



February 7, 2023

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 February 7, 2023. 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 January 10, 2023 and January 17, 2022 regular meetings, January 11, 2023 and January 13, 2023 City Board interviews, and January 25, 2023 special meeting. (City Secretary)
 - B. Presentation of Investment Report for quarter ended December 31, 2022. (Director of Finance)
 - C. Consider ordinance amending Ordinance No. 1929-09-22 appropriating various amounts in accordance with budget adopted for ensuing fiscal year beginning

October 1, 2022 and ending September 30, 2023. (SWTP Sludge Removal)
(Assistant Director of Public Works)

- D. Consider approval of a change order to the construction contract of the ongoing 2022 SWTP Sludge Removal and Lagoon Repair Project the amount of \$54,476.25 (Assistant Director of Public Works)
 - E. Authorize staff to submit an application for the 2023 Community Development Block Grant program for a water line replacement project on Martin Luther King Jr. Boulevard. (Public Works Director)
 - F. Consider approval of the amended City of Nacogdoches Boards and Commissions Handbook. (City Secretary)
 - G. Consider resolution calling the Regular Election of City Council Members for Northeast Ward, Northwest Ward and At-Large (Mayor) in and for the City of Nacogdoches, Texas. (City Secretary)
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. **Public Hearing:** Consider adoption of an ordinance providing for the annexation of approximately 2.7 acres being part of a 64.17 acre tract conveyed by HGT Group, LP, to JBSC Development, LLC, as described in Warranty Deed dated March 22, 2022 recorded in the Real Property Records of Nacogdoches County, Texas. (City Planner)
 - B. Receive presentation, hold discussion and give staff direction regarding proposed Zion Hill Historic Site rental fees. (Historic Sites Manager)
 - C. Discuss and consider adopting a resolution in either support, no-opposition, or denial for developers applying for Texas Department of Housing and Community Affairs 2023 Competitive 9% Low-Income Housing Tax Credit Program (LIHTC). Project Name: Ridgebrook Senior Village, Project Location: SEC N University Dr. and NE Stallings Dr., TDHCA Application Number: 23066. (Economic Development Director)
 - D. Discuss and give staff direction regarding economic incentives to encourage downtown restoration projects. (Economic Development Director)
 - E. Consider approval of a resolution creating a Chapter 380 Economic Development Program and authorizing agreement by and between the City of Nacogdoches and Kim Crisp regarding renovation of a building at 124 East Main Street. (Economic Development Director)
 - F. Consider an ordinance amending Ordinance No. 1929-09-22 appropriating various amounts in accordance with budget adopted for ensuing fiscal year beginning

October 1, 2022 and ending September 30, 2023 in the amount of \$36,336 for the reimbursement of installation of a fire sprinkler system at 124 East Main Street. (Economic Development Director)

G. Consider approval of a Developer Agreement between the City of Nacogdoches and Plaza Street Fund 271, LLC for a water line extension along North Street. (Public Works Director)

H. Consider appointing members to the Pine Grove Cemetery Board and the Main Street Advisory Committee. (Mayor)

7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.

A. Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:

1. Discuss or deliberate regarding commercial or financial information the governmental body has received from business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and
2. Deliberate the offer of financial or other incentives to business prospects described by Subdivision 1 above.

B. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this executive session is to discuss City Manager search, interim City Manager and transition.

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

9. ADJOURN.



Jan Vinson, City Secretary



This agenda is posted as required under G. C. Section 551.041. For more information or a copy of the Open Meetings Act, please contact Attorney General of Texas at 1-800-252-8011; City Secretary at 936/559-2506 or visit City of Nacogdoches web site at www.nactx.us.

CERTIFICATION

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on February 2, 2023 at 9:30 a.m. and remained posted until meeting convened.

Jan Vinson, City Secretary



City Council Meeting

Date: February 7, 2023

Agenda Item: 5.A.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes for January 10, 2023 and January 17, 2022 regular meetings, January 11, 2023 and January 13, 2023 City Board interviews, and January 25, 2023 special meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Jan Vinson, City Secretary
vinsonj@nactx.us
936-559-2504

ATTACHMENTS:

1. 01.10.23 Regular Meeting Minutes
2. 01.17.23 Regular Meeting Minutes
3. 01.11.23 Board Interviews Minutes
4. 01.13.23 Board Interviews Minutes
5. 01.25.23 Special Meeting Minutes



Regular Session
Nacogdoches City Council
January 10, 2023 – 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 and Kathleen Belanger. **Virtual Attendance:** Council Member Chad Huckaby.

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

- A. Receive a report, hold a discussion and give staff direction regarding the current Special Event Permitting Process and Protocol.

Sherry Morgan, Director of Conventions and Tourism, discussed the current special events permitting process and proposed changes. Ms. Morgan stated that the goal is to streamline the process and make it more efficient for both the City and event hosts. She discussed increasing direct contact with event hosts, event insurance, parade and race routes, law enforcement and safety, and fee structure for event permits.

Council Member Belanger asked for more discussion and information before an ordinance is presented to City Council. Council Member Belanger asked to see staff recommendations, current criteria for closing streets, any complaints from downtown merchants, number of times streets have been closed and how events would be prioritized.

Other discussions included Hotel Motel Tax, first come/first serve event scheduling and utilizing City services during the event process.

- Council Member Fischer asked to see costs associated with different size events in order to determine what a fee schedule might be. She would also like other examples of first come/first serve event scheduling, the outer boundaries of rejecting an event and event prioritization. Council Member Fischer also asked that the downtown merchants be invited to any upcoming City Council meetings where the special event permitting process and protocol is discussed.

Mayor Mize asked to see data on what other cities are doing regarding fees and deposits for events.

This item will be discussed again at a future City Council meeting.

5. No items removed from the Consent Agenda.
6. **CONSENT AGENDA:** Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Minutes for December 6, 2022 regular meeting, December 14, 2022 committee interviews, December 15, 2022 committee interviews and December 15, 2022 special meeting.
 - B. Consider approval of an ordinance amending Ordinance No. 1929-09-22 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023 for Immediate Capital Improvement needs.
 - C. Consider approval to purchase laptops for Police Department vehicles.

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

Minutes unofficial until approved by City Council

7. REGULAR AGENDA:

- A. Consider adopting a resolution setting the public hearing dates and directing the City Planner to prepare a service plan for the annexation of approximately 2.7 acres along the eastern boundary of the city limits, being part of a 64.17 acre tract conveyed by HGT Group, LP, to JBSC Development, LLC, as described in Warranty Deed dated March 22, 2022 recorded in the Real Property Records of Nacogdoches County, Texas. This request has been submitted by Jacob Crawford of JBSC Development, LLC.

Alaina Helton, City Planner, stated this is a voluntary annexation initiated by the property owner who plans to develop the property for a future residential subdivision. This development is part of a 380 Agreement which was approved by City Council in 2022. If City Council directs staff to initiate the proceedings for annexation of this property a service plan shall be completed by January 27, 2023 and the Public Hearing and ordinance will be items on the February 7, 2023 City Council agenda.

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

- B. Hold a discussion and give staff direction regarding adoption of the City's Procurement Policy.

Mayor Mize moved item 7.B to the January 17, 2023 City Council meeting due.

- C. Receive a report, hold a discussion and give staff direction regarding possible projects for the upcoming 2023 Community Development Block Grant application.

Steve Bartlett, Director of Public Works, stated these grants normally target low to moderate income areas and can be a variety of projects. Staff is proposing a water line project which will be a replacement and/or upgrade in the southern area of town.

Mr. Bartlett stated the application deadline is in late April 2023.

- D. **Public Hearing**: Regarding the submission of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant Program (TxCDBG) grant.

Steve Bartlett, Director of Public Works stated this Public Hearing is another opportunity for the public to comment of the TxCDBG application.

No one spoke in support or in opposition to this item.

8. Adjourned 6:38 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary



Regular Session
Nacogdoches City Council
January 17, 2023 – 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 5:31 p.m.
2. Pledge of Allegiance.
3. No one spoke during Open Forum.
4. **WORK SESSION:**

- A. Discuss financing options for capital projects.

John Martin, Hilltop Securities Financial Advisory, discussed financing options that Texas cities have for financing capital improvements. He discussed voted and non-voted municipal bonds, which debt to utilize, HB 1869 and bond calendar.

