") has heretofore filed with the City Secretary a proposed budget for the City covering the fiscal year beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, the City, in accordance with law, posted the proposed budget on its internet website and made the same available for inspection by any person, and held public hearings regarding the proposed budget and provided notice of such public hearings, and during several public hearings on the budget, all interested persons were given the opportunity to be heard for or against any item contained in said budget, and all said persons were heard, after which each of said public hearings was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the budget hereinafter set forth is proper and should be approved and adopted; and

WHEREAS, the adoption of the said budget will require raising more revenue from property taxes than in the previous year, and the City Council will ratify, by separate vote, the property tax rate reflected in the said budget; and

WHEREAS, any unexpended project or capital funds shall be carried over into the next fiscal year with City Manager approval, if requested by December 1st, 2022. All funds carried over must be for the same purpose as approved in the previous year's budget. All carried over funds shall be shared, in writing, with the City Council.

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

SECTION 1. That the budget for the City of Nacogdoches, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023, a true and correct copy of which is attached to this Ordinance as Exhibit A, is hereby adopted and approved. As set forth in the said budget, the budget expenditures are hereby appropriated and that expenditures during the fiscal year shall be made in accordance with the budget approved by this Ordinance unless otherwise authorized by a duly enacted ordinance of the City.

SECTION 2. The budget as adopted hereby shall be deemed the official budget for the City of Nacogdoches, Texas for the said fiscal year and a copy of the same attached hereto and marked as "Exhibit A" shall be filed and kept on file with the City Secretary, shall be posted on the City's internet website, and shall be open to inspection by any interested persons. In addition, the record vote of each member of the City Council by name voting on the adoption of the budget shall be posted on the City's internet website until the first anniversary of the date the budget is adopted.

SECTION 3. The cover page for the budget attached to this Ordinance, that includes the property tax rates for the current fiscal year, including (a) the property tax rate, (b), the no-new-revenue tax rate, (c) the no-new-revenue maintenance and operations tax rate, (d) the voter approval tax rate, and (e) the debt rate, shall be and is hereby filed with the City Secretary and shall be posted on the City's internet website.

SECTION 4. That all ordinances of the City in conflict with the provisions of this Ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid, void, unlawful or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, voidness, unlawfulness or unconstitutionality, which remaining portions shall remain in full force and effect.

SECTION 6. Any requirement that this Ordinance be read at more than one reading be hereby suspended and that this Ordinance shall become effective immediately upon its passage, approval, and publication.

PASSED & APPROVED this, the 6th day of September 2022, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Nacogdoches, Texas.

Jimmy Mize, Mayor

ATTEST:

By:_____
Jan Vinson, City Secretary

APPROVED AS TO FORM:

By:_____
Steven Kirkland, City Attorney

APPROVED AS TO CONTENT:

By:_____
Pam Curbow, Director of Finance



City Council Meeting

Date: September 6, 2022

Agenda Item: 6.H.

PRESENTER: Joe Cefalu, Airport Manager

ITEM/SUBJECT: Consider approval of Ordinance No. 1927-09-22 amending Chapter 10 "Aviation", Article II "Administration", Division 2. Airport Advisory Board, Section 10-56, "Composition; Appointment; Term" of the Code of Ordinances of the City of Nacogdoches, Texas. (Airport Manager)

SUMMARY/BACKGROUND: Per the Aviation chapter of the Code of Ordinances, the Airport Advisory Board is made up of five regular members and two alternate members. All members are appointed by the City Council. By tradition, the alternate members are invited to every meeting of the Airport Advisory Board and have traditionally maintained good attendance.

City boards and committees often have alternate members to ensure conflicts of interest do not prevent a quorum of board members from participating in board activities. Careful appointment of board members to ensure a diverse representation of hangar owners, pilots, aviation related businesses, and aviation enthusiasts will ensure the board can reach a quorum for all agenda items, even if some board members must recuse themselves.

The Airport Advisory Board has requested the two alternate members be designated as regular members of the board. This change would result in seven regular members of the board.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment

CITY CONTACT: Guiseppe "Joe" Cefalu, Airport Manager
cefaluj@nactx.us
936-560-9567

ATTACHMENTS: 1. Ordinance

ORDINANCE NO. 1927-09-22

ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING CHAPTER 10 "AVIATION," ARTICLE II "ADMINISTRATION", DIVISION 2. AIRPORT ADVISORY BOARD, SECTION 10-56, "COMPOSITION; APPOINTMENT; TERM" OF THE CODE OF ORDINANCES OF THE CITY OF NACOGDOCHES, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Airport Advisory Board is currently composed of five regular members and two alternates appointed by City Council; and

WHEREAS, City staff is recommending the makeup of the board be amended to allow the two alternate members be appointed as regular members; and

WHEREAS, once approved by City Council the Airport Advisory Board will be composed of seven regular members and zero alternates; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Nacogdoches that Chapter 10 "Aviation", Article II "Administration", Division 2.-Airport Advisory Board, Section 10-56, Composition; appointment; term of the Code of Ordinances of the City of Nacogdoches, Texas shall be amended to read as follows:

Chapter 10 – AVIATION

Sec. 10-56 – Composition; appointment; terms.

