



November 15, 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 November 15, 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 October 27, 2022 special meeting and November 1, 2022 regular meeting. (City Secretary)
 - B. Consider approval of Historic Restoration Grant (HRG) budget for FY2023. (Community Services Director)
 - C. Presentation of Investment Report for quarter ended September 30, 2022. (Director of Finance)

- D. Consider re-appointing Jimmy Mize to the Pinewoods Groundwater Conservation District Board. (City Manager)
 - E. Consider approval of a Memorandum of Understanding between the City of Nacogdoches and the American Red Cross for office space located at City Hall. (City Manager)
 - F. Consider award of bid to Ludco in the amount of \$65,000 for the installation of parking lot lighting at the Pilgrim's Sportsplex. (Community Services Director)
 - G. Consider approval to purchase five (5) Police vehicles. (Assistant Chief of Police)
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. Consider approval of a contingent fee contract and ordinance with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Article 103.0031 of the Code of Criminal Procedure, said contract being for the collection of delinquent government receivables owed to City of Nacogdoches and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code. (Municipal Court Judge)
 - B. Hold a discussion and receive direction regarding the City's communication efforts, which include an update on the activities of the City Council appointed Communications Committee. (Community Services Assistant Director)
 - C. Hold a discussion and provide feedback regarding a policy and procedures for City staff to respond to low income housing tax credit requests. (Economic Development Director)
 - D. Consider award of bid to TCMC in the amount of \$990,000.00 for the construction of four park restrooms located at Pecan Park, Maroney Park, Festival Park and Pilgrim's Sportsplex. (Community Services Director)
 - E. Consider the adoption of a budget amendment in the amount of \$284,625.00 for the construction of four park restrooms by TCMC. (Community Services Director)
 - F. Consider approval of an ordinance amending Chapter 34, Article V "Noise and Vibrations" of the City of Nacogdoches, Texas Code of Ordinances to update and streamline the regulation of noise, and provide for prosecution of violations of the standards set out in the Code. (City Attorney/Assistant Chief of Police)
7. 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 November 9, 2022 at 5:30 p.m. and remained posted until meeting convened.

Jan Vinson, City Secretary



City Council Meeting

Date: November 15, 2022

Agenda Item: 5.A.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes for October 27, 2022 special meeting and November 1, 2022 regular 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
936-559-2504

ATTACHMENTS: 1. 10.27.22 Minutes
2. 11.01.22 Minutes



Special Session
Nacogdoches City Council
October 27, 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, Amelia Fischer, Kathleen Belanger and Chad Huckaby.

1. Called to order at 5:32 p.m.
2. Pledge of Allegiance.
3. No one spoke during Open Forum.
4. No items removed from the Consent Agenda.

5. WORK SESSION:

- A. Hold a discussion regarding the Capital Improvement Plan for the City of Nacogdoches.

City Manager Mario Canizares introduced the item and discussed the Capital Improvement Plan (CIP) timeline. He reviewed Tier 1, 2 and 3 projects, recurring projects in a five year outlook, and funding sources. Mr. Canizares reviewed a series of questions for discussion at the next work session scheduled for November 10, 2022.

Keith Kiplinger, Fire Chief discussed fire station repairs funded in the 2022-2023 budget as well as repairs that are not funded at this time.

City Council discussed cancer mitigation options, firefighter safety, immediate needs and architectural engineering firms.

Jessica Sowell, Community Services Assistant Director, reviewed park restrooms that need repair or replacement and estimated cost. Mrs. Sowell stated the immediate needs are to demolish the restrooms at Banita Creek, Mill Pond, Ritchie Street and Robert McCrimmon parks and to repair the two restrooms at Lake Nacogdoches West Park.

City Council discussed playground equipment, reasons for demolishing restrooms and funding for restrooms.

Steve Bartlett, Public Works Director, discussed immediate needs for storm drainage, water systems and wastewater systems. The following storm drainage projects have been designed and were identified by staff as priority; Humphrey Road, Perry Drive, Burk Street, several projects along Old Lufkin Road, Logansport Street and a storm drain that runs through a portion of Mike Perry Motor Company on South Street. Mr. Bartlett also discussed ARPA (American Rescue Plan Act) funds and a possible redistribution of those funds.

City Council discussed other drainage projects such as Kenbrook and areas where residents are in danger of losing their homes. City Council also discussed mapping of drainage, water and sewer issues as well as funding and maintenance.

Mario Canizares, City Manager, discussed creating a Bond Committee and asked City Council to submit names of possible Bond Committee members at the November 10, 2022 City Council Special Meeting. Mr. Canizares requested the Bond Committee be a manageable size with a fifteen member maximum.

City Council also discussed engaging fire station engineers and architects, limits of tax burden, comparisons of tax burden with cities our size, taxing ability and debt capacity.

6. Adjourned 6:51 p.m.

Minutes unofficial until approved by City Council

Mayor Jimmy Mize
City Council

ATTEST:

City of Nacogdoches

Jan Vinson, City Secretary



Regular Session
Nacogdoches City Council
November 1, 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, Amelia Fischer, Kathleen Belanger and Chad Huckaby.

1. Called to order at 5:30 p.m.
2. Pledge of Allegiance.
3. No one spoke during Open Forum.
4. No items removed 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. Minutes for October 18, 2022 regular meeting.
 - B. Consider approval of a final deductive change order to the construction contract of the ongoing 2022 Street Paving Project #1 reducing the contract by the amount of \$154,009.04.
 - C. Approve and ratify a contract amendment for Mead & Hunt, Inc. increasing their fees for FY 21-22 from \$49,900 to \$75,015.44.
 - D. Consider renewal of Taxicab Franchise No.7 to John D. Sessions dba Elite Cab Company for one (1) taxicabs for an additional five (5) years.

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

6. REGULAR AGENDA:

- A. Consider confirmation of appointing Scott Weems as the Nacogdoches Police Chief.

City Manager Mario Canizares stated that staff recently interviewed two internal applicants for the position of Police Chief and Scott Weems was selected. As part of the City Charter the City Council must confirm all department head appointments.

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

Police Chief Weems thanked City Council and City Manager for the confirmation. Chief Weems expressed his dedication to the City, Police Department and staff at the Police Department.

- B. Consider approval of a contract between the City of Nacogdoches and Mead & Hunt, Inc. for Professional Engineering Services related to the City's wastewater Pretreatment Program canceling an existing contract dated July 11, 2022.

Steve Bartlett, Public Works Director, stated this is a standard engineering contract to assist the City with its pretreatment program. The City's recently lost its Environmental Coordinator requiring additional assistance from Mead & Hunt, Inc. which is also addressed in this contract.

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

- C. Hold a discussion and consider approval of a resolution identifying the City of Nacogdoches' legislative priorities for the 88th Legislative Session that begins on January 10, 2023.

Minutes unofficial until approved by City Council

Economic Development Director Larissa Philpot-Brown stated that the resolution authorizes HillCo Partners (legislative advocacy consultant) and City staff to advocate in Austin, Texas on the City's behalf. Mrs. Philpot-Brown discussed some of the priorities on the legislative agenda to include I-69, water/sewer, airport, broadband and items that reduce the City's local control.

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

- D. Hold a discussion regarding City Council meeting dates for 2023 and consider adopting a resolution amending said dates.

City Secretary Jan Vinson reviewed holidays and other events that might affect the regular meetings of City Council in 2023. The City of Nacogdoches Code of Ordinances state that regular meetings of the City Council shall be set by resolution. The draft resolution stated that regular meetings of the City Council will be on the first and third Tuesday of each month at 5:30 p.m. except the following:

- Independence Day Holiday is Tuesday, July 4, 2023
City Council Meeting will be rescheduled to Tuesday, July 11, 2023
- Budget Meeting/Tax Rate Adoption as required by law will be on Tuesday, September 12, 2023
- National Night Out is Tuesday, October 3, 2023
City Council Meeting will be rescheduled to Tuesday, October 10, 2023

City Council discussed other holidays and Council Member Amelia Fischer noted a typographical mistake in the resolution which will be corrected prior to signatures.

Council Member Kathleen Belanger moved to approve the resolution as it read and to include moving the first meeting in January 2023 to January 10, 2023, cancelling the third Tuesday City Council meetings in November and December; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote.

7. Adjourned 5:54 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary



City Council Meeting

Date: November 15, 2022

Agenda Item: 5.B.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider approval of Historic Restoration Grant (HRG) budget for FY2023.
(Community Services Director)

SUMMARY/BACKGROUND: Historic Restoration Grants have been awarded by the Historic Landmark Preservation Committee since 1989. The grants are designed to aid with the exterior preservation of historic structures in Nacogdoches and are available to those with properties inside a designated historic district or those with properties that are individually designated as historic. To date, the City has awarded over \$600,000 in Historic Restoration Grants supporting over \$4 million in preservation projects.

For the 2023 grant cycle, nine applications were received for projects totaling \$160,684. The City had \$49,898.81 available funds to award to applicants this year. The Historic Landmark Preservation Committee met on Monday, November 7th and unanimously voted to award \$46,649.38 in grant funds, which is reflected in the 2023 HRG Budget.

FINANCIAL:

Item is budgeted:

Account No.: 16.48.630.70

Account Name: *Historic Restoration Grant Fund*

Amount: 46,649.38

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

Downtown Entertainment and Destination District
Infrastructure

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

ATTACHMENTS: 1. HRG 2023 Budget

HRG #	COA #	Use	Project Address	Applicant	Project Estimate	% Awarded	Amount Granted	FY 2023 Amount Awarded	Grant Score	Extra	Project Description	Outcome
2023-001	2022-008	Commercial	322 East Main	Lynda Greer	\$ 3,800.00	35.00%	\$ 1,330.00		26		Scrape, caulk and repaint front facade	
2023-002	2022-009	Commercial	1609 Rayburn Drive	Sunset Galilee Baptist Church			\$ —					
2023-003	2022-010	Residential	526 Richardson Street	Clayton Tannery	\$ 43,940.00	30.00%	\$ 13,182.00		25		Replace tin roof, repair damaged siding, windows and doors, repaint exterior and raise/level the house	
2023-004	2022-011	Commercial	418 Mound Street	Thomas Tracy	\$ 25,300.00	20.00%	\$ 5,060.00		20		Restore 23 windows to match existing	
2023-005	2022-012	Commercial	118 North Church	Tiffany Smelley	\$ 6,034.31	30.00%	\$ 1,810.29		24		Install 6 x 6 paned glass window on the front of building	
2023-006	2022-013	Commercial	207 East Main Street	Johnny Moore	\$ 35,672.00	25.00%	\$ 8,918.00		22		Replace 6 windows to match and reinforce foundation	
2023-007	2022-014	Residential	2700 N Pecan St	Stephen Walker	\$ 7,800.00	18.00%	\$ 1,404.00		15		Replace rotten wood and scrape/repaint exterior	
2023-008	2022-015	Commercial	408 East Main St	Buddin Business Investments	\$ 5,250.00	15.00%	\$ 787.50		10		Repaint building and fill/repair masonry damage	
2023-009	2022-016	Commercial	310 North Mound	Lynn Myers	\$ 16,185.00	40.00%	\$ 6,474.00		33		Replace existing roof with new roof to match	
2023-010	2022-017	Residential	813 Ernest St	Israel Puga	\$ 21,953.10	35.00%	\$ 7,683.59		26		Replace rotten wood , replace roof, replace windows, rebuild porch, paint exterior	
				TOTAL	\$160,684		\$ 46,649.38	\$0.00		\$ -		
				AVERAGE	\$13,390	28%	\$ 3,887.45		22			

Total available funds \$46,898.87
Total unallocated funds \$249.49

Encumbered HRG Funds as of November 1,2022			
Case #	Address	Applicant	Committed Funds
2022-002		Crisp	\$ 13,543.00
2022-001		Weigel	\$ 6,973.60
2022-003		Crisp	\$ 2,279.20
2022-011		Hebert	\$2,334.00
2022-012		Perry	\$1,200.00
2022-013		McCandless	\$1,300.00
2022-014		Bradshaw	\$8,644.80
2022-016		Crisp	\$24,177.50
2022-018		Smith	\$1,225.47
		Encumbered	\$ 61,677.57

Funding Key	
Score	%
0-10	15%
11-15	18%
16-20	20%
21-22	25%
23-25	30%
26-30	35%
31-35	40%



City Council Meeting

Date: November 15, 2022

Agenda Item: 5.C.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Presentation of Investment Report for quarter ended September 30, 2022.
(Director of Finance)

SUMMARY/BACKGROUND: Presentation of Investment Report for quarter ended September 30, 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: Pamela Curbow, Director of Finance
curbowp@nactx.us
936-559-2526

ATTACHMENTS: 1. Quarterly Investment Report

Nacogdoches

the oldest town in Texas



FY 2021-22

Investment Report – 4th Quarter

July 1, 2022 – September 30, 2022

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

A handwritten signature in black ink, appearing to read "Pam Curban", is written over a horizontal line.

Investment Officer

Investment Position as of September 30, 2022

As of September 30, 2022 the City of Nacogdoches has investments in the following accounts:

- ▶ \$10.6 million invested in Southside Bank; earning an average rate of 0.38%,
- ▶ \$41.6 million invested in TexPool accounts; earning a rate of 2.84%,
- ▶ \$1.5 million invested in a Fidelity Money Market Account with Regions Bank; earning a rate of 0.01%,
- ▶ \$6.5 million invested in a Money Market Account with Veritex Bank; earning a rate of 03.12%,
- ▶ \$4.0 million invested in a Money Market Account with Southside Bank; earning a rate of 0.43%,
- ▶ \$16.1 million invested in Certificates of Deposit; earning an average rate of 2.04%
- ▶ \$14.0 million invested in US Treasury Notes; earning an average rate of 2.06%
- ▶ The City's average yield for FY22 is 1.36%

Quarter End Results by Investment Category

Asset Type	June 30, 2022 Book Value	June 30, 2022 Market Value	September 30, 2022 Book Value	September 30, 2022 Market Value	September 30, 2022 APR
Southside Bank Depository Accounts	\$ 3,255,056.57	\$ 3,382,983.38	\$ 10,640,313.15	\$ 15,520,775.30	0.38%
Southside Money Market Account	\$ 4,019,334.23	\$ 4,019,333.23	\$ 4,024,451.41	\$ 4,024,450.41	0.43%
Veritex Bank Money Market Account	\$ 6,512,859.19	\$ 6,512,859.19	\$ 6,547,843.10	\$ 6,547,843.10	3.12%
Regions Bank/Fidelity Money Market Account	\$ 1,490,462.20	\$ 1,490,462.20	\$ 1,494,532.83	\$ 1,494,532.83	0.01%
Certificates of Deposits	\$ 16,169,629.25	\$ 16,169,629.22	\$ 16,117,808.42	\$ 16,117,808.39	2.04%
Texpool Investments	\$ 48,240,020.37	\$ 48,263,770.37	\$ 41,562,803.81	\$ 37,887,024.50	2.84%
US Treasury Notes	\$ 13,899,365.43	\$ 13,899,365.43	\$ 14,007,870.33	\$ 14,007,870.33	2.06%
Totals	\$ 93,586,727.24	\$ 93,738,403.02	\$ 94,395,623.05	\$ 95,600,304.86	

Current Quarter Average Yield
Total Portfolio 2.91%

Fiscal Year to Date Average Yield
Total Portfolio 1.36%

Interest Earnings

Quarterly Interest Income	\$ 684,944.95
Year to date Interest Income	\$ 1,084,182.24