5. No items removed from the Consent Agenda.
6. **CONSENT AGENDA:** Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Hold a discussion and consider adopting a resolution authorizing the submission of a Texas Community Development Block Grant Program application and adopting required CDBG Civil Rights/Fair Housing policies.
 - B. Hold a discussion and consider adopting a resolution to designate authorized signatories for the Texas Community Development Block Grant Program.

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

7. **REGULAR AGENDA:**
 - A. **Public Hearing:** Consider a request for approval of a Zone Change from PD, Planned Development, to R-1, Single Family, for approximately 61 acres of land, being all of a 64.1-acre tract conveyed by HGT Group, LP, to JBSC Development, LLC, as described in Warranty Deed dated March 22, 2022, and recorded in Clerk's Document Number 2022-3135 of the Real Property Records of Nacogdoches County, Texas, SAVE & EXCEPT, 2.7 acres that lies outside of the City Limits of Nacogdoches, generally located at the eastern terminus of Park Street. This request has been submitted by JBSC Development, LLC. Case File ZON2022-09.

Alaina Helton, City Planner, stated that is property is part of a larger area that was zoned Planned Development in 2001. The original plans for the Planned Development have lapsed requiring approval of a new development plan. Ms. Helton also reminded City Council that the property is part of a 380 Agreement approved in 2022.

Staff received one correspondence in opposition to the zone change.

The Planning and Zoning Commission unanimously recommended approval at their meeting on January 9, 2023.

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

Minutes unofficial until approved by City Council

- B. Receive a presentation and hold a discussion regarding the Low Income Housing Tax Credit Program.

Larissa Philpot-Brown, Economic Development Director, reviewed the history of Low Income Housing Tax Credit Program, how the credits work, pre-application and competitive scoring. She also discussed census data, existing tax credit properties in the City, 2023 applications, a timeline and options for resolutions.

- C. Discuss, consider, and adopt Resolution Number 1323-01-23 in support, no opposition, or opposition for the application of Northway Landing VOA AH, LP to the Texas Department of Housing and Community Affairs for the 2023 competitive nine-percent housing tax credits at risk set aside to rehabilitate affordable rental housing in connection with Northway Landing Apartments, located at 5301 Northway Drive.

Larissa Philpot-Brown, Economic Development Director, stated that this request was submitted by Northway Landing Apartments to rehabilitate both the inside and outside of the apartment complex. This is a tax exempt property with 48 units and a proposed \$3.46 million renovation.

Deborah Welchel, Volunteers of America Senior Development Director, discussed the apartment complex and renovation plans. Volunteers of America National own the property and Volunteers of America Texas manage the property. Each unit will receive new paint, flooring, appliances and cabinets, new fixtures and possibly new windows.

Brandi Cartwright spoke in support of this item.

Council Member Roy Boldon moved approval a resolution of support including \$250 fee waiver; motion duly seconded by Council Member Kathleen Belanger and carried by unanimous vote.

- D. Hold a discussion and give staff direction regarding adoption of the City's Procurement Policy.

Drew Flores, Purchase and Contract Specialist, reviewed the basic procurement process which included paying by purchase card, requesting a check for payment, getting quotes and the formal bidding process. Mr. Flores also discussed the procurement of \$50,000 or more, historically underutilized businesses, local preference and local procurement.

Council Member Kathleen Belanger moved approval to adopt the Procurement Policy; motion duly seconded by Council Member Chad Huckaby and carried by unanimous vote.

- E. Consider appointing members to the following City Boards and Commissions: Building Standards Commission, Airport Advisory Board, Industrial Development Authority, Health Code Advisory Committee, Pine Grove Cemetery Board, Main Street Advisory Committee, Zoning Board of Adjustments and Housing Authority Board.

Mayor Mize moved to appoint the following members the appropriate City Board and Commission:

Building Standards Commission – Nathaniel Walker, Michael Bailey and Russell Sanders
Airport Advisory Board – Jon T. Hughes, Jason Reyna and Clayton Wall
Industrial Development Authority – Richard Humphreys
Health Code Advisory Committee – Hunter Scaief, Ann Doyle-Anderson and Beth Blackburn
Pine Grove Cemetery Board – Raymond Berry, Sr. and Bergardt Patton, Jr.
Main Street Advisory Committee – Bethany Orheim and Miles McCall
Zoning Board of Adjustment – Charles Pool, Jr.
Housing Authority Board – James Ervin

Motion duly seconded by Council Member Amelia Fischer and carried by unanimous vote.

Convened into Executive Session at 6:30 p.m.

8. **EXECUTIVE SESSION:**

- A. Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:
 - 1. Discuss or deliberate regarding commercial or financial information the City has received from business projects the City body seeks to have locate in the City of Nacogdoches and with which the City is conducting economic development negotiations; and
 - 2. Deliberate offer of financial or other incentive to business prospects described by Subdivision 1 above.

- B. Personnel Matters - Pursuant to Texas Government Code Section 551-074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this Executive Session is to discuss City Manager search and interim City Manager.

City Council reconvened in regular session at 7:48 p.m. with no action taken.

- 9. Adjourned 7:48 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary



MINUTES
Board Interviews
Nacogdoches City Council
January 11, 2023 at 2:30 p.m.
City Hall
202 E. Pilar Street

PRESENT: Mayor Jimmy Mize, Council Member Kathleen Belanger, Council Member Roy Boldon, Council Member Amelia Fischer and Office Assistant, Rhonda Lewis.

ABSENT: Council Member Chad Huckaby.

Mayor Mize called the meeting to order at 2:30 p.m.

The Board Interview Committee, consisting of City Council Members, interviewed the following applicants interested in serving on City boards/commissions:

Miles McCall
Charles E. Pool
Ricky Jones
Russell Sanders
Brandon Lee Rowell (Virtual Interview)
Ann Doyle-Anderson
James A. Ervin
Burghardt M. Patton, Jr.
Raymond L. Berry, Sr.

The following were scheduled to interview, however, due to having previously served on a board, City Council deemed it unnecessary to interview:

Hunter Scaief

No appointments were made at this meeting.

Meeting adjourned at 4:42 p.m.

Mayor Jimmy Mize
City Council
City of Nacogdoches

ATTEST:

Rhonda Lewis, Deputy City Secretary



MINUTES
Board Interviews
Nacogdoches City Council
January 13, 2023 at 1:30 p.m.
City Hall
202 E. Pilar Street

PRESENT: Mayor Jimmy Mize, Council Member Kathleen Belanger, Council Member Roy Boldon, Council Member Amelia Fischer and Office Assistant, Rhonda Lewis.

ABSENT: Council Member Chad Huckaby.

Mayor Mize called the meeting to order at 1:30 p.m.

The Board Interview Committee, consisting of City Council Members, interviewed the following applicants interested in serving on City boards/commissions:

Bethany Orheim
Clayton Wall
John T. Hughes

The following were scheduled to interview, but City Council deemed it unnecessary to interview based on qualifications and having previously served on a board:

Nathaniel B. Walker, IV
Beth Blackburn

No appointments were made at this meeting.

Meeting adjourned at 2:50 p.m.

Mayor Jimmy Mize
City Council
City of Nacogdoches

ATTEST:

Rhonda Lewis, Deputy City Secretary



Special Session
Nacogdoches City Council
January 25, 2023 – 5:30 p.m.
C.L. Simon Recreation Center
1112 North Street

DRAFT

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

Planning and Zoning Commission present in person: Shannon Conklin, Lily Phou, Matt Perry, Ruth Carroll and Margaret Forbes.

DTJ Designs present in person: Keith Walzak, Jay Narayana and Chad Sharrard. **Virtual Attendees:** Jason Claunch

1. Mayor Jimmy Mize called the City Council meeting to order at 5:31 p.m. Shannon Conklin called the Planning and Zoning Commission meeting to order at 5:31 p.m.
2. Pledge of Allegiance.
3. No one spoke during Open Forum.
4. **WORK SESSION:**
 - A. Joint work session with the City Council and Planning & Zoning Commission, led by DTJ Design, to discuss local housing needs.

Keith Walzak, DTJ Designs Project Manager, stated that a draft comprehensive plan, downtown plan and the I-69 Corridor plan will be delivered by the end of March 2023. Mr. Walzak discussed housing needs in the City including planned development, affordable housing, student housing, independent living facilities and public private ventures. He also reviewed what the citizen housing focus groups identified as opportunities, challenges, priorities and measures of success.