The city airport advisory board shall be composed of seven members to be appointed by the city council. The airport advisory board shall select from its membership a chair. The terms of the seven-member board shall be two years.

PASSED AND APPROVED this the 6th day of September, 2022.

Jimmy Mize, Mayor

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Steven Kirkland, City Attorney

PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of a change order to the construction contract of the ongoing 2022 Street Paving Project #1 in the amount of \$77,251.00 (Assistant Director of Public Works)

SUMMARY/BACKGROUND: Drewery Construction Co., Inc. was recently awarded a bid to provide a seal coat on thirty-four (34) City streets, as well as a second bid for the reconstruction and asphalt paving of eight (8) streets. The seal coat project was originally cancelled last year due to the lack of availability of rock materials and was then rebid earlier this year. One of the streets included in the 2022 Seal Coat Project is Logansport Street.

Staff has noted the continued deterioration of Logansport Street and has changed their recommendation from a thin seal coat to a full 2" asphalt overlay. This will require a change order for \$150,978. At this point, a seal coat would most likely only extend the current pavement life about 5 years, but the 2" overlay would provide an estimated 20+ years of life.

Staff is also ready to begin a storm sewer project which will require a cut on Logansport Street, as soon as funds are available. The timing of this urgent project could mean that a newly placed street surface would be open cut and patched if the storm line construction happens after the street is paved. Both paving contracts will be completed well before this drainage project is underway.

Several options are available for consideration:

1) *Do not provide any street improvements to Logansport Street at this time*, waiting until after the completion of the storm drain project. This would move improvements to Logansport Street to the spring of 2024 or beyond and would delete approximately \$28,000 from the current seal coat contract.

2) *Continue with the seal coat as planned* and make patch repairs for the storm drain project, as necessary. Monitor the deterioration of the street and plan on providing a full asphalt overlay in the next 5 years.

3) *Provide a complete mill and asphalt overlay now* and make patch repairs for the storm drain project, as necessary. This would delete approximately \$28,000 from the seal coat contract and add \$150,978 to the current street paving project. Deductive quantities of unused chemical stabilization are also included in this change order in the amount of \$73,727.00 making the net change order \$77,251.00 for this work.

Option 3 will require City Council approval of a change order to the 2022 Street Paving Project #1 contract in the amount of \$77,251.00 making the new contract amount \$1,006,856.00. This revised amount is still within the current project budget.

FINANCIAL:

Item is budgeted:

Account No.: 27.90 680.30

Account Name: *Street Maintenance*

Amount: \$ 1,450,313.00

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

Infrastructure

CITY CONTACT: Case Opperman, Assistant Director of Public Works

oppermanc@nactx.us

936-559-2515

ATTACHMENTS:

1. Change Order 2
2. PowerPoint Presentation

CHANGE ORDER NO. 2

City of Nacogdoches 2022 Street Paving Project #1

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
DEDUCTIONS					
10	5960	SY	Fly Ash Stabilization of pulvermixed pavement and base	\$8.50	\$50,660.00
11	4194	SY	Cement Stabilization of pulvermixed pavement and base	\$5.50	\$23,067.00
<i>SUBTOTAL DELETIONS</i>					<i>\$73,727.00</i>
ADDITIONS					
1	769	tons	2" overlay, Type D hot mix asphaltic concrete	\$138.00	\$106,122.00
3	6408	SY	Mill existing pavement and base	\$7.00	\$44,856.00
<i>SUBTOTAL ADDITIONS</i>					<i>\$150,978.00</i>
NET CONTRACT CHANGE THIS CHANGE ORDER					\$77,251.00
ORIGINAL CONTRACT AMOUNT					\$918,483.00
Change Order #1					\$11,122.00
NET AMOUNT THIS CHANGE ORDER					\$77,251.00
REVISED CONTRACT AMOUNT					\$1,006,856.00

Justification: Removal of unused stabilization quantities and addition of milling and inlay on Logansport Street.

This document shall become an amendment to the contract and all provisions of the contract will apply thereto.

Requested By:

 Summer Wheaton - Vice President
 Drewery Construction Co., Inc.

Date: 8/29/2022

Recommended By:

 Case Opperman - Asst. Director of Public Works
 City of Nacogdoches

Date:

Approved By:

 Mario Canizares - City Manager
 City of Nacogdoches

Date:

2022 Street Paving Project #1 – Change Order 2

Logansport Street

- Currently part of 2022 Seal Coat Project
- Continued deterioration even in patched areas, now recommend asphalt overlay
- Upcoming urgent storm sewer project will require cut in street

Options

- No improvements to Logansport Street until storm sewer complete
- Continue with seal coat – expect to repair again in 5 years; patch repair after storm sewer
- Mill and Inlay – patch repair after storm sewer; requires \$77,251 Change Order #2