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

Summary Investment Statement

07/01/2022 – 09/30/2022

Beginning Balance	07/01/2022	\$ 93,586,727
Ending Balance	09/30/2022	\$ 94,395,623
Increase / (Decrease)		\$ 808,896
Total Interest		\$ 684,945
Avg Yield for Quarter		2.91%

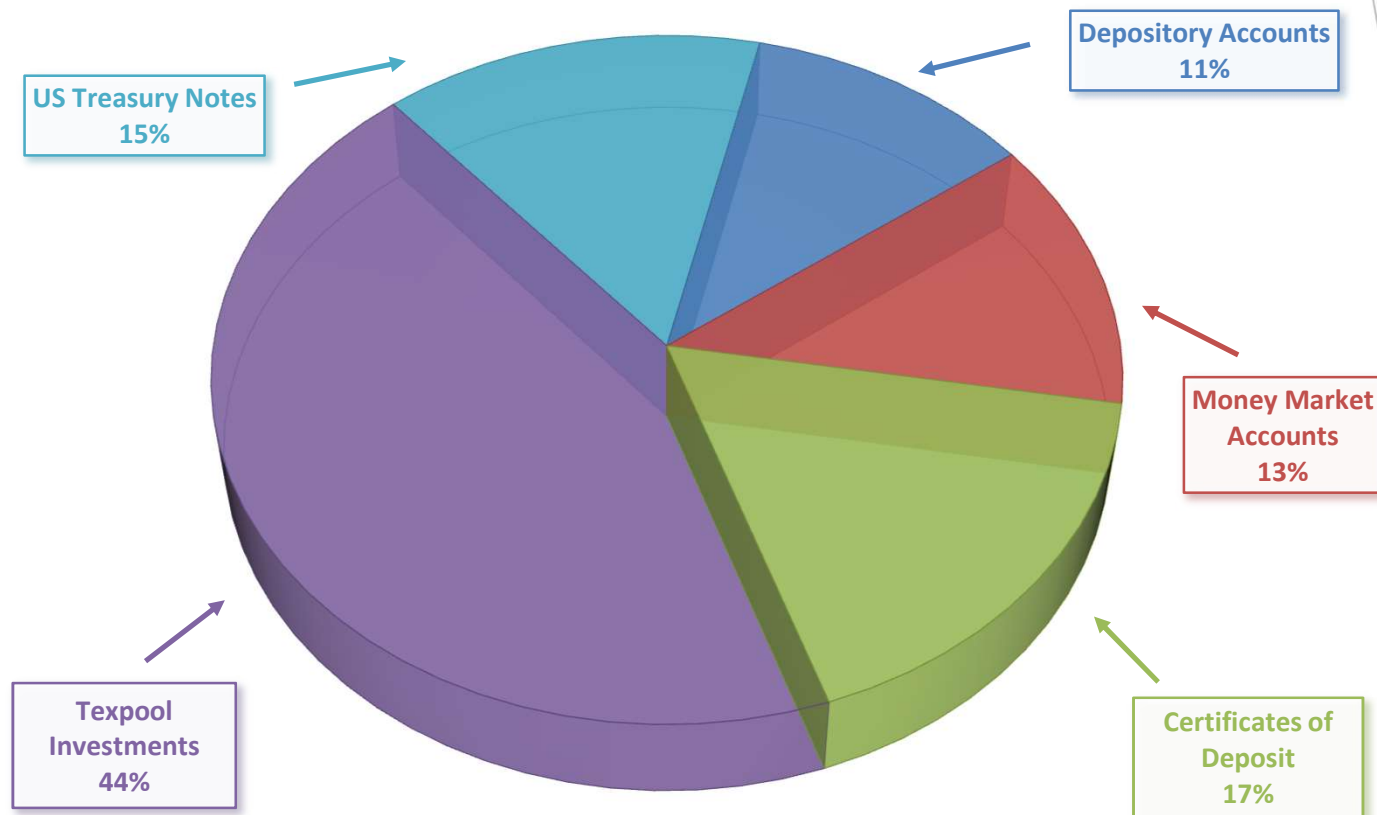
Certificates of Deposit

- 
- ▶ Citizens State Bank (GF - \$2M)
18 Month CD
Balance = \$2,026,015
Maturity Date: 9/23/2023
0.75% APY
 - ▶ Citizens State Bank (GF - \$2M)
12 Month CD
Balance = \$2,037,368
Maturity Date: 3/31/2023
0.70% APY
 - ▶ East West Bank (GF - \$2M, UF - \$2M)
12 Month CD
Balance = \$4,003,947
Maturity Date: 9/22/2023
4.00% APY
 - ▶ East West Bank (UF - \$2M)
12 Month CD
Balance = \$2,010,892
Maturity Date: 7/28/2023
3.05% APY

Certificates of Deposit

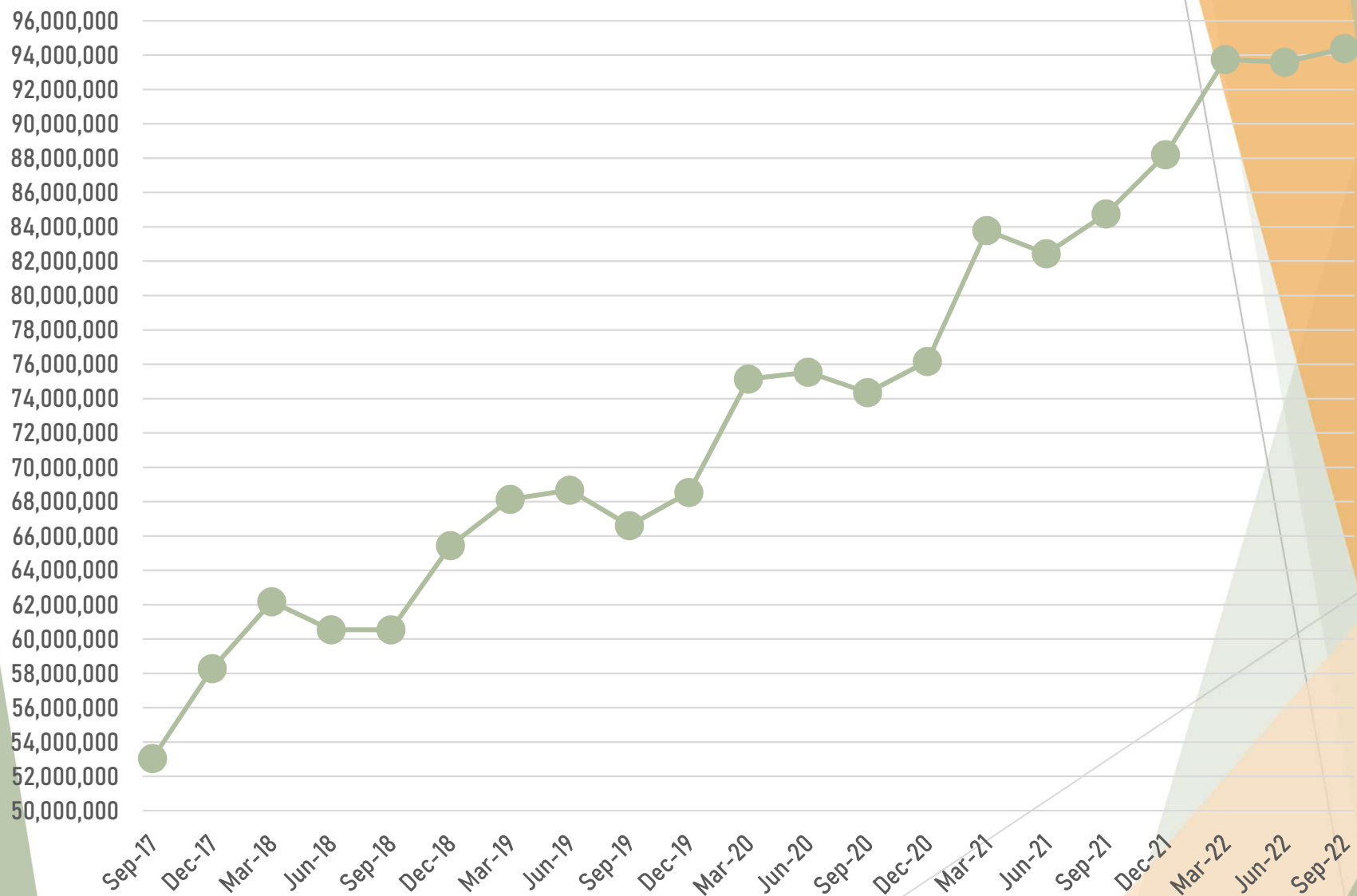
- ▶ Austin Bank (UF - \$2M)
24 Month CD
Balance = \$2,015,041
Maturity Date: 1/27/2023
0.45% APY
- ▶ East West Bank (SF - \$2M)
12 Month CD
Balance = \$2,015,525
Maturity Date: 6/27/2023
2.94% APY
- ▶ Citizens State Bank (SF - \$2M)
24 Month CD
Balance = \$2,006,744
Maturity Date: 10/4/2023
0.45% APY

Ending Book Value Sept 30, 2022



Investment	Value	% Total
Depository Accounts	\$ 10,640,313.15	11.27%
Money Market Accounts	\$ 12,066,827.34	12.78%
Certificates of Deposit	\$ 16,117,808.42	17.07%
Texpool Investments	\$ 41,562,803.81	44.03%
US Treasury Notes	\$ 14,007,870.33	14.84%
Total	\$ 94,395,623.05	100.00%

5-Year Portfolio Balance History



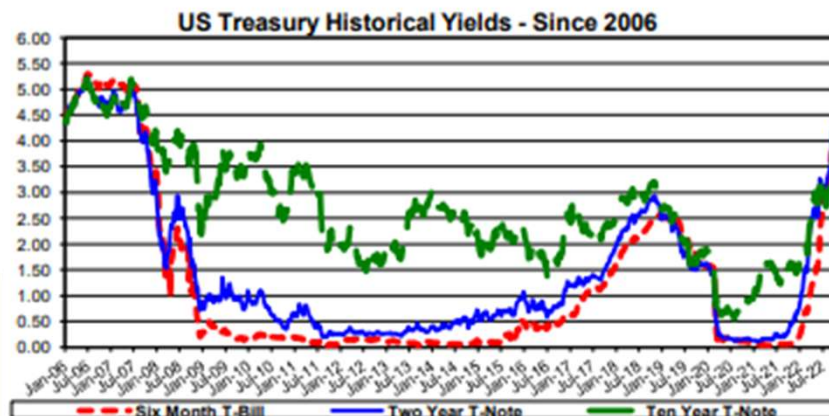
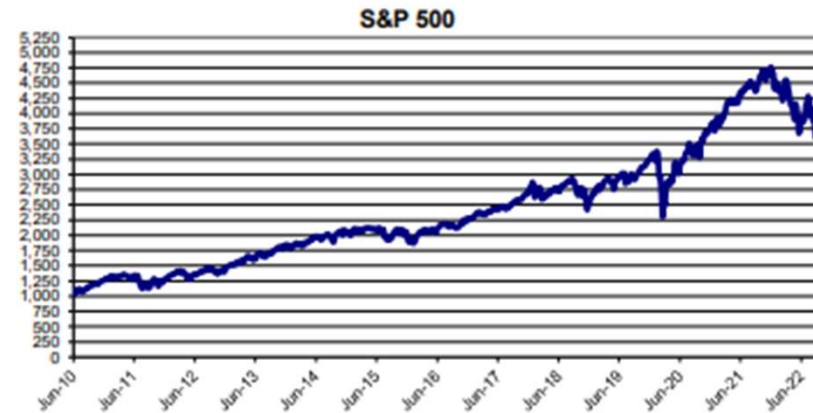
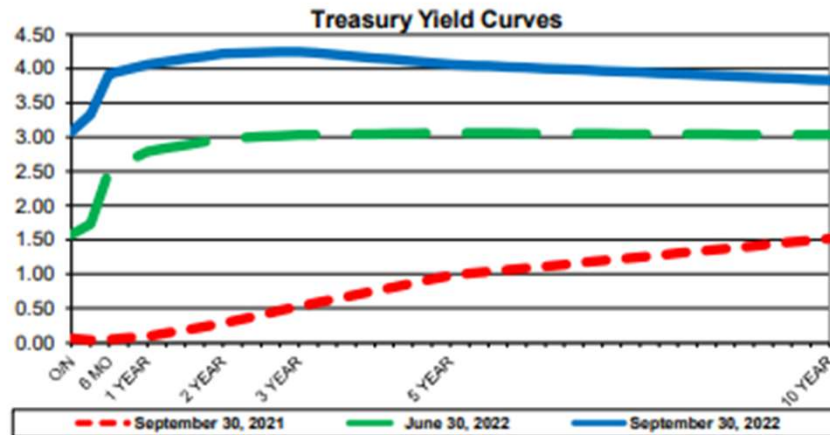
Economic Overview – 09/30/2022

Valley View Consulting LLC

Economic Overview

9/30/2022

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.75% to 3.00% - 3.25% September 21st (Effective Fed Funds are trading +/-3.10%). The FOMC continued actively reducing their balance sheet. An additional 0.50% - 0.75% increase is currently anticipated November 2nd. Second Quarter GDP was confirmed at -0.6%. Domestic and international economies are slowing. September Non-Farm Payroll added 263k new jobs with a Three Month Average of 372k. Crude oil fell below \$80 per barrel, but OPEC+ announced a target production reduction of 2 million barrels/day. The Stock Markets continued bouncing down and are +/-20% below the 2021 peak. The negatively sloped yield curve (6 months to 10 years, with peak yield at 3 years) may indicate lower future interest rates. Inflation remained well over the FOMC 2% target (Core PCE +/-4.9% and CPI exceeding 8%).



PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Consider re-appointing Jimmy Mize to the Pinewoods Groundwater Conservation District Board. (City Manager)

SUMMARY/BACKGROUND: The Texas Legislature created the Pinewoods Groundwater Conservation District (PGCD) and public confirmation was on November 6, 2001. The PGCD's mission is to provide for the conservation, preservation, protection, recharging, and prevention of waste of groundwater, and of groundwater reservoirs or their subdivisions, and to control subsidence caused by withdrawal of water from those groundwater reservoirs or their subdivisions, consistent with the objectives of Section 59, Article XVI, Texas Constitution, groundwater conservation districts may be created as provided by this chapter. The Pinewoods Groundwater Conservation District issues water well permits and operating permits for exempt and non-exempt wells, collects groundwater information and investigates water quality. It is the belief of the Texas Legislature, District's residents and the Board of Directors that groundwater is best managed locally through a groundwater conservation district. This belief is realized by the adoption and implementation of a management plan outlining the goals, methods, and procedures utilized in the management of the groundwater resources of the District. The District's Management Plan was first approved on February 25, 2004. The District's Enforcement Authority is established by the Texas Water Code §36.102.

Jimmy Mize has represented the City of Nacogdoches on the Pinewoods Groundwater Conservation District (PGCD) Board since 2008, serving five consecutive terms. PGCD Board of Directors is charged with overseeing the District's role in management and conservation of groundwater. PGCD Board meets, at least quarterly, to review the District's financial reports and discuss recent and upcoming activities by District staff. PGCD Board also approves annual budget, certain water well permits, changes to District rules and fees, new groundwater management plans affecting Nacogdoches and Angelina Counties, and other matters related to the operation and mission of the District.