Jason Claunch, DTJ Designs subconsultant, discussed analyzing the existing housing market, identifying housing gaps, housing inventory and housing trends. He also reviewed population trends, inflation, interest rates, rentals, vacant lots, neighborhood revitalization and housing demand. Other discussions included code compliance, streamlining the permitting process, home improvement incentive programs and better connectivity.

Jay Narayana, DTJ Designs subconsultant, discussed land use and development regulations that are affecting housing costs. She also discussed updating and simplifying zoning regulations, challenges regarding existing zoning, flexibility, development costs and balancing needs of the community with development interests.

Karen Allen spoke during public comment stating that housing options are not limited to the City of Nacogdoches. Ms. Allen stated that these studies should consider Nacogdoches County and neighboring counties.

Margaret Forbes, Planning and Zoning Commissioner, discussed the City’s role in neighborhood revitalization.

Shannon Conklin, Planning and Zoning Commissioner, inquired about information that had been gathered regarding the needs of the university students.

Lily Phou, Planning and Zoning Commissioner, discussed gathering housing market data from local realtors instead of using census data. She said she would like to have a detailed analysis of Nacogdoches rather than generic information. She also discussed active non-profits in the City.

Council Member Chad Huckaby discussed student housing and other changes that might occur during the university’s transitions to the University of Texas system. He also discussed increased rental demands and how it might impact the City.

Minutes unofficial until approved by City Council

Keith Walzak, DTJ Designs Project Manager, discussed how important it was that the university and the City discuss long term plans and goals. He also stated that the university has been participating in this process.

Council Member Belanger stated that she was concerned about relying on Esri data because it can be misleading. She also discussed home ownership versus rental property and what the proportions are in other university towns.

Council Member Boldon said that the City does not want to be known as a rental community. He also discussed homeowner associations.

Council Member Huckaby discussed walkability across the City and what might be the best way to address that issue.

Jay Narayana, DTJ Designs subconsultant, stated that prioritizing connectivity in a phased approach is the best way to address sidewalks.

Council Member Fischer inquired about neighborhood revitalization for those who don't have the time or the resources to do it themselves.

Jay Narayana, DTJ Designs subconsultant, discussed rental inspection program which requires the rental property to be inspected every year. She said that rental demand is high because the inventory to buy homes is not available.

Ed Pool, local realtor, discussed increasing material costs, affordable new homes and incentives for developers to build in the City. He also discussed incentives for those who do infill development and demolishing dilapidated houses.

Lily Phou, Planning and Zoning Commissioner, discussed opportunity zones and how the City might attract new businesses.

Keith Walzak, DTJ Designs Project Manager, said that having clear goals and objectives is the most important in order to know which areas need the most work.

Margaret Forbes, Planning and Zoning Commissioner, stated that the City does not have a sidewalk ordinance and one is needed.

Council Member Belanger discussed the number of owner occupied homes that are now rentals for student housing in the northeast ward.

Mable Cannings spoke during public comment regarding home ownership through the Community Reinvestment Act for low to moderate income citizens. She also discussed community cleanup programs and revitalization programs.

Lily Phou, Planning and Zoning Commissioner, addressed City Council stating that it is up to us to determine quality of life. She also stated that sidewalks are very important and should be required as part of the development of new homes and new businesses. She also encouraged City Council to listen to the citizens when they say walkability and housing revitalization is important.

Keith Walzak, DTJ Designs Project Manager, discussed additional public surveys, upcoming meetings and public hearings.

City Council requested another work session to discuss incentives and development.

5. Shannon Conklin adjourned the Planning and Zoning Commission meeting at 7:52 p.m.

Convened into Executive Session at 7:42 p.m.

6. **EXECUTIVE SESSION:**

- A. Personnel Matters - Pursuant to Texas Government Code Section 551-074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this Executive Session is to discuss City Manager search and interim City Manager.
- B. Consultation with City Attorney - Pursuant to Texas Government Code Section 551.071, deliberation regarding attorney's advice concerning pending or contemplated litigation or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

7. City Council reconvened in regular session at 8 p.m. taking the following action:

Council Member Amelia Fischer moved approval to appoint Keith Kiplinger as Interim City Manager, including an additional monthly stipend of by \$3833.00, and authorize the City Attorney to draft the contract for same; motion duly seconded by Council Member Kathleen Belanger and carried by unanimous vote.

Council Member Chad Huckaby moved to delay the City Manager search until after the May 2023 elections; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote

8. Adjourned 8:02 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary



City Council Meeting

Date: February 7, 2023

Agenda Item: 5.B.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Presentation of Investment Report for quarter ended December 31, 2022.
(Director of Finance)

SUMMARY/BACKGROUND: Presentation of Investment Report for quarter ended December 31, 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 2022-23

Investment Report - 1st Quarter

October 1, 2022 - December 31, 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".

Investment Officer

Investment Position as of December 31, 2022

As of December 31, 2022 the City of Nacogdoches has investments in the following accounts:

- ▶ \$8.1 million invested in Southside Bank; earning an average rate of 0.49%,
- ▶ \$48.8 million invested in TexPool accounts; earning a rate of 3.98%,
- ▶ \$1.5 million invested in a Fidelity Money Market Account with Regions Bank; earning a rate of 0.01%,
- ▶ \$6.6 million invested in a Money Market Account with Veritex Bank; earning a rate of 4.42%,
- ▶ \$4.0 million invested in a Money Market Account with Southside Bank; earning a rate of 0.97%,
- ▶ \$16.2 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 FY23 is 2.49%

Quarter End Results by Investment Category

Asset Type	September 30, 2022 Book Value	September 30, 2022 Market Value	December 31, 2022 Book Value	December 31, 2022 Market Value	December 31, 2022 APR
Southside Bank Depository Accounts	\$ 10,640,313.15	\$ 15,520,775.30	\$ 8,102,846.80	\$ 17,682,869.28	0.49%
Southside Money Market Account	\$ 4,024,451.41	\$ 4,024,450.41	\$ 4,033,255.35	\$ 4,033,255.35	0.97%
Veritex Bank Money Market Account	\$ 6,547,843.10	\$ 6,547,843.10	\$ 6,606,984.99	\$ 6,606,984.99	4.42%
Regions Bank/Fidelity Money Market Account	\$ 1,494,532.83	\$ 1,494,532.83	\$ 1,504,595.71	\$ 1,504,595.71	0.01%
Certificates of Deposits	\$ 16,117,808.42	\$ 16,117,808.39	\$ 16,200,886.79	\$ 16,117,808.39	2.04%
Texpool Investments	\$ 41,562,803.81	\$ 37,887,024.50	\$ 48,848,111.93	\$ 37,887,024.50	3.98%
US Treasury Notes	\$ 14,007,870.33	\$ 14,007,870.33	\$ 14,042,625.23	\$ 13,673,290.43	2.06%
Totals	\$ 94,395,623.05	\$ 95,600,304.86	\$ 99,339,306.80	\$ 97,505,828.65	

Current Quarter Average Yield
Total Portfolio 2.49%

Fiscal Year to Date Average Yield
Total Portfolio 2.49%

Interest Earnings

Quarterly Interest Income	\$ 626,205.94
Year to date Interest Income	\$ 626,205.94

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

Summary Investment Statement

10/01/2022 –12/31/2022

Beginning Balance	10/01/2022	\$ 92,979,923
Ending Balance	12/31/2022	\$ 108,521,189
Increase / (Decrease)		\$ 15,541,266
Total Interest		\$ 626,206
Avg Yield for Quarter		2.49%

Certificates of Deposit

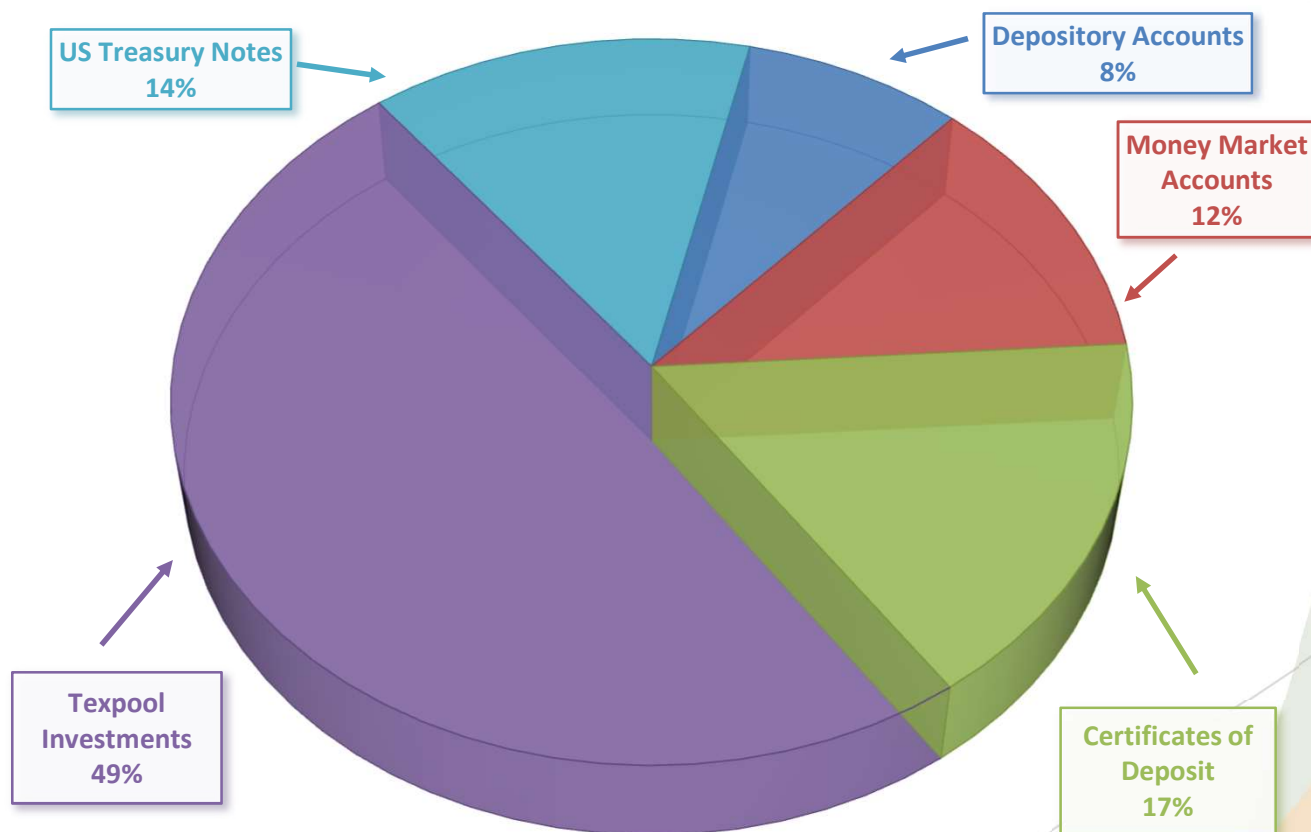
- ▶ Citizens State Bank (GF - \$2M)
18 Month CD
Balance = \$2,029,850
Maturity Date: 9/23/2023
0.75% APY
- ▶ Citizens State Bank (GF - \$2M)
12 Month CD
Balance = \$2,040,967
Maturity Date: 3/31/2023
0.70% APY
- ▶ East West Bank (GF - \$2M, UF - \$2M)
12 Month CD
Balance = \$4,044,517
Maturity Date: 9/22/2023
4.00% APY
- ▶ East West Bank (UF - \$2M)
12 Month CD
Balance = \$2,026,410
Maturity Date: 7/28/2023
3.05% APY

Certificates of Deposit

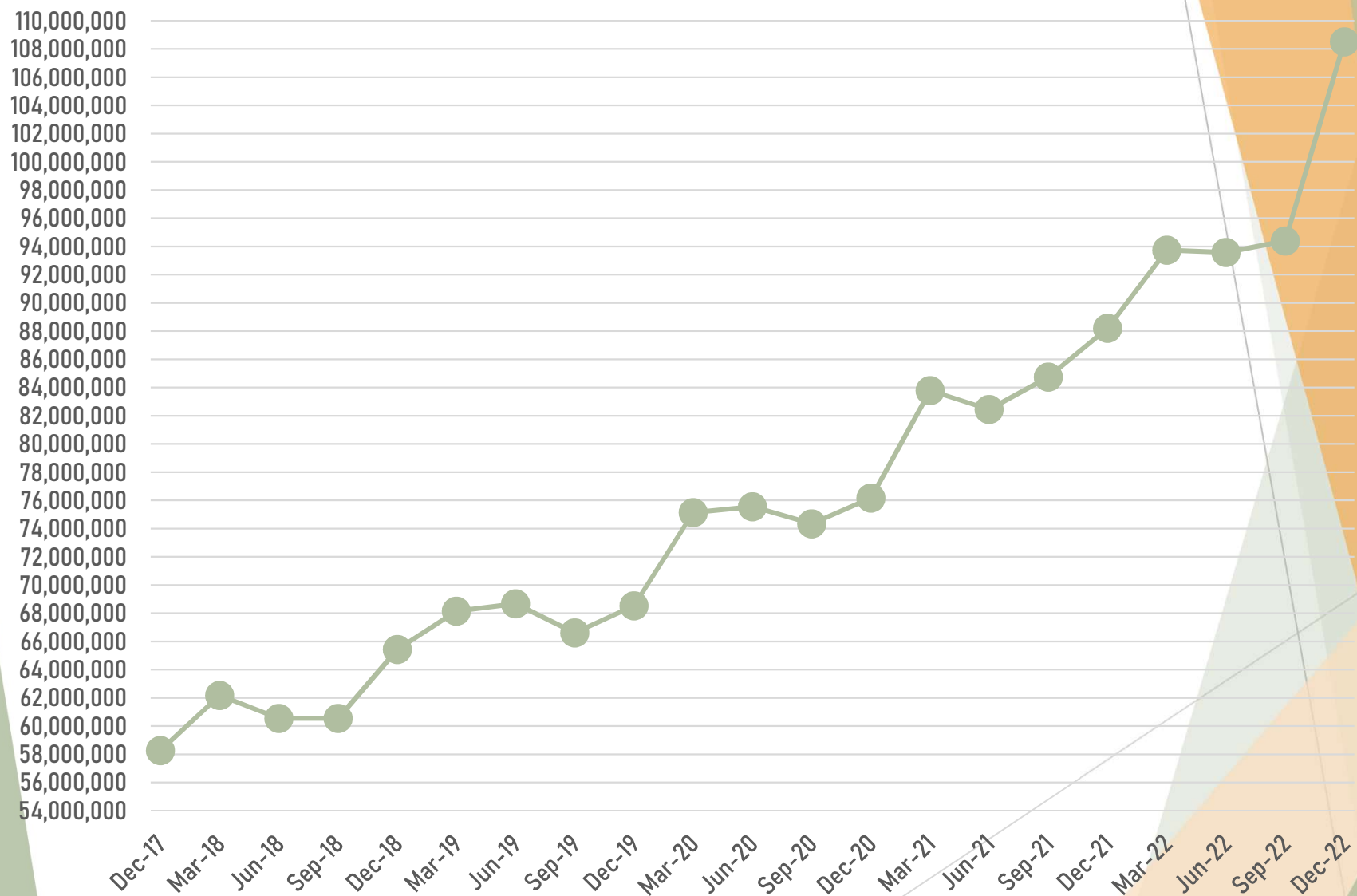
- ▶ Austin Bank (UF - \$2M)
24 Month CD
Balance = \$2,017,325
Maturity Date: 1/27/2023
0.45% APY
- ▶ East West Bank (SF - \$2M)
12 Month CD
Balance = \$2,030,515
Maturity Date: 6/27/2023
2.94% APY
- ▶ Citizens State Bank (SF - \$2M)
24 Month CD
Balance = \$2,011,302
Maturity Date: 10/4/2023
0.45% APY

Ending Book Value December 31, 2022

Investment	Value	% Total
Depository Accounts	\$ 8,102,846.80	8.16%
Money Market Accounts	\$ 12,144,836.05	12.23%
Certificates of Deposit	\$ 16,200,886.79	16.31%
Texpool Investments	\$ 48,848,111.93	49.17%
US Treasury Notes	\$ 14,042,625.23	14.14%
Total	\$ 99,339,306.80	100.00%