Current Board of Directors are Jimmy Mize (City of Nacogdoches), David Alders (Nacogdoches County), Gloria Montes (Nacogdoches County), Tommy Carswell (Angelina County), Roger Russell (Angelina Nacogdoches Area), Kevin Gee (City of Lufkin), and Stephen Raley (Angelina County).

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. Current Board of Directors

Current Directors

Directors	Current Term began	Date expires	Member Since
Jimmy Mize - President appointment - City of Nacogdoches <i>representing: City of Nacogdoches</i>	January 2020	12/31/2022	4/10/2008
David Alders - Vice President appointment - Nacogdoches County <i>representing: Forestry/Agriculture</i>	January 2021	12/31/2023	8/20/2001
Gloria Montes - Secretary appointment - Nacogdoches County <i>representing: Rural water utilities</i>	January 2021	12/31/2023	2/16/2006
Tommy Carswell - Treasurer appointment - Angelina County <i>representing: Rural water utilities</i>	January 2019	12/31/2024	1/1/2019
Roger Russell appointment - Angelina and Nacogdoches Counties <i>representing: Forestry/Agriculture</i>	January 2021	12/31/2023	5/11/2022
Stephen Raley appointment - Angelina County <i>representing: Large industry</i>	January 2019	12/31/2024	1/1/2019
Kevin Gee appointment - City of Lufkin <i>representing: City of Lufkin</i>	January 2020	12/31/2022	1/1/2020



City Council Meeting

Date: November 15, 2022

Agenda Item: 5.E.

PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Consider approval of a Memorandum of Understanding between the City of Nacogdoches and the American Red Cross for office space located at City Hall. (City Manager)

SUMMARY/BACKGROUND: For the past several years, the American National Red Cross (Red Cross) has utilized office space in Nacogdoches City Hall. The City agrees to provide, at no cost to the Red Cross, office space located at 202 East Pilar Street, Room 127 in Nacogdoches, Texas. Employees of the Red Cross will have access to and use of restrooms and a break room. Electricity and water will be paid for and provided by the City. This is a benefit to the City as it provides a local presence for our community when services are needed for disaster relief and assistance in the aftermath of an emergency.

The term of the agreement is for 24 months, beginning on March 1, 2023 and ending on February 28, 2025. The Red Cross will provide all furniture and supplies to be used by the Red Cross in the conduct of its activities. The Red Cross also agrees to reimburse the City for any damages resulting from misuse of the office. The Red Cross will provide any special or additional amenities or capabilities it may require, such as additional computer communications wiring, fixtures and the like.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
THE AMERICAN NATIONAL RED CROSS
AND
CITY OF NACOGDOCHES, TEXAS**

This Memorandum of Understanding is entered into between the American National Red Cross, hereinafter referred to as Red Cross, and the City of Nacogdoches, Texas, hereinafter referred to as the City.

SECTION 1. TERM OF AGREEMENT

The term of this Memorandum of Understanding, hereinafter referred to as the Agreement, is from March 1, 2023, and continues for a period of 24 months through February 28, 2025. Either party or both parties may choose to terminate this agreement pursuant to Section 6 of this agreement.

SECTION 2. EXPENSES

Except as otherwise provided in Section 3 and Section 4 of this agreement, the Red Cross expressly acknowledges any costs incurred by the Red Cross as a result of the obligations contained in this agreement will be the sole responsibility of the Red Cross and any costs incurred by the City as a result of obligations contained in the agreement will be the sole responsibility of the City.

SECTION 3. PERFORMANCE

The City agrees to provide, at no cost to the Red Cross, office space located at 202 East Pilar Street, 1st Floor, Room 127 in Nacogdoches, Texas or a room similar in space and location. Employees of Red Cross will have access to and use of restrooms and a break room. Electricity and water will be paid for and provided by the City.

The Red Cross will provide all furniture and supplies to be used by the Red Cross in the conduct of its activities. The Red Cross also agrees to reimburse the City for any damages resulting from misuse of the office. The Red Cross will provide any special or additional amenities or capabilities it may require such as additional computer communications wiring, fixtures and the like.

The City will have the right to maintain a master key to the premises but will only enter the premises in the presence of employees of the Red Cross or in the event of a bona fide emergency. In the event of an emergency entry, the City will notify the Red Cross of the entry and the reason for such entry. The City will provide the Red Cross with access during and after normal business hours and on weekends.

The Red Cross agrees to utilize the City staff parking area behind City Hall for employee parking.

SECTION 4. MISCELLANEOUS

- A. The City grants Red Cross the right to use the Room for the Permitted Use(s) described above. This grant includes reasonable ingress and egress to and from the Room through the Building's common areas. Red Cross shall not have the right to use any other space in the Building (such as library, conference rooms, break room, coffee room)

or any equipment belonging to City unless the City gives written permission to do so. This Agreement is not a lease and Red Cross is granted no leasehold interest in the Room.

- B. Unless the term is extended, on or before the final day of the term specified in Section 1, Red Cross shall vacate the Room. Red Cross shall repair all damage caused by Red Cross' occupancy, at Red Cross' sole cost and expense.
- C. Red Cross agrees to keep the Room in good condition and promptly repair all damage to the Premises or the Building caused by Red Cross' negligence, and not to disrupt, adversely affect or interfere with other occupants of the Building.
- D. The City makes no warranty or representation about the Room or the Building. Red Cross accepts the same "AS IS." The City is under no obligation to prepare or repair the Room or the Building for Red Cross.
- E. Red Cross shall carry the following insurance coverage:
 - (1) Commercial General Liability with an occurrence limit of at least one-million dollars (\$1,000,000) and an aggregate limit of at least two-million dollars (\$2,000,000);
 - (2) Commercial Automobile Liability with a combined single limit of at least one-million dollars (\$1,000,000);
 - (3) Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at least one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) disease – each employee and one million dollars (\$1,000,000.00) disease – policy limit.
- F. Red Cross shall not have any right to, assign or transfer, or sublicense this Agreement. The City shall have no obligation to consider or approve any such transfer, regardless of the circumstances.
- G. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Room occurs, this Agreement shall terminate and Red Cross shall have no right to restoration of the Room or to receive any compensation whatsoever.
- H. This Agreement shall be governed by and construed under the laws of the state in which the Building is located, and venue for any and all disputes shall lie in Nacogdoches County, Texas. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.
- I. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

SECTION 5. INDEMNIFICATION

RED CROSS SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AGAINST ANY LEGAL LIABILITY, INCLUDING REASONABLE ATTORNEY FEES, IN RESPECT TO BODILY INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM THE NEGLIGENCE OF THE SAID RED CROSS DURING ITS USE OF THE ROOM.

Nothing herein shall be considered a waiver of sovereign immunity or any other state or federal law to the Red Cross or the City.

SECTION 6. TERMINATION

Either party may terminate this agreement by providing at least sixty (60) days written notice to the other. Notice will be provided in accordance with Section 7 of this agreement.

SECTION 7. NOTICES

Any notices, approval, consent or communication by one Party to another must be in writing and addressed to the respective Parties as follows:

If the Red Cross: Executive Director, Real Estate Services
The American National Red Cross
9450 SW Gemini Drive, #75048
Beaverton, OR 97008-7105

And for issues requiring legal notice (e.g., default), a copy to:

Office of the General Counsel
The American National Red Cross
431 18th Street, NW
Washington, DC 20006
Attention: Real Estate Counsel

real.estate@redcross.org

If CITY: Mario Canizares, City Manager
City of Nacogdoches
202 East Pilar
Nacogdoches, Texas 75961

BY: _____
Mario Canizares, City Manager
City of Nacogdoches

Date: _____

BY: _____
Joseph D. Ward Executive Director, Real Estate Services
American National Red Cross

Date: _____

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider award of bid to Ludco in the amount of \$65,000 for the installation of parking lot lighting at the Pilgrim's Sportsplex. (Community Services Director)

SUMMARY/BACKGROUND: Pilgrim's donated funds to improve the Pilgrim's Sportsplex. One of the improvements was the installation of security/parking lot lighting. Staff advertised for bids in October with a bid opening held on October 27, 2022. Two bids were received with the low bidder being Ludco, Inc. with a bid of \$65,000 and the other bidder being White Electric with a bid of \$92,600. Staff estimated the project would cost \$75,000, so Ludco Inc. bid is well under budget. Ludco, Inc. has a good reputation and is a local contractor.

FINANCIAL:

Item is budgeted:

Account No.: 24.23.680.40

Account Name: *Special Grant Fund Park Improvements Capital*

Amount: \$337,375

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

Infrastructure

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

ATTACHMENTS:

1. Bid tabulation
2. Ludco Bid Proposal

City of Nacogdoches
22-10-123 Pilgrim's Sportsplex Lighting

Criteria			Ludco	White Electric	
Cost			\$65,000	\$92,600	
Bid Bond			Yes	Yes	
Days to Completion			120	180	
Decision					

Tabulated by: Drew Flores

Date: 10/27/2022

City of Nacogdoches
Veterinary Services for Animal Shelter

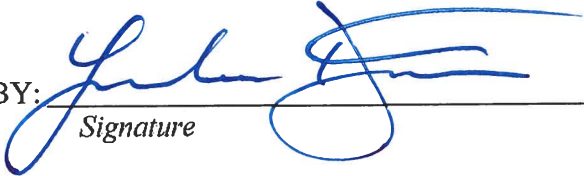
Services Performed	Juvenile Cats	Adult Cats	Juvenile Dogs	Adult Dogs
Spay or neuter for every adopted dog or cat				
General health evaluation				
Rabies vaccine (when age appropriate)				
Fecal exam				

BID FORM
City of Nacogdoches
Pilgrim's Sportsplex Lighting Construction

1. Provide all necessary labor, materials,
 and supplies for the construction of
 Pilgrim's Sportsplex Lighting LUMP SUM \$ 65,000.00

SIXTYFIVE THOUSAND DOLLARS
per LS *(written in words)*

TOTAL number of calendar days to substantial completion 120

BY:  10/27/2022
Signature *Date*

LANDON DAVIS VICE PRESIDENT
Printed Name *Title*

COMPANY: LUDCO, INC
 Address: 3210 SW STALLINGS DRIVE, NACOGDOCHES TX 75964
 Phone: 936-569-0816

CONTRACTOR DATA SHEET

**GENERAL/SUB-CONTRACTOR'S EXPERIENCE
AND
DATA INFORMATION**

Name of Company: LUDCO, INC.

Company Years in Business: 30 YEARS

List Municipal Projects
(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality	\$ Amount	Type	Date
ALTO ISD HIGH SCHOOL	ALTO ISD	\$ 1,000,000.		MAY 2022
JACKSONVILLE PUBLIC SAFETY COMPLEX	CITY OF JACKSONVILLE	\$ 900,000.		JULY 2022
CENTER ISD BOND PROJ. PHASE 2	CENTER ISD	\$ 774,100.		AUG 2020
GARRISON ISD NEW HIGH SCHOOL	GARRISON ISD	\$ 931,700.		MAR 2022
CENTRIFUGE REPLACEMENT WATER TREATMENT PLANT	CITY OF NACOGDOCHES	\$ 17,505.		OCT 2018
NAC CO FM 2609 AUSTIN	TXDOT	\$ 266,382.50		OCT 2018

Superintendent & Project Manager Information

Include Superintendent proposed for the project, years of experience as superintendent, project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects
JASON YELEY, GENERAL SUPERINTENDENT	18 YEARS	
DAVID STEPTOE, FIELD SUPERINTENDENT	18 YEARS	

Project Manager	Years Experience	Projects
LANDON DAVIS, PROJECT MANAGER	8 YEARS	

References: Name 5 projects of similar work, giving owner's name, representative's name, project engineer's name, and telephone numbers for each

1. BERRY & CLAY, INC.		
CONTACT: DANNY BERRY		P: 903-683-2381

2. CITY OF NACOGDOCHES		
CONTACT: WAYNE TRIANA		P: 936-559-3597

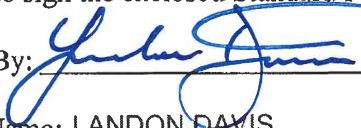
3. DREWERY CONSTRUCTION		
CONTACT: KYLE DREWERY		936-560-1534

4. B.L. HARBERT INTERNATIONAL		
CONTACT: JOHN HANSEN		205-910-3084

5. LONGVIEW ROAD & BRIDGE		
CONTACT: ROBERT ANDERSON		936-554-2329

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this Contract, that this bid has not been prepared in collusion with any other Bidder, and that the contents of this bid have not been communicated to any other Bidder prior to the official opening of this bid. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Bidder certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By:  Title: VICE PRESIDENT

Typed Name: LANDON DAVIS Company Name: LUDCO, INC.

Phone No: 936-569-0816 Fax No: 936-560-3085

Email: landon@ludco.com

Bid Address:	<u>202 PILAR STREET, STE 344</u>	<u>NACOGDOCHES</u>	<u>TX</u>	<u>75961</u>
	P.O. Box or Street	City	State	Zip

Remit Address:	<u>3210 SW STALLINGS DRIVE</u>	<u>NACOGDOCHES</u>	<u>TX</u>	<u>75964</u>
	P.O. Box or Street	City	State	Zip

Federal Tax ID No: 75-2449136

DUNS No: 874346208

Date: 10/27/2022

BID BOND

CONTRACTOR:

(Name, legal status and address)

Ludco, Inc.
3210 SW Stallings Dr., Nacogdoches, TX 75964

OWNER:

(Name, legal status and address)

City of Nacogdoches
202 Pilar Street, Suite 344, Nacogdoches, TX 75961

BOND AMOUNT:

5% G.A.B. Five Percent of the Greatest Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Construction Services for Lighting at Pilgrim's Sportsplex

SURETY:

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of October, 2022

(Witness)


(Witness) David T. Miclette

Ludco, Inc.

(Principal)

By:

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

By:

(Title) Alyson Carmichael, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DAVID T. MICLETTE, BARRY K. McCORD, ROBERT C. DAVIS, ASHLEY BRITT, ALYSON CARMICHAEL, LACEY HITCHCOCK,
NIKOLE JEANNETTE, ROBERT M. OVERBEY, JR., LAUREN O. MOUDY, STACY OWENS, STACEY BOSLEY, WILL DUKE
AND WILLIAM STRONG JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

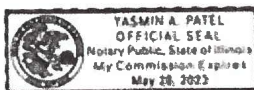
this 4th day of MAY, 20 22

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 4th day of MAY, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel
Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of October, 20 22.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

PRESENTER: Dan Taravella, Assistant Police Chief

ITEM/SUBJECT: Consider approval to purchase five (5) Police vehicles. (Assistant Chief of Police)

SUMMARY/BACKGROUND: The Nacogdoches Police Department is requesting approval to purchase a total of five (5) new 2023 year model vehicles. Six (6) vehicles have been the norm for the police department each year, however price increases on the vehicles and the equipment, have made 6 vehicles unaffordable at this time. This year we are seeking to diversify our fleet with four (4) marked patrol Chevy Tahoes and one (1) Chevy Silverado Police 4WD pickup truck. The truck will be designated as an administrative vehicle that will be used year round on a daily basis, just as our plain, black, unmarked administrative Tahoes are, but will be a huge asset in unusual circumstances and weather related events. We found ourselves at a disadvantage during the 2021 ice storm with no 4WD vehicles. The vehicles will come from Reliable Chevrolet through the Sheriff's Association of Texas state contract #22-03-1008. Reliable Chevy/Defender Supply quoted a purchase price for four (4) Police rated Chevy Tahoes and one (1) Chevy Silverado, all installed with Police Department purchased and supplied equipment including emergency lights, computer, speed radar, dash cam, mobile radio and graphics for a total price of \$290,361.59. For the last 13 years Chevrolet Tahoes have proven to be the most reliable police vehicle for the money.