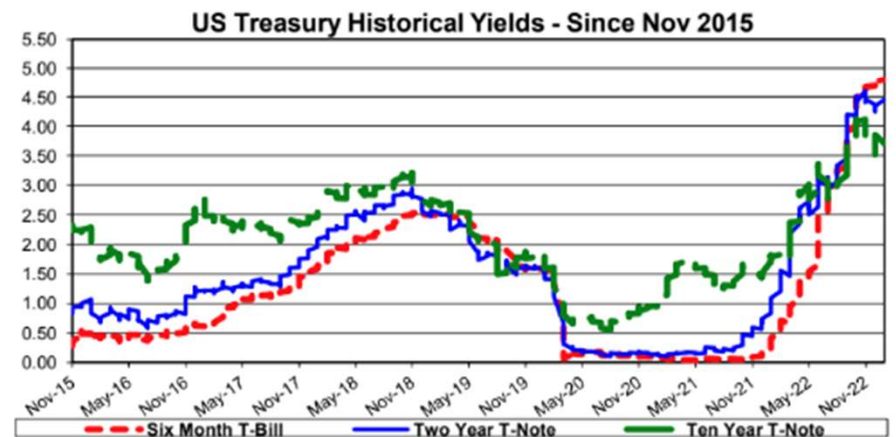
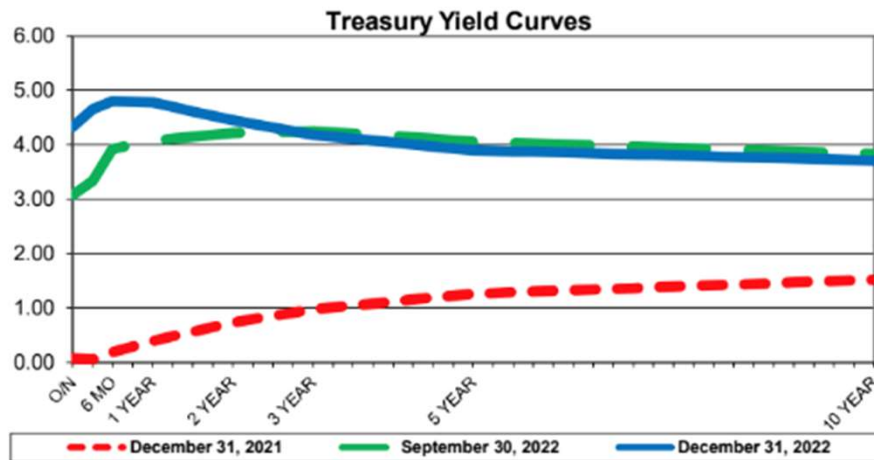
5-Year Portfolio Balance History



Economic Overview – 12/31/2022

Valley View Consulting LLC

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.50% to 4.25% - 4.50% December 14th (Effective Fed Funds are trading +/-4.33%). A 0.25% increase is projected February 1st. Third Quarter GDP jumped to 3.2% in the final number. December Non-Farm Payroll added 223k new jobs with the Three Month Average declining to 247k. Crude oil continues moderating at +/- \$75 per barrel. The Stock Markets drifted between +/-15% to +/-19% below the 2021 peak. The yield curve is fully negatively sloped (3 months to 10 years, with peak yield at 6 months) and continues to indicate lower future interest rates. Inflation remained well over the FOMC 2% target (Core PCE +/-5% and CPI +/-6%). International challenges add to economic uncertainty.



PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider ordinance amending Ordinance No. 1929-09-22 appropriating various amounts in accordance with budget adopted for ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023. (SWTP Sludge Removal) (Assistant Director of Public Works)

SUMMARY/BACKGROUND: City Council previously approved a contract in the amount of \$217,913.75 for the 2022 Storm Water Treatment Plant Sludge Removal and Lagoon Repair Project on July 12, 2022. During the removal process, additional unanticipated quantities were identified as needed. The cost to cover this in the amount of \$54,476.25 exceeds the budgeted amount. Staff is requesting consideration of a budget amendment in the amount of \$54,500 to fund this work. This amount would be from available reserve funds in the Utility Fund.

FINANCIAL:

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

Account No.: 30.36 630.70

Account Name: *Utility Fund*

Amount: \$54,500

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

Infrastructure

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

ATTACHMENTS: 1. 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, the City Council previously approved a contract in the amount of \$217,913.75 for the 2022 SWTP Sludge Removal and Lagoon Repair Project on July 12, 2022.

WHEREAS, the removal of sludge is critical to the treatment process of drinking water from Lake Nacogdoches.

WHEREAS, during the removal process additional unanticipated quantities of sludge were identified requiring additional work by the Contractor

WHEREAS, previously allocated funds for this project in the amount of \$217,913.75 were insufficient to fund the additional work and the additional \$54,476.25 needed exceeds the budgeted amount for the current fiscal year.

WHEREAS, with the adoption of this ordinance, the City is authorized to utilize funds from Utility Fund reserves in the amount of \$54,500.

WHEREAS, with the adoption of this ordinance, the Public Works 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 operations of the city government of the City of Nacogdoches as follows:

Fund	Dept.	Acct.	Department	Description	Amt.
30	36	630.70	Water Production	Sludge Removal	\$54,500

PASSED AND APPROVED this the 7th day of February, 2023.

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: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of a change order to the construction contract of the ongoing 2022 SWTP Sludge Removal and Lagoon Repair Project the amount of \$54,476.25 (Assistant Director of Public Works)

SUMMARY/BACKGROUND: The 2022 SWTP Sludge Removal and Lagoon Repair Project was awarded to Synagro of Texas-CDR, Inc. in 2022 for removal of sludge from the two earthen lagoons at the Surface Water Treatment Plant. During the removal process, additional unanticipated quantities were identified as needed for removal. To fund this, a change order in the amount of \$54,476.25 would be needed.

With this change order, the new contract price would be \$272,390.00. Staff recommends approval of Change Order #1 in the amount of \$54,476.25.

FINANCIAL:

Item is budgeted:

Account No.: 30.36 630.70

Account Name: *Water Production*

Amount: \$272,413.75

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

Infrastructure

CITY CONTACT: Case Opperman, Assistant Director of Public Works

oppermanc@nactx.us

936-559-2515

ATTACHMENTS: 1. Change Order

CHANGE ORDER NO. 1**City of Nacogdoches 2022 SWTP Sludge Removal and Lagoon Repair Project**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
DEDUCTIONS					
4	1	LS	Clearing and Grubbing from lagoon side slopes	\$7,850.00	\$7,850.00
5	1	LS	Regrade interior side slopes and bottoms of each lagoon	\$15,700.00	\$15,700.00
6	1	LS	Site Restoration and Cleanup	\$8,220.00	\$8,220.00
<i>SUBTOTAL DELETIONS</i>					<i>\$31,770.00</i>
ADDITIONS					
2	862	CY	Sludge Removal and Land Application from West Lagoon	\$52.75	\$45,470.50
3	773	CY	Sludge Removal and Land Application from East Lagoon	\$52.75	\$40,775.75
<i>SUBTOTAL ADDITIONS</i>					<i>\$86,246.25</i>
NET CONTRACT CHANGE THIS CHANGE ORDER					\$54,476.25
ORIGINAL CONTRACT AMOUNT					\$217,913.75
NET AMOUNT THIS CHANGE ORDER					\$54,476.25
REVISED CONTRACT AMOUNT					\$272,390.00

Justification:

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

Requested By:

Recommended By:

Approved By:

Synagro of Texas-CDR, Inc.

Case Opperman, Asst. Director of Public Works
City of NacogdochesCity Manager
City of Nacogdoches

Date:

Date:

Date:

PRESENTER: Steve Bartlett, Public Works Director

ITEM/SUBJECT: Authorize staff to submit an application for the 2023 Community Development Block Grant program for a water line replacement project on Martin Luther King Jr. Boulevard. (Public Works Director)

SUMMARY/BACKGROUND: The Texas Department of Agriculture (TDA) oversees the federally funded Community Development Block Grant (CDBG) program which provides up to \$500,000 for projects in low to moderate income areas. Staff, working with KSA Engineers, and Grant Works, identified a badly needed waterline replacement project along Martin Luther King Jr. Blvd. from Shawnee Street to E. Main Street. This project was previously identified as one of our critical water infrastructure needs and is currently being evaluated by the Capital Needs Advisory Committee for funding.

The estimated construction cost for this project is \$544,220 plus \$122,800 in engineering, surveying and grant administration fees. The City is required to have a minimum \$75,000 match but since the project cost exceeds the \$500,000 grant amount, the match needed will be \$167,100.

CDBG project awards are competitive in each region. We anticipate hearing announcements about the status of selected projects in the Fall of 2023. If selected, work would not begin until 2024 or later.

FINANCIAL:

No financial impact associated with this item

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

Infrastructure

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

ATTACHMENTS: 1. CDBG Waterline 2023

2023-2024 TxCDBG-CD Project
MLK Boulevard Waterline Replacement

 MLK Waterline

1000 ft

2023 CDBG GRANT APPLICATION

MLK BLVD WATER LINE

2,600 LF New 8" Water Line \$544,220

Engineering & Surveying \$ 62,900

Construction Inspection \$ 30,000

Grant Administration \$ 29,900

TOTAL PROJECT COST ***\$667,100***

Possible Grant Funds \$500,000

City Match \$167,100

(Minimal Match is \$75,000)

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of the amended City of Nacogdoches Boards and Commissions Handbook. (City Secretary)

SUMMARY/BACKGROUND: The City of Nacogdoches encourages citizens to take part in city governance and one way to do that is by serving on a City board or commission.

The City of Nacogdoches Boards/Commissions Handbook consolidates provisions of the City Charter, Code of Ordinances, and other regulations into one place. The City's handbook was last revised in November 2021.

During recent City Board/Commission interviews, City Council suggested the following changes to the Board/Commission handbook:

- The Main Street Advisory Board membership composition will increase from 11 members to 12 members.
- The Pine Grove Cemetery Board membership composition will increase from 5 members to 6 members.

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: Jan Vinson, City Secretary
vinsonj@nactx.us
936-559-2504

ATTACHMENTS: 1. Boards and Commissions Handbook Revised



City of Nacogdoches **Boards/Commissions Handbook**

City Council

Jimmy Mize – Mayor

Roy Boldon - S/E Ward

Chad Huckaby - S/W Ward

Kathleen Belanger - N/E Ward

Amelia Fischer - N/W Ward

Administrative Staff

Mario Canizares - City Manager

Jan Vinson – City Secretary

City of Nacogdoches

202 East Pilar Street

Nacogdoches, Texas 75961

Phone: 936-559-2506 Fax: 936-559-2912

Email: vinsonj@nactx.us

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INTRODUCTION

Congratulations on your appointment to one of our City's boards, commissions, or City Council committees! Boards and commissions are essential to the successful function of City government, and your contributions will help shape the future of Nacogdoches. The basic duty of each board is to apply City policy as expressed in the City Charter, its Code of Ordinances, and through Council directives to individual circumstances and issues placed before the board. Should a policy or directive require clarification, the board should request such from City Council.

The handbook consolidates provisions of the City Charter, Code of Ordinances, and other regulations into one place to assist you as a board member. It will provide a general introduction to topics and processes that directly affect members of boards. Discussion in the handbook applies to all City Council appointed citizen boards and commissions and all City Council committees unless stated otherwise. Keep in mind, not all the provisions will apply equally to every board. While no one document could adequately cover all aspects of serving on a board, the handbook has been designed as a basic reference point from which a board member can build an extensive knowledge of his/her responsibilities to the citizenry of Nacogdoches. If any provision of the handbook is in conflict with any Code or Ordinance of the City, then such Code or Ordinance shall prevail.

The City Secretary, City Attorney, and staff liaisons are available as resources to all boards. Any requests for assistance should be coordinated through the staff liaison assigned to the board on which you serve.

Thank you for your interest in serving your community. Your efforts will make Nacogdoches a better place to live and work.



Board and Commission Appointment Policy

Purpose:

Twice a year, City Council considers appointments for the City's various Boards and Committees. Upcoming openings are posted at www.nactx.us, with further information available through the City Secretary.

Application/Appointment Process

Individuals interested in seeking appointment may submit application via:

- Email: vinsonj@nactx.us
- Mail: Nacogdoches City Secretary / PO Box 635030 / Nacogdoches, TX 75963-5030,
- Fax: 936-559-2912
- In person to: Nacogdoches City Hall—202 E. Pilar Street, Room 320

Applications will be held for nine (9) months from the date of submission. Individuals must reapply if their application is more than nine months old.

All appointees serve at the will of the City Council (Charter – Sect. 2-201).

Eligibility

Eligible voters residing or working in Nacogdoches (City or County) may serve on the various Boards and Committees.

Attendance Requirement

Board members are expected to maintain excellent attendance at meetings. Failure to do so may result in removal by City Council.

Selection Process

City Council will interview applicants. If an applicant cannot attend the interview contact the City Secretary to make other arrangements. All board/commission members are appointed by City Council.

Texas Public Information Act

Information submitted by applicants is subject to the Texas Public Information Act.

The Public Information Act (PIA) helps provide a legal framework for open government and establishes a legal process for the disclosure and protection of public information. The PIA protects the ability of the citizens to access information maintained by governmental bodies and obtain a more complete understanding of how their government works. The TPIA helps to ensure governmental bodies in Texas remain open and accountable to the people they serve because open government elevates the public to their proper role as partners in leadership with governmental bodies.

Board and Commission Training, Ethics and Conflicts of Interest

All Board members are expected to complete required training, adhere to high ethical standards and avoid all conflicts of interest!

Required Training on the Texas Open Meetings Act

Texas Government Code Section 551.005 imposes a mandatory educational requirement that applies to council members and members of the city's boards, commissions, and committees to attend one hour of training on the Texas Open Meetings Act within ninety (90) days from the date appointed to such board.

The training includes instruction in:

1. The general background of the legal requirements for open meetings;
2. Procedures and requirements regarding quorums, notice and recordkeeping;
3. Procedures and requirements for holding an open meeting and for holding a closed meeting; and
4. Penalties and other consequences for failure to comply.

The training is available online at the Texas Attorney General's webpage

www.texasattorneygeneral.gov/open-government

When the training is completed, print the certificate of completion and provide to the City Secretary.

Ethics

A board or commission member is considered a Public Servant, a Local Public Official, and a City Officer. Board members are responsible for knowing and adhering to the ethical standards set forth by the City of Nacogdoches.

Board members are expected to act with integrity and moral courage. Decisions must be made with the best interest of the entire city in mind.

Decisions must be impartial and free of any bribes, unlawful gifts, narrow political interests, and other personal interests that might impair independence of judgment.

Board members are expected to be service-oriented while caring about the needs and issues of all citizens.

Board members are expected to be fiscally responsible, make prudent decisions, and take into account the long term financial needs and financial stability of the City of Nacogdoches.

Board members are expected to be communicative and approachable, while fostering an open mind. Being receptive of new ideas and diverse opinions will prove valuable to the City of Nacogdoches.

Board members shall not use their office for private advancement or gain or to secure special privileges or exemptions for themselves or others.

Board members shall not grant any special consideration, treatment or advantage to any person or group beyond that which is available to others generally.

Conflicts of Interest

Chapter 171 of the Local Government Code requires a board member with a conflict of interest to file an affidavit with the City and abstain from voting on the matter before the board. The board member should not be involved in presenting the matter in which he or she has a conflict of interest to the board and many instances should not be present.

A board member has a conflict of interest if he or she has “substantial” interest in a business entity or real property in any matter that comes before the board for a vote. A substantial interest exists when action on the matter will have a special economic effect on the business entity distinguishable from the effect on the public, or if it is foreseeable that the action on the matter will have a special economic effect on the value of the real property, distinguishable from its affect on the public.

For example, the Attorney General has opined that a special economic effect on the value of real property distinguishable from the affect on the public exists when a Planning and Zoning board member has an interest in real property located within 200 feet of property being rezoned. However, the Attorney General made it clear that these evaluations are highly fact intensive. Ask yourself the question, will this action before my board affect the value of my real property in a manner that is different from public at large?

A person has a substantial interest in a business entity (non-profit or government entity is not a business entity) if:

1. They own 10 percent or more of the voting shares of the business entity or own either 10 percent or more or \$15,000 or more of its fair market value; or
2. They received funds from the business entity exceeding 10 percent of your gross income for the previous year.

A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

A person has a substantial interest if their close relative (within the first degree of consanguinity and affinity) has a substantial interest.

A violation of Chapter 171 is a Class A misdemeanor.

There are times you will have a perceived conflict of interest even though it is not a conflict that is prohibited by law. In those cases you should make a judgment call as to whether you should abstain from the matter. You have a duty to participate and vote on all matters that come before the board, unless you have a conflict or you lack information to decide the issue. Do not hesitate to consult with the City Attorney’s office or the City Secretary’s office for guidance.