The remaining money (\$109,638.41) is to be used for the purchase of required department equipment related to the new vehicles, such as dash camera systems, on-board computers, speed radar, two way radios, flashlights, exterior graphics, etc.

Chevrolet released a new body style in 2021, which means that none of the dimension-specific equipment from the previous body style is compatible and can't be utilized in the newer vehicles. This would prevent us from using many previous components in the newer body style cars.

This purchase will replace vehicles purchased in 2009-2015 with high mileage, several with well over 100,000 miles, and out of factory warranty for power train issues.

In an effort to shop local, for the past two years, NPD has contacted the four major dealerships in Nacogdoches. At this time all have politely declined to participate in the bidding process due to either not being a member of the state contract system, not being able to provide Chevy Tahoes or due to supply chain issues.

FINANCIAL:

Item is budgeted:

Account No.: 60.60.680.20

Account Name: *Equipment Replacement Fund Vehicle Capital*

Amount: \$400,000.00

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

Not Applicable

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

ATTACHMENTS: 1. 2022-23 Tahoe bids
2. PowerPoint Presentation



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/26/2022
Estimate #	34915
Estimate By	Jennifer Wilson Jennifer@defendersupply.... 214-870-1879



Bill To
Nacogdoches Police Department Dan Taravella 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	972-952-1561
Customer E-mail	dadams@reliablechevrolet.com

2023 Tahoe PPV	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
2023 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle (CC10706) - with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight)		1	0.00	0.00T
Make Payment to: Reliable Chevrolet				
Keyed Alike				
Defender Supply Driver Side Spot Light with LED Bulb for 2021+ Chevrolet Tahoe 9C1 & SSV. Includes Installation.		1	611.48	611.48

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/26/2022
Estimate #	34915
Estimate By	Jennifer Wilson
	Jennifer@defendersupply....
	214-870-1879



Bill To
Nacogdoches Police Department Dan Taravella 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	972-952-1561
Customer E-mail	dadams@reliablechevrolet.com

2023 Tahoe PPV	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Defender Supply TAHOE Marked Patrol Base Package - Whelen 54" Legacy WeCanX DUO Lightbar with Integrated Traffic Advisor and Full Across Take Down/Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise, Photo Cell Daylight Sensing, Low Power (R/W, B/W Front And Side, R/A, B/A Rear) with Strap Kit. - Core Controller, SYNC Module, Output Expansion Module, 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard. - Steel Push Bumper with Textured Coating and 6 Tri Color Super LED Light Heads (R/B/W), 4 in the Top Channel Cutouts and 1 on Each Side with 45° Brackets. Take Down, Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 1 Front Cabin and 2 Hatch Dome Lights. - Contoured Police Console With Dual Cup Holder, Arm Rest and 2 Magnetic Mic Clips. - Defender Supply Wiring Harnesses, Power Distribution Block and Battery Management System. - Includes Installation.		1	9,443.31	9,443.31
Defender Supply TAHOE Premium Single Drawer Storage Box. Includes Shipping and Installation.		1	1,867.50	1,867.50

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets - troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/26/2022
Estimate #	34915
Estimate By	Jennifer Wilson
	Jennifer@defendersupply....
	214-870-1879



Bill To
Nacogdoches Police Department Dan Taravella 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	972-952-1561
Customer E-mail	dadams@reliablechevrolet.com

2023 Tahoe PPV	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Defender Supply TAHOE Traffic Advisor Package - 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted on Rear Hatch Behind Glass with Vehicle Specific Shroud and Brackets. ... - 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Includes Installation.		1	1,578.65	1,578.65
Defender Supply TAHOE Rear Spoiler Light Package - Includes Six Light Heads (3x Red, 3x Blue) Under Rear Spoiler Mounted at the top of the Rear Window. Traffic Advisor and Flash Functions. Includes Installation.		1	1,477.51	1,477.51
Defender Supply Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function with Bracket. Includes Installation.		1	828.34	828.34
Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window Top. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	638.50	638.50
Defender Supply Running Board Lighting - Includes Four Dual Color Super LED Light Heads (4x R/W/B), 2 on Each Running Board. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	1,460.80	1,460.80
Defender Supply Computer Mount; Console. Includes Installation.		1	429.35	429.35
Havis Docking Station with Dual Pass-through Antenna and Power Supply for Panasonic's Toughbook 54 and 55 Rugged Laptop No VGA or HDMI Ports		1	964.05	964.05T

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Vehicle & Emergency Equipment Total

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets - troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/26/2022
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	Jennifer@defendersupply....
	214-870-1879



Bill To
Nacogdoches Police Department Dan Taraveilla 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	972-952-1561
Customer E-mail	dadams@reliablechevrolet.com

2023 Tahoe PPV	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Defender Supply TAHOE Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.		1	1,126.11	1,126.11
Defender Supply TAHOE Cargo Barrier with Mesh Window, Plastic Prisoner Seat with Center Pull Seat Belt System. Includes Shipping and Installation.		1	1,787.50	1,787.50
Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		1	610.23	610.23
Defender Supply Hitch Lighting Package -Includes 2 , Rear Facing Tri Color Super LED Light Heads (R/B/W), Mounted Horizontally on Each Side of the Hitch Area. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake. Includes Installation.		1	511.90	511.90
Stalker Radar display and front antenna bracket for 2021+ Tahoes (Ka and K band)		1	201.03	201.03T
Stalker rear antenna bracket for 2021 Tahoes (Ka and K band)		1	160.10	160.10T
Installation of customer supplied radar. Includes vehicle specific brackets.		1	579.88	579.88
** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **				
Installation of customer supplied camera system.		1	593.75	593.75
** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/26/2022
Estimate #	34915
Estimate By	Jennifer Wilson
	Jennifer@defendersupply....
	214-870-1879



Bill To
Nacogdoches Police Department Dan Taravella 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	972-952-1561
Customer E-mail	dadams@reliablechevrolet.com

2023 Tahoe PPV	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Installation of customer supplied 2 piece radio. Includes Coax Cable. ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **		1	274.00	274.00
Installation of Above Emergency Equipment as Listed: Havid Docking Station and Power Supply and Customer Supplied Equipment: Harris Radio Charger Flashlight		2	125.00	250.00
Professional cleaning, detailing, make-ready and document preparation by Defender Supply.		1	200.00	200.00T
Texas Government or Municipality - No Sales Tax			0.00%	0.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total \$25,232.86

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature _____

SHERIFFS ASSOCIATION OF TEXAS		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.: 22-03-1008	Date Prepared: 10/31/2022
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be emailed to Reliable Chevrolet @ dadams@reliablechevrolet.com or faxed to 972-952-8172. Therefore please type or print legibly.					
Buying Agency:	CITY OF NACOGDOCHES PD		Contractor:	RELIABLE CHEVROLET	
Contact Person:	DAN TARAVELLA		Prepared By:	DOUG ADAMS	
Phone:			Phone:	972-952-1561	
Fax:			Fax:	972-952-8172	
Email:	TARAVELLAD@NACTX.US		Email:	dadams@reliablechevrolet.com	
Spec #:	99	Description: 2023 TAHOE PPV 9C1 -- 2 WHEEL DRIVE			
A. Product Item Base Unit Price Per SAT Contract:					LUPINE DISTRICT
					34606.95
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
AZ3 - 40/20/40 FRONT SEAT	0	9C1 PPV - POLICE PURSUIT VEHICLE - REQUIRED	INCL		
5T5 - VINYL REAR SEAT	0	AG2 - POWER PASSENGER SEAT - REQUIRED	INCL		
V76 - TOW HOOKS	46	POLICE RATED SPARE - REQUIRED	INCL		
		VK3 - FRONT LICENSE PLANT BRACKET - REQ'D	INCL		
		5YR/100,000 POWERTRAIN WARRANTY	INCL		
		2 KEYS AT DELIVERY	INCL		
		Subtotal From Additional Sheet(s):			
		Subtotal B:	46		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
ESTIMATE BY DEFENDER SUPPLY 34915	25232.86				
		Subtotal From Additional Sheet(s):			
		Subtotal C:	25232.86		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:		73%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)					
Quantity Ordered:	4	X Subtotal of A + B + C:	59885.81	=	Subtotal D: 239543.24
E. SAT Order Processing Charge (Amount Per Current Policy)					Subtotal E: \$350
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges					
Description	Cost	Description	Cost		
		DELIVERY	INCL		
EXTERIOR COLOR -- BLACK				Subtotal F:	0
Delivery Date:	TBD	G. Total Purchase Price (D+E+F):			239893.24



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/26/2022
Estimate #	34917
Estimate By	Jennifer Wilson
	Jennifer@defendersupply....
	214-870-1879



Bill To
Nacogdoches Police Department Dan Taravella 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	972-952-1561
Customer E-mail	dadams@reliablechevrolet.com

2023 Silverado Admin	Vehicle Base Color - White			
Description	Location	Qty	Price	Total
2023 Chevrolet Silverado Crew Cab 4WD 1500 5W4 SSV (CK10543) – Short 5'8" Bed with 5.3 V-8 Eco Tec Engine (355 hp/383 lb-ft of torque), 10-Speed Automatic Transmission, 3.23 Rear Axle Ratio, Auto-locking Rear Differential, 220-Amp Alternator, 730 cold-cranking Amp Battery, High-capacity Air Filter, External Oil Cooler, Transmission Cooler, Skid Plates, 17-inch Steel Wheels with All-Season Tires, 40/20/40 split-bench Front Seat, Bluetooth® Wireless Technology for Select Phones, Push Button Start, Cruise Control, Power Mirrors, HD Rear Vision Camera, Cloth Front Seat Trim / Rear Vinyl, Heavy-Duty Rubberized Vinyl Floor Covering, Work Truck Convenience Package, Trailing Package, Hitch Guidance, Power Heated-Adjustable Outside Mirrors, Power Windows & Door Locks, Remote Keyless Entry, Remote Locking & Release Tailgate, Tubular Assist Steps & Under Body Full Size Spare.		1	0.00	0.00T
Make Payment to: Reliable Chevrolet				
Defender Supply SILVERADO Driver Side LED Spot Light. Includes Installation.		1	566.01	566.01

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Vehicle & Emergency Equipment Total

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/26/2022
Estimate #	34917
Estimate By	Jennifer Wilson
	Jennifer@defendersupply....
	214-870-1879



Bill To
Nacogdoches Police Department Dan Taravella 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	972-952-1561
Customer E-mail	dadams@reliablechevrolet.com

2023 Silverado Admin	Vehicle Base Color - White			
Description	Location	Qty	Price	Total
Defender Supply SILVERADO Unmarked Slicktop Base Package - Full Function Dual Color LED Low Profile Visor Light Bar with Full Across Take Down, Progressing Flash Patterns with Slide Switch, Cruise, Low Power (R/W, B/W). - Core Controller, SYNC Module, OBDII Canport Harness, Output Expansion Module, 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard. - 4 Tri Color Super LED Light Heads (R/B/W) Mounted in Grill. Take Down, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - Headlight Flasher Module. - 1 Front Cabin Dome Light. - Contoured Police Console With Dual Cup Holder, Arm Rest and 2 Magnetic Mic Clips. - Defender Supply Wiring Harnesses and Power Distribution Block. - Includes Installation.		1	7,886.20	7,886.20
Defender Supply SILVERADO Traffic Advisor Package - 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted in the Rear Window with Vehicle Specific Shroud and Brackets.		1	1,175.00	1,175.00

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Vehicle & Emergency Equipment Total

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets - troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/26/2022
Estimate #	34917
Estimate By	Jennifer Wilson
	Jennifer@defendersupply....
	214-870-1879



Bill To
Nacogdoches Police Department Dan Taravella 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	972-952-1561
Customer E-mail	dadams@reliablechevrolet.com

2023 Silverado Admin	Vehicle Base Color - White			
Description	Location	Qty	Price	Total
Installation of customer supplied 2 piece radio. Includes Coax Cable. ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **		1	274.00	274.00
2023 Silverado Under Rear Seat Lockbox - Black Checking Price*		1	650.00	650.00T
Tri-fold bed cover for a 2019+ Silverado w/ 5.5' bed (BLACK). Includes Installation Checking Price*		1	1,300.00	1,300.00T
Installation of customer supplied radar. ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **		1	218.75	218.75
Window Tint - For Two Front Windows		1	79.95	79.95T
Installation of Customer Supplied Equipment: Harris Portable Charger Flashlight		1	125.00	125.00
Professional cleaning, detailing, make-ready and document preparation by Defender Supply. Texas Government or Municipality - No Sales Tax		1	200.00	200.00T
			0.00%	0.00

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Vehicle & Emergency Equipment Total	\$12,474.91
--	--------------------

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature _____

SHERIFFS ASSOCIATION		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.: 22-03-1008	Date Prepared: 10/31/2022
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be emailed to Reliable Chevrolet @ dadams@reliablechevrolet.com or faxed to 972-952-8172. Therefore please type or print legibly.					
Buying Agency:	CITY OF NACOGDOCHES PD		Contractor:	RELIABLE CHEVROLET	
Contact Person:	DAN TARAVELLA		Prepared By:	DOUG ADAMS	
Phone:			Phone:	972-952-1561	
Fax:			Fax:	972-952-8172	
Email:	TARAVELLAD@NACX.US		Email:	dadams@reliablechevrolet.com	
Spec #:	106	Description:	2023 CHEVROLET SILVERADO 1500 WT CREW CAB SSV 2WD STD BOX (CC10543)		
A. Product Item Base Unit Price Per SAT Contract:			LONGHORN DISTRICT		32941.44
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
5W4 - SSV PACKAGE		INCL			
G80 - LOCKING DIFF (INCL WITH TRAILER PKG)		INCL			
QDV - 265/70r17 ALL TERRAIN TIRES		182			
NZZ - SKID PLATES		137			
UPGRADE TO 4X4		3300			
5Y1 - 20% CENTER FRONT SEAT DELETE		0			
5T5 - CLOTH FRONT / VINYL REAR		0			
PEB - WT VALUE PACKAGE		1083			
INCL PCV WT CONV PKG AND Z82 TRAILERING					
PCV PKG INCL DEEP TINT GLASS,					
REAR WINDOW DEFOG, CRUISE, AND			Subtotal From Additional Sheet(s):		
POWER MIRRORS			Subtotal B:		4702
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
DEFENDER ESTIMATE 34917		12474.91			
			Subtotal From Additional Sheet(s):		
			Subtotal C:		12474.91
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:		33%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)					
Quantity Ordered:	1	X Subtotal of A + B + C:	50118.35	=	Subtotal D: 50118.35
E. SAT Order Processing Charge (Amount Per Current Policy)					Subtotal E: \$350
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges					
Description		Cost	Description		Cost
			DELIVERY		INCL
JET BLACK CLOTH SEATS					
EXTERIOR COLOR - WHITE					
			Subtotal F:		0
Delivery Date:		60-90 DAYS APPX		G. Total Purchase Price (D+E+F):	
				50468.35	



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
 24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445
 Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299
 Telecommunications

Customer: CITY OF NACOGDOCHES
Address: 312 W. Main Street
 Nacogdoches, Texas 75961

Work Order #: 000000006010369
***Date:** 11/3/22

Pricing is valid for 30 days from the date of this Proposal.