If you think you have a Chapter 171 conflict contact the staff liaison prior to the meeting to make arrangements for the signing of the required affidavit. The affidavit must be signed prior to the item being considered. You should announce that you have a conflict at the meeting and excuse yourself from the room while the item is being considered. You should not participate on the matter, including contacting members of the board or staff concerning the matter.

Airport Advisory Board

COMPOSITION: Seven (7) regular members

TERMS: Two (2) years

CITY DEPARTMENT: A.L. Mangham Jr. Regional Airport

CITY LIAISON: Airport Manager

DUTIES AND RESPONSIBILITIES:

Airport Advisory Board shall be an advisory board to City Council. It shall select from its membership a chair. It may establish its own rules and regulations for meetings and proceedings. Its recommendations may be presented to City Council as needed. Airport Advisory Board shall advise City Council and make recommendations on the following matters:

- Master planning for use, expansion, and development of the airport and its property;
- Construction, expansion, improvements, maintenance, and operation of the airport;
- Consultant selection for various planning and construction projects;
- Selection of all fixed base operators and other lessees of airport property;
- Terms, conditions, duties, responsibilities, consideration, and other lease provisions to be contained in all lease arrangements concerning airport property;
- Methods and matters in recruiting and creating interest at the airport;
- Planning and developing airport services and working toward the general improvement of the airport as an air transportation center; and
- All other matters that may arise regarding the operation, facilities, or services provided at the airport.

MEETINGS: Once per quarter or as needed.

Code of Ordinances - Section 10.56-10.57

Building Standards Commission

COMPOSITION: Seven (7) regular members and two (2) alternate members

To the extent possible, members of the Building Standards Commission should be qualified in one or more fields of fire prevention, building construction, sanitation, plumbing, electricity, mechanical systems, engineering, architecture, or public health. Failure to be qualified in any of said fields shall not prevent or disqualify a person from sitting on the commission.

OFFICERS: The board shall select from its membership a chair, vice chair, and secretary. The chairperson of the commission may designate an alternate to serve in the event of the absence or resignation of a regular member. Neither members nor alternates shall be employees of the city.

TERMS: Two (2) years

CITY DEPARTMENT: Inspection Services

CITY LIAISON: Chief Building Official

DUTIES AND RESPONSIBILITIES:

The purpose, functions, and responsibilities of the commission shall include:

- Serve as the board of appeals for Building, Mechanical, Electrical, Plumbing, Energy Conservation, Fire, and Fuel Gas codes as may be adopted by the City Council;
- Hear appeals of decisions and interpretations of the building official;
- Hear appeals of decisions and interpretations of the fire marshal regarding City fire code;
- Consider or grant variances for special conditions and periodically review construction and fire codes;
- Suspend building trade licenses issued by the City for due cause;
- Hear appeals of decisions and interpretations of the city engineer regarding City's driveway access policy;
- Periodically review the construction and fire codes to make recommendations to City Council pertaining to minimum construction, fire code safety standards and amendments;

- Make recommendations to City Council pertaining to condemning of dilapidated structures.

In addition, the Commission shall be the successor to all authority, responsibility and functions as set out in any and all ordinances of the City of Nacogdoches previously exercised by the Building Code Board of Adjustments and Appeals, Plumbing Appeals and Advisory Board, Heating/Air Conditioning and Mechanical Refrigeration Board, Board of Electrical Examiners, Fire Prevention Board, and Urban Standards Board of Adjustments and Appeals.

MEETINGS: Four (4) members shall constitute a quorum and majority vote of members present is required to take action. To take official action, affirmative votes of the majority of members present shall be required. Meetings are held as needed. All meetings shall be conducted as open meetings following timely postings of notice and agenda in conformity with the Texas Open Meetings Law. Additionally, the Chairman or Housing Official may call meetings.

Code of Ordinances - Section 14.2

City Naming Committee

COMPOSITION: Five (5) members

TERMS: Ad Hoc Committee

CITY DEPARTMENT: City Council

CITY LIAISON: City Manager

DUTIES AND RESPONSIBILITIES:

Review applications for naming/renaming of City facilities, streets, and park land and make a recommendation to City Council for final approval.

MEETINGS: As needed.

City Council created – October 18, 2011 minutes

Convention and Visitors Bureau Board

COMPOSITION: Seven (7) members.

Three (3) representatives from retail merchants, including restaurants; Three (3) representatives from the hotel/motel and/or bed and breakfast industry; One (1) representative from university interests. Four (4) members of the CVB shall constitute a quorum for the conduct of business.

TERMS: Three (3) years

CITY DEPARTMENT: Convention and Tourism

CITY LIAISON: Convention and Tourism Director

DUTIES AND RESPONSIBILITIES:

The Convention and Visitors Bureau (CVB) shall promote, market and sell convention and tourism-related business in the Nacogdoches area; to further the promotion of tourism and publicity for the area; and promote Nacogdoches as a tourist destination through the state, region, nationally and internationally. The CVB Board of Directors is the governing body of the CVB, setting policies, goals and objectives.

MEETINGS: The CVB Board meets monthly on the 3rd Wednesday at 8:30 a.m. at the Convention and Visitors Bureau.

Code of Ordinances - Section 94.231-94.246

Health Code Advisory Committee

COMPOSITION: Nine (9) members

TERMS: Three (3) years

CITY DEPARTMENT: Planning and Neighborhood Services

CITY LIAISON: Planning and Neighborhood Services Director

DUTIES AND RESPONSIBILITIES:

The Health Code Advisory Committee's primary function is to advise City Council of any issues involving health and safety of the citizens of Nacogdoches. The committee will review City health department and animal control department ordinances and is composed of City Health Officer, one licensed veterinarian, at least one representative from an animal welfare organization, at least one member from food service industry, and at least one member from child-care service industry. The committee, at a minimum, shall provide guidance to promote:

- Environmental health programs for enforcement of health and safety laws relating to food, water, waste control, general sanitation, and vector control;
- Personal health promotion;
- Animal health promotion; and
- Environmental health education and information services.

MEETINGS: As needed.

Code of Ordinances - Section 46.61-46.68

Historic Landmark Preservation Committee

COMPOSITION: Seven (7) members to be appointed by the City Council

TERMS: 3 year terms, staggered

CHAIR & VICE-CHAIR: Shall be selected annually by a majority of committee members

CITY DEPARTMENT: Community Services

CITY LIAISON: Director of Community Services

DUTIES AND RESPONSIBILITIES:

All members of the Historic Landmark Preservation Committee (HLPC), regardless of background, shall have a known and demonstrated interest, competence, or knowledge in historic preservation within the City. Consideration will be given to the following recommended professions: architecture, planning, or other design profession; historian; licensed real estate broker; property owner of a landmark or in a historic district; attorney; or archaeologist or related discipline. The powers of HLPC shall include:

- Recommendation for employment of staff and professional consultants as necessary to carry out the duties of the committee;
- Prepare rules and procedures as necessary to carry out the business of the committee, which shall be ratified by City Council;
- Adopt criteria, for the designation of historic, architectural, and cultural landmarks and the delineation of historic districts, which shall be ratified by City Council;
- Conduct surveys and maintain an inventory of significant historic, architectural, and cultural landmarks and all properties located in historic historical districts within the city;
- Recommend the designation of resources as landmarks and historical districts;
- Confer recognition upon the owners of landmarks or within districts by means of certificates, plaques, or markers;
- Increase public awareness of the value of historic, cultural, and architectural preservation by developing public education programs;
- Prepare rules and procedures, create subcommittees and maintain minutes recording all actions of HLPC;
- Make recommendations to city government concerning the use of state, federal, or private funds to

- promote preservation of landmarks and historic districts within the City;
- Approve or disapprove applications for certificates of appropriateness;
- Prepare and submit annual report to City Council and prepare design guidelines; and
- Proposes preservation incentive programs for landmarks or districts;
- Recommends acquisition of a landmark structure by the city government where its preservation is essential.

MEETINGS: NHLPC shall meet on the first Monday of each month at 4 p.m. Special meetings may be called at any time by the chair or at the written request of two committee members.

Code of Ordinances - Section 50.61-50.68

Housing Authority Board

COMPOSITION: Five (5) members

SPECIAL REQUIREMENTS: Members cannot have tenants in Section 8 HUD Housing Program.