Statement of Work: Nacogdoches PD: XL200M 700/800/VHF

Purchase Order #: PO:

Comments: Requested By: D. Taravella

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
92080	1601002300	COAX, NMO MOUNT, 3/4 IN, NO CONNECTOR	5	13.7820	68.9102
92080	1608007610	ANTENNA, PANORAMA CUSTOM KIT - LCRA-001	5	83.5544	417.7721
92080		VC4000 Charger	5	143.0000	715.0000
92080		XL200M, 700/800/VHF, P25 Trunking, OTAP, Single Key AES/DES, Encryp Lite, Phase 2 TDMA, Mounting Kit, Control Unit, Std. Mic, Ext Speaker, Spkr accy cable	5	6,972.7130	34,863.5650
92080		VC400 Charger Power Adapter Kit	5	25.0250	125.1250
92090	1601002360	TNC MALE CRIMP CONNECTOR RG58,141	5	2.2019	11.0097
Material Sub Total:					\$36,201.38

Labor Total: \$0.00

Material Total: \$36,201.38

Job Total: \$36,201.38

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.

Quote Number 00003055



Prepared By Jenny Coughenour
Phone (913) 428-3280
Fax (913) 492-1703
Email jcoughenour@kustomsignals.com

Address 10901 W 84th Terrace, Suite 100
Lenexa, Kansas 66214
United States
Created Date 11/1/2022
Expiration Date 1/26/2023

Quote To:

Name	Assistant Chief DAN TARAVELLA	Ship To Name	NACOGDOCHES POLICE DEPT
Bill To Name	NACOGDOCHES POLICE DEPT	Ship To	312 W MAIN ST
Bill To	PO BOX 635030		NACOGDOCHES, TX 75961-5030
	NACOGDOCHES, TX 75961-5030		USA

Product Code	Quantity	Product Description	Sales Price	Total Price
57	4.00	Golden Eagle II Dual KA Antennas with DSP, TruTrak™ VSS, and Smart Patrol Search	\$1,895.00	\$7,580.00
61	4.00	Display Separation Kit & Plates - separates the display face from the counting unit	\$57.00	\$228.00

Totals

Subtotal	\$7,808.00
Shipping and Handling	\$160.00
Total Amount	\$7,968.00

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

HGAC EF 04-21 Contract

27-Month Standard Warranty

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____



Prepared By Jenny Coughenour
 Phone (913) 428-3280
 Fax (913) 492-1703
 Email jcoughenour@kustomsignals.com

Address 10901 W 84th Terrace, Suite 100
 Lenexa, Kansas 66214
 United States
 Created Date 11/1/2022
 Expiration Date 1/26/2023

KUSTOM SIGNALS, INC. TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supercedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Ingram Technologies, LLC

PO Box 203324
Austin, TX 78720 US
scott@ingramt.com
www.ingramt.com



Estimate

ADDRESS
John Turner
City of Nacogdoches
312 West Main Street
Nacogdoches, TX 75961 USA

SHIP TO
AC, Dan Taravella
City of Nacogdoches
312 West Main Street
Nacogdoches, TX 75961 USA

ESTIMATE 22-1458
DATE 11/01/2022

SALES REP
Scott

GOV COOP CONTRACTS
DIR-TSO-4025 Panasonic TB

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	FZ-55FZ-12KM	FZ-55FZ-12KM MSRP: 3,949.40 Public Sector Specific Win10 Pro (Win11 DG) Intel Core i5-1145G7 vPro (up to 4.4GHz) AMT 14.0" FHD 1000 nit Gloved Multi Touch 16GB 512GB OPAL SSD Intel Wi-Fi 6 Bluetooth 4G LTE Band 14 (EM7511) Dual Pass (Ch1:WWAN-GPS/Ch2:WWAN) Infrared Webcam NO USB-C Standard Battery TPM 2.0 Emissive Backlit Keyboard Flat CF-SVC512SSD3Y - 3 Year No Return of Defective Drive CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only CF-SVCLTNF3YR - 3 Year Protection Plus Warranty CF-SVCPDEP3Y - 3 Year Premier Deployment	5	3,200.00	16,000.00T

SUBTOTAL	16,000.00
TAX	0.00
TOTAL	\$16,000.00

Billing Address:
NACOGDOCHES POLICE DEPT,
CITY OF
312 W MAIN ST
NACOGDOCHES, TX 75963
US

Shipping Address:
NACOGDOCHES POLICE DEPT,
CITY OF
312 W MAIN ST
NACOGDOCHES, TX 75963
US

Quote Date:11/03/2022
Expiration Date:02/01/2023
Quote Created By:
Timothy Culberson
CES
Tim.Culberson@
motorolasolutions.com
469-525-9928

End Customer:
NACOGDOCHES POLICE DEPT, CITY
OF
Dan Tarvella
taravellad@nactx.us
(936) 559-2604

Payment Terms:30 NET

Summary:

22918 - TX DIR TSO-4101

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
M500						
1	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	5		\$6,015.00	\$30,075.00
2	WGP02225-202-KIT	BRKT KIT WI-FI BASE UNIVERSAL W/ SCREWS	5		\$25.00	\$125.00
3	WGB-0146A	MIKROTIK CONF WIFI KIT, DRILL MNT	5		\$200.00	\$1,000.00
V300						
4	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	5		\$945.25	\$4,726.25
5	WGA00640-KIT1	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	5		\$95.00	\$475.00
6	WGP02614	V300, BATT, 3.8V, 4180MAH	5		\$99.00	\$495.00
VideoManager EL: Video Evidence Management						



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
7	WGP02400-520	VIDEOMANAGER EL, VISTA/ V300 ANNUAL DEVICE LICENSE & SUPPORT FEE	5	1 YEAR	\$195.00	\$975.00
8	WGP02400-510	VIDEOMANAGER EL, 4RE/ M500 ANNUAL DEVICE LICENSE & SUPPORT FEE	5	1 YEAR	\$185.25	\$926.25

Grand Total **\$38,797.50(USD)**

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$38,797.50	\$0.00
Grand Total System Price	\$38,797.50	\$0.00

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



2022-2023 Purchase Request Summary

A total of five (5) vehicles.

Four (4) marked Chevy Tahoes

One (1) unmarked "Admin" Chevy Silverado Police 4x4

Total Vehicle Cost \$290,361.59

Total Accessory Cost \$98,966.88

Total Cost \$389,328.47



PRESENTER: Heather Watts, Judge

ITEM/SUBJECT: Consider approval of a contingent fee contract and ordinance with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Article 103.0031 of the Code of Criminal Procedure, said contract being for the collection of delinquent government receivables owed to City of Nacogdoches and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code. (Municipal Court Judge)

SUMMARY/BACKGROUND: This is a contingency fee contract and ordinance with the law firm of Perdue Brandon Fielder Collins & Mott, L.L.P. for the collection of delinquent fines and fees owed to the City of Nacogdoches. Through this contract we seek to increase recovery of delinquent fines and fees in as expeditious a manner as possible. The Criminal Procedure/Transportation Codes allow for the assessment of a percentage-based fee to recover the costs of collecting delinquent fines and fees. These percentage-based fees are assessed only against the debtor and not the City of Nacogdoches or the taxpayers of the City of Nacogdoches.

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: Heather Watts, Municipal Court Judge
watts@nactx.us
936-559-2641

ATTACHMENTS:

1. Public Notice
2. Written Findings
3. Contract
4. Ordinance

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the City of Nacogdoches, will consider a contingent fee contract with the law firm of Perdue Brandon Fielder Collins & Mott, L.L.P. (“Firm”) and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(a)(2) of the Government Code and shall announce the following:

A. The City of Nacogdoches is entering into a contract with the Firm for the collection of delinquent fines and fees owed to the City of Nacogdoches and through this contract the City of Nacogdoches seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(a)(1)(A).

B. The City of Nacogdoches believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(a)(1)(B). The Firm has collected delinquent government receivables for 52 years. The Firm currently has 14 primary offices and multiple satellite offices throughout Texas, Oklahoma and Florida. It employs more than 400 individuals, including 60 attorneys. It uses a multi-office, fully integrated team approach allowing the City of Nacogdoches access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the City of Nacogdoches may have.

C. The nature of any relationship between the City of Nacogdoches and the Firm is as follows. GOVT. CODE § 2254.1036(a)(1)(C).

The Firm has represented the City of Nacogdoches for the collection of delinquent ad valorem taxes since 2016.

D. The City of Nacogdoches is unable to collect its delinquent fines and fees. GOVT. CODE § 2254.1036(a)(1)(D). The City of Nacogdoches currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the City of Nacogdoches.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Criminal Procedure/Transportation Codes allow the assessment of a percentage-based fee to recover the costs of collecting delinquent fines and fees. These percentage-based fees are assessed only against the debtor and not the City of Nacogdoches or taxpayers of the City of Nacogdoches. The collection of delinquent fines and fees is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amounts of delinquent fines and fees due. Moreover, the City of Nacogdoches will bear the cost of these hourly fees and not the debtor,

because the Code of Criminal Procedure does not expressly authorize the City to pay for collection services based on an hourly fee.

F. The City believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(a)(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the City of Nacogdoches or taxpayers in the City of Nacogdoches.

NOW THEREFORE, be it resolved, this City Council, for the reasons stated above, hereby seeks entry of the contingent fee contract between the City of Nacogdoches and the law firm of Perdue Brandon Fielder Collins and Mott, LLP for the collection of delinquent fines and fees.

Executed this the ____ day of _____, 2022.

On Behalf of the City Council

City of Nacogdoches

Nacogdoches County, Texas

Written Findings as to the Collections Contract with Perdue Brandon Fielder
Collins & Mott, LLP

In an open meeting, the City Council for the City of Nacogdoches considered all matters listed in Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The City Council, pursuant to Section 2254.1036(b) of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Nacogdoches; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because the City of Nacogdoches does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this City Council hereby approves the contract by and between the City of Nacogdoches and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent court fines and fees with services to be paid in accordance with Article 103.0031 of the Texas Code of Criminal Procedure.

APPROVED and EXECUTED this the _____ day of _____, 2022.

On Behalf of the City Council for the City of
Nacogdoches
Nacogdoches County, Texas

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF TEXAS §
 §
COUNTY OF NACOGDOCHES §

SECTION I. PARTIES TO THE CONTRACT

THIS CONTRACT, hereinafter called “Contract”, is made and entered into by and between the City of Nacogdoches, Texas, acting herein by and through its governing body, hereinafter called “the City” and **Perdue Brandon Fielder Collins & Mott, L.L.P.**, hereinafter called “Perdue”.

THIS CONTRACT supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

The City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the City and Perdue agree as follows:

SECTION II. CITY’S COLLECTION OBLIGATIONS

A. The City agrees to refer all delinquent accounts, as defined below, to Perdue for collection on or about the first (1st) or the fifteenth (15th) of each month. The City shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the City. All delinquent accounts should be in a specified format that will allow Perdue to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. The City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. PERDUE'S COLLECTION OBLIGATIONS

A. Perdue agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. Perdue reserves the right to return any accounts not collected within one (1) year of referral by the City. Neither party will have any obligation to the other with regard to returned accounts.

B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the City and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the City, Perdue agrees to provide legal advice to the City on its delinquent accounts.

SECTION IV. COLLECTION FEE

The City agrees to pay Perdue as follows:

(1) No charge for the collected fines, fees, and court costs referred to Perdue by the City imposed on all unadjudicated offenses committed on or before June 18, 2003.

(2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.0031, Texas Code of Criminal Procedure.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, Perdue cannot collect from a defendant the percentages referred to in Section IV. COLLECTION FEE if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due.

SECTION VI. METHOD OF PAYMENT

Absent an agreement otherwise, the City shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on the ____ day of _____, 2022, and end when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this Contract. Upon termination Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the City prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to Perdue by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Patrick K. Woods
BY U.S. MAIL OR BY COURIER DELIVERY:
100 N. Broadway, Suite 1202
Tyler, Texas 75702
Telephone Number: 903-597-7664

All notices from Perdue shall be sent to the City by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Nacogdoches
Attn: Mario Canizares
202 East Pilar Street
Nacogdoches, TX 75961

SECTION IX. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Nacogdoches County, Texas.

SECTION X. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, Perdue hereby accepts said employment and undertakes performance of said Contract as set forth above.

SECTION XI. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

The Firm is compliant with and will comply with all provisions of Chapters 2252 Subchapter F, 2271 and 2274 of the Texas Government Code during the term of this Contract. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

In support of this contract the District has also adopted written findings pursuant to Section 2254.1036 of the Government Code.

This Contract is executed on behalf of the City by the presiding officer of its governing body who is authorized to execute this instrument by Ordinance heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of the City by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this 15th day of November, 2022.

CITY OF NACOGDOCHES, TEXAS

By: _____
Mario Canizares, City Manager

PERDUE BRANDON FIELDER COLLINS & MOTT, L.L.P.

By: _____
Patrick K. Woods, Partner

ORDINANCE NO. 1944-11-22

ORDINANCE PROVIDING FOR A FEE TO DEFRAY COSTS OF COLLECTING DELINQUENT FINES, FEES, COURT COSTS, AND OTHER DEBTS PURSUANT TO ARTICLE 103.0031 OF THE TEXAS CODE OF CRIMINAL PROCEDURE

WHEREAS, Article 103.0031 of the Texas Code of Criminal Procedure authorizes the City of Nacogdoches to contract with a private attorney for the collection of the fees listed above and to impose an additional fee in the amount of thirty percent on each debt or account receivable that is more than sixty days past due and which has been referred to an attorney for collection; and

WHEREAS, the City of Nacogdoches has determined that it is in the public interest to ensure the prompt payment of delinquent court-imposed fines, fees, court costs, and other debts as provided by said statute; and

WHEREAS, the City of Nacogdoches, pursuant to Article 103.0031, Texas Code of Criminal Procedure, has entered into a contract with a private firm, Perdue Brandon Fielder Collins & Mott L.L.P. (Perdue), to provide services for the collection of debts and accounts receivables, i.e.: fines, fees, court costs, restitution, and other debts ordered to be paid by a court serving the City of Nacogdoches;

WHEREAS, the City of Nacogdoches deems it in the public interest to pass this ordinance authorizing an additional collection fee for the collection of delinquent fines, fees, court costs, and other debts;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF NACOGDOCHES, TEXAS THAT:

SECTION 1. FINDINGS. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City of Nacogdoches and made a part of this ordinance for all purposes and findings of fact.

SECTION 2. COLLECTION FEE. In accordance with Article 103.0031 of the Texas Code of Criminal Procedure, there is hereby imposed an additional fee of thirty percent (30%) on all debts and accounts receivable, i.e.: fines, fees, court costs, restitution, and other debts that are more than sixty (60) days past due and have been referred to a private firm (Perdue) for collection.

SECTION 3. EFFECTIVE DATE. This ordinance shall be effective from and after its date of passage.

SECTION 4. AUTHORIZATION. The City of Nacogdoches is hereby authorized to enter into a contract with the Perdue Firm to provide services for the collection of fines, fees, court costs, and other debts substantially in the form of the attached contract which is made a part of this ordinance for all purposes.

SECTION 5. SEVERABILITY. If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

SECTION 6. OPEN MEETINGS. It is hereby found and determined that the meetings at which this ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code – Chapter 551, as amended, and that a quorum of the City Council was present.

PASSED AND APPROVED on the 15th day of November, 2022.

City of Nacogdoches, Texas

Jimmy Mize, Mayor

ATTEST:

Jan Vinson, City Secretary

APPROVED AS TO FORM:

Steven Kirkland, City Attorney

PRESENTER: Jessica Sowell, Community Services Asst Director

ITEM/SUBJECT: Hold a discussion and receive direction regarding the City's communication efforts, which include an update on the activities of the City Council appointed Communications Committee. (Community Services Assistant Director)

SUMMARY/BACKGROUND: The Communication Task Force was established by the City Council on September 21, 2021 and is made up of ten members of the public representing a variety of community interest groups. The City Council laid out four main goals for the Communications Task Force:

- Determine existing communications Structure/Efforts - General and Emergency Communications
- Gather input from key communities
- Review and assess findings
- Deliver conclusions and recommendations

The Communication Task Force meets monthly at City Hall. The Task Force started by having discussions and hearing presentations from several key City staff members about their current communication practices. They met with the IT Division, Police Department and Public Works Department and learned about the City's current standard operating procedures.

The Communication Task Force assisted the City Public Information Officer (PIO) and the IT Division with the City of Nacogdoches website update. The website was launched on October 6th and has several features that were recommended by the Task Force. The most prominent is the new Nacogdoches Portal Page, which is the first page that comes up when visiting the City's website. The Task Force asked for this inclusion so the City could be more community focused and assist in connecting people with all the resources they might need. The Task Force was also included in the change over from our old emergency alert software, BlackboardConnect to our new software, HyperReach. They discussed the software conversion, best practices and the viability of the contact information included.

Per City Council's directives, the Task Force is meeting with City staff and conducting panel discussions about their roles in communication, ideas on how things can be improved, thoughts on current communication practices and things that work well. The first discussion took place on October 17th and included representatives from IT, Engineering, Community Services, Public Works and City Administration. The next City staff panel discussion is on November 16th and will include representatives from the Police and Fire Departments.

Once the panel discussions are completed, the Task Force will meet with City communication partners and communication professionals to conduct one on one interviews about City communication, its effectiveness and ways to improve. Each Task Force member has also

committed to hosting a Focus Group with different community groups to find out how and if they receive communication from the City, what they would like to hear from their City government and how best to reach each group.

The culmination of this outreach will be a Communications Report with recommendations on standard operating procedures, possible products or services needed and recommendations on overall community engagement. This report will also cover communications during City emergencies.

City Communications are currently handled primarily by two City staff, the Police Department Public Information Officer Brett Ayers and Community Services Assistant Director Jessica Sowell. Individual departments are responsible for creating the messaging, graphics, press releases or any other communication information and then sending that information to the Public Information Officers for distribution. The City currently utilizes several social media channels, including Facebook, Instagram and NextDoor. We also routinely send out press releases and photos to our media list which includes TV stations, radio stations and several newspapers. The City also uses two apps - NacWise and Nac311 for communication with the public.

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: Jessica Sowell, Community Services Assistant Director
sowellj@nactx.us
936-559-2940

ATTACHMENTS: 1. Communication Update



Communications Update



Communication Task Force Objectives:

- Determine existing communications Structure/Efforts - General and Emergency Communications
- Gather input from key communities
- Review and assess findings
- Deliver conclusions and recommendations

The Communication Task Force was established by City Council on September 21, 2021 and is made up of ten community members.

Accomplishments:

- Assisted with conversion from BlackboardConnect to HyperReach.
- Assisted with City of Nacogdoches website redesign.
- Received presentations from multiple City Divisions on current communication practices.
- Reviewed old City Communication plan.
- Conducted the first of several City staff panel interview.

Next Steps:

- Conduct additional City staff panel discussion - November 16th
- Conduct interviews with City partners and communication professionals
- Conduct Focus Groups with community groups.
- Compile, analyze and make recommendations based on information gathered.

Current City Communication:

City Staff:

Nacogdoches Police Dept PIO

Srgt. Brett Ayers

Community Services Assistant Director

Jessica Sowell

IT Manager

Michael Donnell

Forms of Communication:

Social Media: Facebook, Instagram, NextDoor

Online: City website

Traditional: Newspaper, Radio, TV

Apps: NacWise Alerts and Nac311



City Council Meeting

Date: November 15, 2022

Agenda Item: 6.C.

PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Hold a discussion and provide feedback regarding a policy and procedures for City staff to respond to low income housing tax credit requests. (Economic Development Director)

SUMMARY/BACKGROUND: Staff has developed the attached low income housing tax credit (LIHTC) policy to assist City Council to navigate the decision-making process when considering requests for support of LIHTC resolutions.

Previous staff reports about the LIHTC process are attached as a refresher of the process and the requests the City Council can anticipate receiving again in the near future.

The proposed policy formally adopts a process very similar to the process utilized by staff and City Council to review LIHTC requests in early 2022.

Staff is requesting City Council to consider the attached policy and provide staff feedback regarding any potential amendments to be made. Staff will present a final policy for approval at the December 6, 2022 City Council Meeting.

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, Community Engagement/Diverse Environment, Economic Development

CITY CONTACT: Larissa Philpot-Brown, AICP, Economic Development Director
lphilpot@nedco.org
936-559-1255

ATTACHMENTS:

1. February 1, 2022 Agenda Item
2. Low Income Housing Tax Credit LIHTC Policy 11.8.22.1405

PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Receive a presentation and hold a discussion regarding the Low Income Housing Tax Credit Program. (Economic Development Director)

SUMMARY/BACKGROUND: The Low Income Housing Tax Credit (LIHTC) program (or HTC program) is a federal program created in 1986 designed to finance the construction of affordable rental housing. The LIHTC program is the primary way new affordable housing is constructed in the United States. More than \$83 million in tax credits has been provided to Texas for the 2022 allocation. In Texas, this program is administered by the Texas Department of Housing and Community Affairs (TDHCA).

The program works by providing a tax credit equal to 9% of the qualified basis of the development. Those tax credits can then be utilized by the project developer or they may be sold or transferred to another entity to provide capital and thus reduce the debt required to finance the project. This debt reduction allows for a lower than market rent to be charged for the property. After the property is developed, the applicant must market the property in the surrounding community. Tenants earning up to 60% of the area median family income for their household size who meet the screening and eligibility restrictions of the property may qualify for a reduced rent. The overall area median family income for Nacogdoches County is \$68,400. The chart below shows how family size is factored into the income limit calculation.

Household Size	1 Person	2 Person	3 Person	4 Person	5 Person
Income Limit	\$27,900	\$31,920	\$35,880	\$39,840	\$43,080

Each state designs its own Qualified Allocation Plan (QAP). In Texas, the QAP allocates credits within regions, in a process that sets up a competitively scored application process in each region. Nacogdoches lies within a rural subregion containing 12 counties. Developments are scored based on the amenities they provide, the demographics of the census tract the proposed development lies within, the development's proximity to previously awarded LIHTC properties, and a development's ability to obtain a resolution of support from the City. Staff has been informed the proposed developments will likely not receive a credit allocation if they do not receive a resolution of support from the City. It is also important to note only one development will receive a credit allocation in each region.

Nacogdoches contains several housing tax credit developments that were constructed using LIHTC financing in previous years.

Development	Address	Year Awarded
Cordova Rental	Various	1993

Units		
Commonwealth Apartments	5319 Northway Drive	1996
Commonwealth, Phase II	5319 Northway Drive	1999
Cypress Ridge	2701 Logan Circle	2000
Cardinal Village	1630 Cardinal Street	2002
Spring Hill Apartments	3413 East Main	2002
Nacogdoches Senior Village	605 Harris Street	2006
Vista Pines Apartment Homes	1602 Park Street	2006
Park Estates	1600-2026 Pruitt Hill	2007
Pine Lake Estates	2012 Durst Street	2013
Tower Village	Tower Rd & Park St	2013

This year, the City of Nacogdoches received requests for resolutions of support from four developers representing five different multi-family developments (one development team submitted two adjacent projects). All five proposed developments are located in the Northeast Ward (see attached map and chart). Introductory meetings were held with each developer, Larissa Philpot, City Manager Canizares, Mayor Mize or Mayor Pro Tem Boldon, and Northeast Ward Council Member Belanger.

All the developers have been invited to make presentations and answer community member questions at a community meeting to be held on February 2nd at the C.L. Simon Recreation Center. The developer presentations will be provided to City Council following the community meeting.

Timeline:

Community meeting	February 2, 2022, 5:30 PM at the C.L. Simon Recreation Center
Consideration of resolutions of support	February 22, 2022 City Council meeting
Full application from developer due to TDHCA	March 1, 2022
TDCHA issuance of credit allocations	July 2022

Construction complete	End of 2024
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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: Larissa Philpot-Brown, Economic Development Director
lphilpot@nedco.org
936-559-1255

ATTACHMENTS:

1. HTC proposed development chart
2. Potential Housing Tax Credit Sites 01.14.2022

Low Income Housing Tax Credit LIHTC Policy

Policy Statement:

To meet the housing needs of the City of Nacogdoches, the City will analyze projects requesting support for Low Income Housing Tax Credits (LIHTC) to determine if the projects comply with certain principles and policies in the City's Comprehensive Plan and any other redevelopment or neighborhood plans adopted by the City. This analysis aims to (a) establish if LIHTC projects merit local support and/or funding assistance, and (b) prioritize LIHTC submissions if more than a single proposal is received during an evaluation period. The Nacogdoches Economic Development Corporation (NEDCO) staff serve as the City's primary staff and point of contact for all LIHTC programs.

Evaluation Criteria:

The City of Nacogdoches is committed to improving the quality of life in the City, its neighborhoods, and its residents. As part of this commitment, the City supports the development of decent, safe, sanitary, and affordable housing options that provides full and equal access to all persons. Such support may be any combination of the following:

- City Council resolution of support
- City Council adoption of financial assistance through a permit fee waiver

Therefore, in general, the City of Nacogdoches will use the following criteria in the evaluation of projects for consideration of City support and/or funding assistance:

- Alignment with the City Council's priorities
- Alignment with the existing zoning map
- Adapted reuse or rehabilitation of existing structures
- Involvement and support from local stakeholders and neighborhood organizations
- Impact on existing housing
- Quality and design of construction
- Current availability of affordable housing and the need for additional affordable housing units in the near future
- Impact on City infrastructure and services including, but not limited to utilities, public safety, and emergency response
- Provision of both tax credit and market-rate units
- Level of funding assistance requested
- Payment of property taxes
- Demonstrated development and management team experience
- Impact on the elimination of blight
- Impact of traffic associated with the project
- Impact on area schools
- Preservation of environmental assets
- Impact on the surrounding neighborhood
- Participation in requested public participation meetings (neighborhood meeting, town hall meeting, City Council meeting)

Duration of Commitment of Support:

Any formal, written commitment of support for a proposed LIHTC project shall expire one (1) year from the date of approval by the City Council.

Meeting with City Staff and City Council:

No less than one meeting with the developer, sponsor, relevant City staff, and the Council member whose ward the project lies in, will take place to discuss the proposed project in general, and any issues and concerns identified in the application.

Neighborhood Meeting:

The applicant will be requested to host a general information meeting with the property owners of the neighborhood in which the project is to be located. City staff will assist the applicant in notifying the property owners of the meeting.

Town Hall Meeting:

The Applicant will be requested to participate in a town hall meeting at which City staff will give an overview of the LIHTC process and all the applicants will provide an overview of their projects. The town hall meeting will be open to the public and the applicants will be expected to answer questions from the community.

Presentation to City Council:

The Applicant will be requested to give a presentation to the City Council regarding their proposed project. Presentations are generally scheduled during a City Council Work Session in the month of February.

Substantial Changes:

Before the start of construction, the applicant must notify the NEDCO staff in writing and request a new commitment of support if a project which received a commitment of support has a substantial change including, but not limited to, the following:

- Number of units
- Type of units
- Target population
- Amenities
- Type of construction
- Developer/sponsor/owner
- Assistance required from the City
- Final site development plan

Annual Schedule:

Neighborhood meeting held by applicant	December
Application due to NEDCO	5 pm, 3 rd Friday of December
Meeting with Council Member from affected ward	Last two weeks of December
Town Hall meetings scheduled	First week of January
City Council presentation by applicants	First Council meeting of January (generally, first Tuesday of January)

City Council consideration of support

Second Council meeting in February (generally,
second Tuesday of February)

Administration of the LIHTC Program:

The LIHTC program in the State of Texas is administered by the Texas Department of Housing & Community Affairs. The City of Nacogdoches has no responsibility for application approval for LIHTC projects or the administration of the LIHTC program. City staff will serve as a facilitator between the LIHTC applicant and City Council and will not provide recommendations for support.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider award of bid to TCMC in the amount of \$990,000.00 for the construction of four park restrooms located at Pecan Park, Maroney Park, Festival Park and Pilgrim's Sportsplex. (Community Services Director)

SUMMARY/BACKGROUND: The Parks Division originally budgeted \$150,000 for the restroom at Pecan Park in FY 2018, \$150,000 for the restroom at Maroney Park in 2019 and \$210,000 for the restroom at Festival Park in 2020. Staff's original cost estimates were low and over time the cost of materials and labor have risen to a point that the projects' cost have exceeded the budgeted amounts. The restroom at Pilgrim's Sportsplex did not have an individual budget, since Pilgrim's donated a lump sum to accomplish multiple projects, therefore there is not a need to make a budget amendment to cover the cost of the unit at Pilgrim's Sportsplex.

The first attempt at bidding these restrooms was on June 25, 2021 and two companies submitted bids. Staff recommended to City Council that these bids be formally dismissed, which was approved by City Council on September 21, 2021. At that time, the cost per facility was \$236,000, which was over the budgeted amount. The architect for the project, Army Curtis, recommended rebidding the project at the beginning of 2022 in hopes of seeing a reduction in material cost.

Staff met with Nacogdoches Independent School District (NISD) and developed a plan to release bids for construction of two NISD restrooms and City Park restrooms at the same time, in hopes of enticing a large firm that might provide a better cost per unit. The City again released an invitation to bid on September 14, 2022 and opened on October 6, 2022. Three bids were submitted during this round of bidding from CM of SE TX, Paragon Construction and TCMC, with the low bid being \$990,000 from TCMC (\$247,500 per unit).

The restrooms at Pecan Park and Festival Park are currently closed to the public and are not able to be rehabilitated. Currently, Pilgrim's Sportsplex and Maroney Park do not have restroom facilities. The need for more and better restrooms in our park facilities was a common topic during the development of the Parks, Recreation and Trails Master Planning process in 2017. These parks were chosen partially based on the recommendation of the Parks Master Plan that states, "First priority for restroom improvements should be the City's Community level parks, such as Pecan, Maroney and Festival parks, given their higher public and visitor utilization. Next priorities might be sports complexes and high-profile trailhead locations..."

FINANCIAL:

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

Account No.: 01.86.680.40

Account Name: *Committed Reserves - Parks Facilities Capital*

Amount: \$990,000

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

Infrastructure

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

ATTACHMENTS:

1. Bid Recommendation Letter
2. Bid Form
3. PowerPoint Presentation

October 20, 2022

Brian Bray
Community Services Director
City of Nacogdoches
Nacogdoches, TX 75961

Re: City Restrooms Bid Results

Dear Mr. Bray,

On October 6, 2022, the City accepted bid proposals for the City Parks Restrooms project. The results of these bids are attached for your reference.

Based on my review of the bids, and with discussion with City staff, the project is recommended to proceed as follows. The project costs are summarized below:

- The project received three bids, with TCMC Construction of Tyler TX the low responsive base bid of \$990,000.00, and a total construction time of 180 days. We have reviewed the main sub-contractors being proposed and take no exception to their ability to perform the work. The bid covers the construction of a new restroom building at four City sites, Maroney, Pecan, Sportsplex, and Freedom Parks.
- Total project cost include the following items:

-	TCMC Proposed Contract Amount	\$990,000.00
-	<u>Owner Allowance and Soft Costs</u>	<u>\$47,500.00</u>

Total Project Cost: \$1,037,500.00

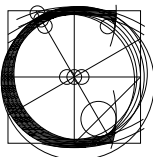
I have also reviewed the proposals sent by two pre-manufactured vendors. They are not pure direct comparisons, with the first one being a wood framed unit with hardie lap siding and no site prep included, and the second using pre-cast concrete panels made to emulate other materials. The first unit appears less expensive at first glance, but with similar site prep of the second unit included and demolition of the existing structure, it's per unit price is around \$283,000.00. The second unit includes site prep but no demolition and works out at \$251,900.00. Both also do not include the electrical service required at each site and included within the TCMC bid. The TCMC bid represents a per site cost of \$247,500.00.

It is our recommendation to award the project to TCMC Contractors as outlined above. If you have any questions regarding this memo, please feel free to contact me.

Sincerely,



Army Curtis, AIA
Curtis Architecture



CURTIS ARCHITECTURE
acurtis@curtisarchitecture.net

412 North St.
Nacogdoches, TX 75961

936-559-9233
936-569-9465 F

TABULATION OF BIDS

Project Name: City of Nacogdoches
Park Restrooms

Bid Date: 10/6/2022

GENERAL CONTRACTOR (BIDDER)	BID BOND	ADDENDA					SUB LIST	Statement of Qualifications	Base Bid	A L T E R N A T E S				TOTAL BID
CM of SE TX	✓	✓					✓		\$1,349,693.00 179 Days					\$1,349,693.00
Paragon Construction	✓	✓					✓		\$1,354,820.00 120 Days					\$1,354,820.00
TCMC	✓	✓					✓		\$990,000.00 180 Days					\$990,000.00
														\$0.00
														\$0.00
														\$0.00
														\$0.00
														\$0.00
														\$0.00
														\$0.00
														\$0.00
														\$0.00
														\$0.00
														\$0.00

Public Parks

City of Nacogdoches, Texas

Pilgrims SportsPlex

Maroney Park

Pecan Park

Festival Park

Legend

- Parks
- Streets
- Creeks
- Railroad
- City Limit

Park Restrooms

Nacogdoches
the oldest town in Texas

Bids Received - 10/6/2022

TABULATION OF BIDS

Project Name: City of Nacogdoches
Park Restrooms

Bid Date: 10/6/2022

GENERAL CONTRACTOR (BIDDER)	BID BOND	ADDENDA					SUB LIST	Statement of Qualifications	Base Bid	ALTERNATES				TOTAL BID
CM of SE TX	✓	✓					✓		\$1,349,693.00 179 Days					\$1,349,693.00
Paragon Construction	✓	✓					✓		\$1,354,820.00 120 Days					\$1,354,820.00
TCMC	✓	✓					✓		\$990,000.00 180 Days					\$990,000.00
														\$0.00
														\$0.00
														\$0.00





Restroom Pricing

Prefabricated restrooms:

- Pecan Park
- Maroney Park
- Festival Park
- Pilgrim's Sportsplex

Price: \$251,900 per restroom

Total: \$1,007,600

TCMC Bid for restrooms:

- Pecan Park
- Maroney Park
- Festival Park
- Pilgrim's Sportsplex

Price: \$247,500 per restroom

Total: \$990,000

Demolition of restrooms:

- Pecan Park
- Maroney Park
- Festival Park
- Pilgrim's Sportsplex

Price: \$5,000 per restroom

Total: \$20,000



City Council Meeting

Date: November 15, 2022

Agenda Item: 6.E.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider the adoption of a budget amendment in the amount of \$284,625.00 for the construction of four park restrooms by TCMC. (Community Services Director)

SUMMARY/BACKGROUND: The Parks Division originally budgeted \$150,000 for the restroom at Pecan Park in FY 2018, \$150,000 for the restroom at Maroney Park in 2019 and \$210,000 for the restroom at Festival Park in 2020. Staff's original cost estimates were low and over time the cost of materials and labor have risen to a point that the projects' cost have exceeded the budgeted amounts. The restroom at Pilgrim's Sportsplex did not have an individual budget, but rather a lump sum to complete multiple projects. Therefore, there is not a need to make a budget amendment to cover the cost of the unit at Pilgrim's Sportsplex.

The restrooms at Pecan Park and Festival Park are currently closed to the public and are not able to be rehabilitated. Currently, Pilgrim's Sportsplex and Maroney Park do not have restroom facilities. The need for more and better restrooms in our park facilities was a common topic during the development of the Parks, Recreation and Trails Master Planning process in 2017.

If approved, this budget amendment will allow for construction of new restrooms at Pecan, Maroney, Festival Park and Pilgrim's Sportsplex Parks.

FINANCIAL:

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

Account No.: 01.86.680.40

Account Name: *Committed Reserves - Parks Facilities Capital*

Amount: \$284,625.00

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

Infrastructure

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

ATTACHMENTS: 1. Budget Amendment Ordinance

AN ORDINANCE AMENDING ORDINANCE NO. 1929-09-22 APPROPRIATING VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023.

WHEREAS, the City Council of the City of Nacogdoches, Texas has approved and adopted the budget for said city for the ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023.

WHEREAS, funds were originally budgeted to construct restrooms at Pecan Park in fiscal year 2018, Maroney Park in 2019 and Festival Park in 2020; and

WHEREAS, construction cost have increased since these funds were set aside; and

WHEREAS, budgeted funds are insufficient to cover the construction costs received by the sealed bid process; and

WHEREAS, with the adoption of this ordinance, the Community Services Department is authorized to expend funds as needed.

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

Fund	Dept	Acct.	Department	Description	Amt.
01	86	680.40	Committed Reserves-Parks Facilities Capital	To cover overage on Pecan Park Restroom bids	\$114,875
01	86	680.40	Committed Reserves-Parks Facilities Capital	To cover overage on Maroney Park Restroom bids	\$114,875
01	86	680.40	Committed Reserves-Parks Facilities Capital	To cover overage on Festival Park Restroom bids	\$ 54,875

PASSED AND APPROVED this the 15th day of November, 2022.

Jimmy Mize, Mayor
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Steven Kirkland, City Attorney

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

PRESENTER: Dan Taravella, Assistant Police Chief, Steven Kirkland, City Attorney

ITEM/SUBJECT: Consider approval of an ordinance amending Chapter 34, Article V "Noise and Vibrations" of the City of Nacogdoches, Texas Code of Ordinances to update and streamline the regulation of noise, and provide for prosecution of violations of the standards set out in the Code. (City Attorney/Assistant Chief of Police)

SUMMARY/BACKGROUND: In response to several citizen complaints about unreasonable noise from both mobile and stationary sources, staff surveyed other cities and national sources to determine the current best practices in noise regulation. The City's existing noise ordinance was adopted in 1971 and is based on a subjective nuisance-based standard. The National Noise Clearinghouse includes nuisance-based standards along with more objective approaches utilizing sound meters. After review of several other Texas city ordinances and the national database, staff concluded the nuisance standard is still a viable approach for this city, but some objective standards could be added.

The proposed ordinance reorders provisions to make the ordinance easier to read. Vehicle based violations are grouped together and objective standards regarding motorcycles and ATVs were added. The proposed ordinance also adds a presumption that the owner of the business, building or vehicle involved is responsible for the violation, but allows the owner to rebut the presumption by naming the perpetrator.

The existing ordinance included a variety of time-based standards. The proposed ordinance changes all of these to provide for enhanced noise protection during the hours from 9pm in the evening to 6 am in the morning.

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

ATTACHMENTS: 1. Proposed Noise Ordinance.redline.071122
2. Ordinance Amending Chapter Sections 34-151- 34.180

ARTICLE V. NOISE AND VIBRATIONS¹

Sec. 34-151. Prohibited acts.

A person commits an offense if he makes or causes to be made an unreasonably² loud and disturbing noise or vibration in the city that is offensive to the ordinary sensibilities of persons in the city.

(Ord. No. 1573-5-11, § 2, 5-17-2011)

Editor's note(s)—Ord. No. 1573-5-11, § 2, adopted May 17, 2011, amended § 34-151 in its entirety to read as herein set out. Former § 34-151 pertained to similar subject matter and derived from the Code of 1971, § 19-14(a).

Sec. 34-152. Violations.

The following acts, among others, are declared to be unreasonably loud disturbing noises and vibrations and are presumed to be offensive to persons of ordinary sensibilities in the city in violation of this article, but such enumeration shall not be deemed to be exclusive:

(1) Operation of Vehicles.

- a. For purposes of this article, "Vehicle" means automobile, motorboat, motorcycle, streetcar, truck, trailer, all terrain vehicle or any other vehicle equipped with a motor to propel the vehicle and occupants or cargo.
- b. The sounding of any horn or signaling device on any vehicle on any street or public place of the city, except as a danger warning as required by law; the sounding of any such device unnecessarily or for an unreasonable period of time; or use of any horn, whistle or other device operated by engine exhaust.
- c. The use of any vehicle so out of repair, or loaded, or operated to create loud or unnecessary noises (such as, but not limited to, spinning or squealing tires, grating, grinding, rattling, engine braking, engine revving or other noises).
- d. The discharge into the open air of the exhaust of any internal combustion engine, steam engine, stationary engine, or vehicle except through a muffler or other effective noise suppression system in good working order.
- e. Use of a muffler cut out, bypass or similar device on a vehicle.

¹Editor's note(s)—Ord. No. 1573-5-11, § 1, adopted May 17, 2011, changed the title of Art. V from "Noise" to "Noise and vibrations".

Charter reference(s)—Authority of city to regulate noise, art. II, § 22[10].

² State of Texas v. Holcomb, 187 S.W.3d 496 (Tex.Crim.App.—2006)

-
- f. Use of a compression release brake sometimes called engine braking, or jake braking.
- g. Operating an on-highway motorcycle manufactured after December 31, 1985 not equipped with exhaust muffler bearing the Federal EPA required labeling applicable to the motorcycle's model year, stating that the exhaust system meets the 80 dBA standard at 50 feet, as set out in the Code of Federal Regulations Title 40, Volume 24, Part 205, Subpart D and Subpart E.
- h. Operating an all terrain vehicle or off-highway motorcycle manufactured after December 31, 1985 not equipped with exhaust muffler bearing the Federal EPA required labeling applicable to the motorcycle's model year, stating that the exhaust system meets the 82 dBA standard at 50 feet, as set out in the Code of Federal Regulations Title 40, Volume 24, Part 205, Subpart D and Subpart E.
- ~~(1) Horns, signaling devices, etc. The sounding of any horn or signaling device on any automobile, motorcycle, streetcar or other vehicle on any street or public place of the city, except as a danger warning as required by law; the sounding of any such device unnecessarily or for an unreasonable period of time; or use of any horn, whistle or other device operated by engine exhaust.~~
- (2) Operation of Sound equipment. The use, operation or permitting to be played, used or operated of any radio receiving set, musical instrument, stereo, tape, or disc player, digital device, loud speaker or any other machine or device for the producing or reproducing of sound which:
- (a) is plainly audible between the hours of 9:00 p.m. and 6:00 a.m. at a distance of 50 feet from the building, structure, or place in which the device is located it is or
- (b) is plainly audible or causing vibration more than 30 feet from the vehicle in which the device is located,
- (c) is for the purposes of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmission of music to any persons or assemblages of persons;
- (d) unreasonably disturbs the peace, quiet, or comfort of another person.
- "Plainly audible" means any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the title of a song, specific words, or the artist performing the song. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound.
- ~~Radios, phonographs, etc. The use, operation, or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph, tape or disc player, or other machine or device for the producing or reproducing of sound, whether operated from~~

a fixed location or stationary or moving vehicle, at such volume or at such hour or producing such vibrations as disturbs the peace, quiet, comfort, repose, health or safety of persons of ordinary sensibilities. Further, the operation of any such set, instrument, phonograph, machine or such device between the hours of 11:00 p.m. and 7:00 a.m. at such disturbing volume in such a manner as to be plainly audible at a distance of 50 feet from the building, structure, or place in which it is located shall be prima facie evidence of a violation of this section.

~~(3) *Loudspeakers, amplifiers for advertising, use as political advertising.* The use, operation or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets for commercial or political purposes or on city-owned property used as a polling place if used for the purpose of making a political speech or electioneering for or against any candidate, measure or political party. A person operates a vehicle with a loudspeaker if the person drives the vehicle, uses the loudspeaker, or operates sound equipment in connection with the loudspeaker, as described in V.T.C.A., Election Code § 61.004.~~

(43) *Yelling, shouting, etc.* Loud and raucous³ yelling, shouting, hooting, whistling, or singing on the public streets or property or on private property at any time or place which injures, endangers or disturbs the comfort, repose, health, peace, or safety of persons of ordinary sensibilities in the vicinity.

~~(114) *Hawkers, peddlers.* The loud and raucous shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of reasonable persons of ordinary sensibility.~~

~~(5) *Animals, birds, etc.* The keeping of any animal or bird which, by causing frequent or long continued loud and raucous noise, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of persons of ordinary sensibilities in any office, dwelling, hotel or other type of residence, or of such persons in the vicinity.~~

~~((1) *Horns, signaling devices, etc.* The sounding of any horn or signaling device on any automobile, motorcycle, streetcar or other vehicle on any street or public place of the city, except as a danger warning as required by law; the sounding of any such device unnecessarily or for an unreasonable period of time; or use of any horn, whistle or other device operated by engine exhaust.~~

~~(6) *Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motorboat, or motor vehicle except through a muffler or other device which will effectively prevent loud and raucous or explosive~~

³ Kovacs v. Cooper, 336 U.S. 77, 69 S. Ct. 448, 451, 93 L. Ed. 513 (1949).

~~noises which disturb reasonable persons of ordinary sensibilities. (14) *Automobiles, trucks, and motorcycles.* The use of any automobile, truck, trailer, motorcycle, or other vehicle so out of repair, or loaded, or operated in such manner as to create loud or unnecessary noises (such as spinning or squealing tires, grating, grinding, rattling, engine braking or other noises) shall be deemed a violation of this article. Emergency response vehicles are exempt from this article.~~

~~(7) *Vehicle sound equipment.* The use, operation or permitting to be played, used or operated of any radio receiving set, musical instrument, stereo, tape, or disc player, digital device, loud speaker, or any other machine or device for the producing or reproducing of sound which is either (1) audible or causing vibration more than 30 feet from the vehicle or (2) unreasonably disturbs the peace, quiet, or comfort of another person.~~

~~(8) *Loading, unloading, opening boxes.* The creation of a loud and raucous or excessive noise in connection with loading and unloading any vehicle or the opening and destruction of bales, boxes, crates, and containers.~~

~~(7) *Pile drivers, hammers, etc.* The operation between the hours of 9:00 p.m. and 6:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, or other appliance, the use of which is attended by loud or unusual noise.~~

~~(8) *Leaf or Grass Blowers, Lawnmowers and other lawn or landscape maintenance equipment.* The operation between the hours of 9:00 p.m. and 6:00 a.m. of any noise-creating blower, power fan, any internal combustion engine, electric powered trimmer or chain saw the operation of which causes noise due to the explosion of operating gases or fluids, or the spinning of a motor or string or chain, unless the noise from such equipment is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.~~

~~(9) *Schools, courts, churches, hospitals.* The creation of any loud and raucous noise on any street or public way adjacent to any school, institution of learning, church or court while such is in use, or adjacent to any hospital, which materially interferes with the workings of such institution or which disturbs, injures or endangers patients in the hospital, provided conspicuous signs are displayed on any such street indicating that the street is a school, hospital or court street.~~

~~(910) *Construction or repairing of buildings.* The erection including excavation, demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector determines that the~~

public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building or the excavation of streets and highways **within the hours of 69:00 p.m. and 76:00 a.m.** and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done **within the hours of 69:00 p.m. and 76:00 a.m.**, upon application being made at the time the permit for the work is awarded or during the progress of the work.

~~(10) *Schools, courts, churches, hospitals.* The creation of **any loud and raucous noise** on any street or public way adjacent to any school, institution of learning, church or court while such is in use, or adjacent to any hospital, which materially interferes with the workings of such institution or which disturbs, injures or endangers patients in the hospital, provided conspicuous signs are displayed on any such street indicating that the street is a school, hospital or court street.~~

~~(11) *Hawkers, peddlers.* The **loud and raucous shouting** and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of reasonable persons of ordinary sensibility.~~

~~(12) *Pile drivers, hammers, etc.* The operation between the hours of 10:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, or other appliance, the use of which is attended by **loud or unusual noise**.~~

~~(13) *Blowers.* The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.~~

~~(14) *Automobiles, trucks, and motorcycles.* The use of any automobile, truck, trailer, motorcycle, or other vehicle so out of repair, or loaded, or operated in such manner as to create loud or unnecessary noises (such as spinning or squealing tires, grating, grinding, rattling, engine braking or other noises) shall be deemed a violation of this article. Emergency response vehicles are exempt from this article.~~

(Code 1971, § 19-14(b); Ord. No. 1456-4-07, 4-17-2007; Ord. No. 1573-5-11, §§ 3—7, 5-17-2011; Ord. No. 1662-3-14, § 3, 3-4-2014)

Sec. 34-153. Penalty.

Any person violating any of the sections of this article shall, upon conviction, be fined as provided in section 1-14.

(Code 1971, § 19-14(c))

Sec. 34-154. Declaration of nuisance.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle or machinery in violation of any section of this article and which disturbs reasonable persons of ordinary sensibilities or which endangers or injures the comfort, repose, health, safety or peace of such persons shall be deemed and is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

(Code 1971, § 19-14(d))

Sec. 34-155. Speech or other communication violations.

- (a) If conduct that would otherwise violate this article consists of speech or other communication or of gathering with others to hear or observe such speech or communication or of gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political, or religious questions, the actor must be ordered to move, disperse, or otherwise remedy the violation prior to his arrest if he has not yet intentionally harmed the interest of others ~~which those seek to protect~~.
- (b) The order required by this section may be given by a peace officer, a firefighter, a person with authority to control the use of the premises, or any person directly affected by the violation.
- (c) It is a defense to prosecution under this section that:
 - (1) In circumstances in which this section requires an order, no order was given;
 - (2) An order, if given, was manifestly unreasonable in scope; or
 - (3) An order, if given, was promptly obeyed.

(Code 1971, § 19-14(e))

[, \[Penal Code 42.04\]](#)

Sec. 34-156. Presumption.

- (a) A person uses or operates the equipment, animal, operation or device if the person actually manipulates or operates the device, owns or manages the business or building in which equipment, animal, operation or device is located, or drives the vehicle in which the device is located⁴.
- (b) Whenever a vehicle is involved in a violation of any portion of section 34-151 or 34-152 of this chapter, and the identity of the operator of the vehicle is not ascertained, it may be presumed that the registered owner of the vehicle is the person who committed the violation, either personally or through an agent or employee. Proof of ownership may

⁴ See Tx.Election Code 61.004

be made by a computer-generated record of registration of the vehicle with the Texas Department of Transportation showing the name of the person to whom state licenses were issued. This proof is prima facie evidence of the ownership of the vehicle by the person to whom the certificate of registration was issued.

(c) ~~This-These~~ presumptions may be rebutted by the affidavit of the owner of the building, business or the registered owner of the vehicle, if a vehicle is involved, as to the identity of the operator of the device or vehicle at the time of the violation or by other clear and convincing evidence unless the operator is an employee or child of the owner.

(Ord. No. 1573-5-11, § 8, 5-17-2011)

Sec. 34-157. ~~Exemptions~~Affirmative Defenses.

~~This article shall not apply to~~ it is an affirmative defense to prosecution under this Article that the prohibited conduct was done by:

- (1) An employee of a governmental agency engaged in the employee's official duty;
- (2) A person at a stadium, sports field, or ballpark during an event;
- (3) A person at a parade, festival, street event or outdoor music event or other celebration of a political subdivision, school, or bona fide religious organization permitted under this Code of Ordinances;
- (4) A person ringing a bell or other on-site call to religious activity;
- (5) Protests or demonstrations permitted under this Code of Ordinances;
- (6) A person operating an emergency vehicle or emergency warning siren;
- (7) A person operating an audible warning device on a vehicle or train as required by law.

(Ord. No. 1573-5-11, § 8, 5-17-2011; Ord. No. 1629-5-13, § 2, 5-21-2013)

Secs. 34-158—34-180. Reserved.

ORDINANCE NO. 1934-10-22

AN ORDINANCE AMENDING CHAPTER 34, ARTICLE V "NOISE AND VIBRATIONS" OF THE CITY OF NACOGDOCHES, TEXAS CODE OF ORDINANCES TO UPDATE AND STREAMLINE THE REGULATION OF NOISE, AND PROVIDE FOR PROSECUTION OF VIOLATIONS OF THE STANDARDS SET OUT IN THE CODE

WHEREAS, the current City of Nacogdoches Code of Ordinances declares unreasonable, loud and disturbing noise to be a nuisance and provides for prosecution of persons creating or allowing the maintenance of such nuisance as violation of the Code of Ordinances; and

WHEREAS, the current Code was adopted in 1971 and amended numerous times since then, and

WHEREAS, the Code has not kept pace with changes in State statutes and regulation of noise, and

WHEREAS, junked vehicles continue to be a public nuisance requiring regulation and abatement by the City,

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Nacogdoches, Texas

SECTION I

All of the above recitals are found to be true and correct legislative and factual findings.

SECTION II

Sections 34-151 to 34-180 of the Code of Ordinances of the City of Nacogdoches, Texas are repealed and replaced in their entirety with the following:

ARTICLE V. NOISE AND VIBRATIONS

Sec. 34-151. Prohibited acts.

A person commits an offense if he makes or causes to be made an unreasonably¹ loud and disturbing noise or vibration in the city that is offensive to the ordinary sensibilities of persons in the city.

Sec. 34-152. Violations.

The following acts, among others, are declared to be unreasonably loud disturbing noises and vibrations and are presumed to be offensive to persons of ordinary sensibilities in the city in violation of this article, but such enumeration shall not be deemed to be exclusive:

¹ State of Texas v. Holcomb, 187 S.W.3d 496 (Tex.Crim.App.—2006)

(1) *Operation of Vehicles.*

- a. For purposes of this article, “*Vehicle*” means automobile, motorboat, motorcycle, streetcar, truck, trailer, all terrain vehicle or any other vehicle equipped with a motor to propel the vehicle and occupants or cargo.
- b. The sounding of any horn or signaling device on any vehicle on any street or public place of the city, except as a danger warning as required by law; the sounding of any such device unnecessarily or for an unreasonable period of time; or use of any horn, whistle or other device operated by engine exhaust.
- c. The use of any vehicle so out of repair, or loaded, or operated to create loud or unnecessary noises (such as, but not limited to, spinning or squealing tires, grating, grinding, rattling, engine braking, engine revving or other noises).
- d. The discharge into the open air of the exhaust of any internal combustion engine, steam engine, stationary engine, or vehicle except through a muffler or other effective noise suppression system in good working order.
- e. Use of a muffler cut out, bypass or similar device on a vehicle.
- f. Use of a compression release brake sometimes called engine braking, or jake braking.
- g. Operating an on-highway motorcycle manufactured after December 31, 1985 not equipped with exhaust muffler bearing the Federal EPA required labeling applicable to the motorcycle’s model year, stating that the exhaust system meets the 80 dBA standard at 50 feet, as set out in the Code of Federal Regulations Title 40, Volume 24, Part 205, Subpart D and Subpart E.
- h. Operating an all terrain vehicle or off-highway motorcycle manufactured after December 31, 1985 not equipped with exhaust muffler bearing the Federal EPA required labeling applicable to the motorcycle’s model year, stating that the exhaust system meets the 82 dBA standard at 50 feet, as set out in the Code of Federal Regulations Title 40, Volume 24, Part 205, Subpart D and Subpart E.

(2) *Operation of Sound equipment.* The use, operation or permitting to be played, used or operated of any radio receiving set, musical instrument, stereo, tape, or disc player, digital device, loud speaker or any other machine or device for the producing or reproducing of sound which:

- (a) is plainly audible between the hours of 9:00 p.m. and 6:00 a.m. at a distance of 50 feet from the building, structure, or place in which the device is located, or
- (b) is plainly audible or causing vibration more than 30 feet from the vehicle in which the device is located,
- (c) is for the purposes of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmission of music to any persons or assemblages of persons;
- (d) unreasonably disturbs the peace, quiet, or comfort of another person.

“*Plainly audible*” means any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the title of a song, specific words, or the artist performing the

song. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound.

- (3) *Yelling, shouting, etc.* Loud and raucous² yelling, shouting, hooting, whistling, or singing on the public streets or property or on private property at any time or place which injures, endangers or disturbs the comfort, repose, health, peace, or safety of persons of ordinary sensibilities in the vicinity.
- (4) *Hawkers, peddlers.* The loud and raucous shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of reasonable persons of ordinary sensibility.
- (5) *Animals, birds, etc.* The keeping of any animal or bird which, by causing frequent or long continued loud and raucous noise, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of persons of ordinary sensibilities in any office, dwelling, hotel or other type of residence, or of such persons in the vicinity.
- (6) *Loading, unloading, opening boxes.* The creation of a loud and raucous or excessive noise in connection with loading and unloading any vehicle or the opening and destruction of bales, boxes, crates, and containers.
- (7) *Pile drivers, hammers, etc.* The operation between the hours of 9:00 p.m. and 6:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, or other appliance, the use of which is attended by loud or unusual noise.
- (8) *Leaf or Grass Blowers, Lawnmowers and other lawn or landscape maintenance equipment.* The operation between the hours of 9:00 p.m. and 6:00 a.m. of any noise-creating blower, power fan, any internal combustion engine, electric powered trimmer or chain saw the operation of which causes noise due to the explosion of operating gases or fluids, or the spinning of a motor or string or chain, unless the noise from such equipment is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.
- (9) *Schools, courts, churches, hospitals.* The creation of any loud and raucous noise on any street or public way adjacent to any school, institution of learning, church or court while such is in use, or adjacent to any hospital, which materially interferes with the workings of such institution or which disturbs, injures or endangers patients in the hospital, provided conspicuous signs are displayed on any such street indicating that the street is a school, hospital or court street.
- (10) *Construction or repairing of buildings.* The erection including excavation, demolition, alteration or repair of any building other than between the hours of 6:00 a.m. and 9:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector determines that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building or the excavation of streets and highways within the hours of 9:00 p.m. and 6:00 a.m. and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for

² Kovacs v. Cooper, 336 U.S. 77, 69 S. Ct. 448, 451, 93 L. Ed. 513 (1949).

such work to be done within the hours of 9:00 p.m. and 6:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

Sec. 34-153. Penalty.

Any person violating any of the sections of this article shall, upon conviction, be fined as provided in section 1-14.

Sec. 34-154. Declaration of nuisance.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle or machinery in violation of any section of this article and which disturbs reasonable persons of ordinary sensibilities or which endangers or injures the comfort, repose, health, safety or peace of such persons shall be deemed and is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

Sec. 34-155. Speech or other communication violations.

- (a) If conduct that would otherwise violate this article consists of speech or other communication or of gathering with others to hear or observe such speech or communication or of gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political, or religious questions, the actor must be ordered to move, disperse, or otherwise remedy the violation prior to his arrest if he has not yet intentionally harmed the interest of others which those seek to protect.
- (b) The order required by this section may be given by a peace officer, a firefighter, a person with authority to control the use of the premises, or any person directly affected by the violation.
- (c) It is a defense to prosecution under this section that:
 - (1) In circumstances in which this section requires an order, no order was given;
 - (2) An order, if given, was manifestly unreasonable in scope; or
 - (3) An order, if given, was promptly obeyed.

Sec. 34-156. Presumption.

- (a) A person uses or operates the equipment, animal, operation or device if the person actually manipulates or operates the device, owns or manages the business or building in which equipment, animal, operation or device is located, or drives the vehicle in which the device is located³.
- (b) Whenever a vehicle is involved in a violation of any portion of section 34-151 or 34-152 of this chapter, and the identity of the operator of the vehicle is not ascertained, it may be presumed that the registered owner of the vehicle is the person who committed the violation, either personally or through an agent or employee. Proof of ownership may be made by a computer-generated record of registration of the vehicle with the Texas Department of Public Safety showing the name of the person to whom state licenses were issued. This proof is prima facie evidence of the ownership of the vehicle by the person to whom the certificate of registration was issued.

- (c) These presumptions may be rebutted by the affidavit of the owner of the building, business or the registered owner of the vehicle, if a vehicle is involved, as to the identity of the operator of the device or vehicle at the time of the violation or by other clear and convincing evidence.

Sec. 34-157. Affirmative Defenses.

It is an affirmative defense to prosecution under this Article that the prohibited conduct was done by:

- (1) An employee of a governmental agency engaged in the employee's official duty;
- (2) A person at a stadium, sports field, or ballpark during an event;
- (3) A person at a parade, festival, street event or outdoor music event or other celebration of a political subdivision, school, or bona fide religious organization permitted under this Code of Ordinances;
- (4) A person ringing a bell or other on-site call to religious activity;
- (5) Protests or demonstrations permitted under this Code of Ordinances;
- (6) A person operating an emergency vehicle or emergency warning siren;
- (7) A person operating an audible warning device on a vehicle or train as required by law.

Secs. 34-158—34-180. Reserved.

SECTION III

All ordinances, resolutions, or parts thereof, that are inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matter regulated.

SECTION IV

If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be held to be invalid or unconstitutional, such holding shall in no way affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION V

All provisions of Chapter 34 of the Code of Ordinances of the City of Nacogdoches not specifically amended or repealed herein remain in full force and effect. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Nacogdoches, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION VI

This Ordinance shall take effect immediately upon its passage.

SECTION VII

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

PASSED AND APPROVED, this the ____ day of _____, 2021, 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:

Jan Vinson, City Secretary

APPROVED AS TO FORM:

Steven Kirkland, City Attorney

REQUESTED BY:

Dan Taravella, Asst. Police Chief