TERM: Two (2) years

CITY DEPARTMENT: City Secretary

CITY LIAISON: City Secretary

DUTIES AND RESPONSIBILITIES:

On April 22, 1975 the Housing Authority of the City of Nacogdoches was created by resolution of Nacogdoches City Council. City Council appoints members of the Housing Authority Board who serve voluntarily as the policy-making body for Nacogdoches Housing Authority. Once appointed, this Board serves and functions autonomously from City Council. Nacogdoches Housing Authority provides safe, decent and sanitary housing for low income families throughout Nacogdoches County, and works toward providing home ownership opportunities and self-sufficiency for these families. They also work to promote drug abuse elimination and prevention and healthy lifestyles for participants.

MEETINGS: As needed.

Resolution April 22, 1975

Industrial Development Authority

COMPOSITION: Five (5) members

TERM: Three (3) years

CITY DEPARTMENT: City Manager

CITY LIAISON: Economic Development Department

DUTIES AND RESPONSIBILITIES:

The Industrial Development Authority was created by resolution in November of 1979 as a non-profit corporation to act as a conduit through which all Industrial Revenue Bonds are channeled under the Texas Industrial Revenue Bond Program. This program provides tax exempt financing of land and depreciable property for eligible industrial or manufacturing projects. The purpose of the Industrial Development Authority is to issue taxable and tax exempt bonds for eligible projects within the City of Nacogdoches.

MEETINGS: Bylaws require the Industrial Development Authority to meet annually on the 2nd Thursday of February at 1:30 p.m. or at such time and place as shall be fixed by the consent in writing of all the directors. Special meetings may be called as needed.

Resolution November 6, 1979

Main Street Advisory Committee

COMPOSITION: ~~Eleven (11) members~~ Twelve (12) members

TERM: Three (3) years

CITY DEPARTMENT: Historic Sites/Main Street

CITY LIAISON: Assistant Director of Community Services

DUTIES AND RESPONSIBILITIES:

The Main Street Advisory Committee's was created in November 1997 by City Council. Their mission is to preserve and promote historic downtown Nacogdoches through economic, historic and cultural revitalization. Envisioning a year round destination where visitors and locals experience the heart of our community rich with history, commerce, entertainment, cultural, and educational opportunities.

The Main Street Advisory Committee works directly with the Main Street Manager.

BOARD MEMBER REQUIREMENTS:

- A demonstrated interest in Nacogdoches Main Street's purpose and its goals;
- Specific experience in and/or knowledge of preservation, tourism development, fundraising, finance, advertising, public relations, marketing, nonprofit development, or economic development;
- 4-5 hours per month of available time outside of board meetings
- Serve on at least one of the four Main Street Subcommittees

MEETINGS: Meeting times and dates will be set by agreement of the Committee.

City Council created – November 18, 1997 minutes

Mayor's Committee on People with Disabilities

COMPOSITION: Eleven (11) members

TERM: Two (2) years, Chairman will serve three (3) years

CITY DEPARTMENT: City Secretary

CITY LIAISON: City Secretary

DUTIES AND RESPONSIBILITIES:

Mayor's Committee on People with Disabilities (NMCPD) envisions a community dedicated to inclusion of citizens at whatever level of ability they possess. The mission of the NMCPD is to keep City Council advised of living conditions and needs of people with disabilities in the community and to further opportunities for people with disabilities to enjoy a life of independence, productivity, and self-determination. NMCPD is an affiliate of the Texas Governor's Committee on People with Disabilities and operates at the discretion of City Council. The committee objectives are to:

- Promote better public understanding concerning needs and contributions of persons with disabilities;
- Promote increased enjoyment of workers with disabilities on a year-round basis;
- Encourage retention and advancement of those workers presently employed;
- Develop better understanding by persons with disabilities of services available to them;
- Encourage persons with disabilities to use these services;
- Remove all architectural barriers; and
- Promote participation in community life by people with disabilities.

MEETINGS: The committee shall meet at least four times per year. Regular meetings are held every three months in March, June, September and December. The committee may meet more often if needed. Currently, the committee meets monthly on the 2nd Thursday at 12:00 noon.

City Council created - February 2, 1988 minutes

Parks and Recreation Advisory Board

COMPOSITION: Not less than seven or more than eleven members

TERM: Three (3) years

CITY DEPARTMENT: Community Services

CITY LIAISON: Community Services Director

DUTIES AND RESPONSIBILITIES:

Parks and Recreation Advisory Board shall be consulted regarding advice on operation and general administration of the parks, park playgrounds and other recreational property and facilities as may be requested by City Council. The Board shall never obligate the City in any manner or for any purpose.

The Duties of the board as it relates to the care and maintenance of public trees shall be as follows:

- Assist with development of future public arboreal policies and initiatives
- Act as a board of appeals
- Recommend policies and guidelines
- Seek out ways to implement policies, achieve goals and provide educational material to the public

The Board works closely with the Director of Community Services, or designee on matters involving parks, trails and other recreation activities in the City of Nacogdoches. It shall be the responsibility of the Parks and Recreation Advisory Board to advise the city on the preservation, trimming, planting, replanting, removal, and disposition of trees and shrubs on public property. The Parks and Recreation Advisory Board shall not make a recommendation to the city until the board has reviewed a report regarding the situation from a person that has experience and training in all issues regarding trees. Such experience may include a bachelor's degree from an accredited college or university in urban forestry or agriculture with training in arboriculture or equivalent experience.

MEETINGS: The Parks and Recreation Advisory Board meets as needed.

Code of Ordinances - Section 74.26-74.35

Pine Grove Cemetery Board

COMPOSITION: ~~Five (5) members~~ Six (6) members

TERMS: Two (2) years

CITY DEPARTMENT: Community Services

CITY LIAISON: Community Services Director

DUTIES AND RESPONSIBILITIES:

The mission of the Pine Grove Cemetery Board is to maintain and beautify Pine Grove Cemetery in honor of those interred.

MEETINGS: The Pine Grove Cemetery Board meets quarterly.

City Council created - October 7, 1947 minutes

Planning and Zoning Commission

COMPOSITION: Five (5) members

TERMS: Two (2) years

CITY DEPARTMENT: Planning & Neighborhood Services

CITY LIAISON: Planning & Neighborhood Services Director

DUTIES AND RESPONSIBILITIES:

Actions of the Planning and Zoning Commission on zoning related items are to conduct public hearings and make recommendations to City Council. Planning and Zoning Commission shall have the power and duty to:

- Advise the City Council and make recommendations concerning adoption of or amendments to the city's comprehensive plan and thoroughfare plan, and implementation thereof;
- Serve as an advisory body to the City Council concerning the adoption of, or amendments to, the zoning regulations and zoning map, and to make recommendations thereon;
- To call a public hearing to determine proper zoning for a tract of land or for an area;
- Undertake such actions as are necessary to exercise its delegated powers, as indicated by the adopted ordinance.

MEETINGS: The Planning and Zoning Commission holds regular meetings on the second Monday of each month at 5:00 p.m.

Code of Ordinance - Section 118.66-118.69

Zoning Board of Adjustment

COMPOSITION: Five (5) regular members and four (4) alternate members

TERMS: Two (2) years, staggered

CITY DEPARTMENT: Planning & Neighborhood Services

CITY LIAISON: Planning & Neighborhood Services Director

DUTIES AND RESPONSIBILITIES:

Zoning Board of Adjustment has the power to hear and decide appeals where it is alleged there is an error made by the City Planner in any order, requirement, decision or determination. The board of adjustments may permit in any district modifications/variances as the board may deem necessary to secure appropriate development.

OFFICERS: The board of adjustment shall meet and organize as soon as practicable, shall elect one of its members as chair, and shall have a secretary.

MEETINGS: The Zoning Board of Adjustments meets the third Thursday at 4:00 p.m. as needed.

Code of Ordinance - Section 118.96-118.101

Applications must be received by end of business the 2nd Friday in June for July appointments and the 2nd Friday in December for January appointments.



City Council Meeting

Date: February 7, 2023

Agenda Item: 5.G.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider resolution calling the Regular Election of City Council Members for Northeast Ward, Northwest Ward and At-Large (Mayor) in and for the City of Nacogdoches, Texas. (City Secretary)

SUMMARY/BACKGROUND: The Regular Election is Saturday, May 6, 2023 to elect Northeast Ward Council Member, Northwest Ward Council Member and At-Large (Mayor). The filing period for this election is January 18, 2023 through February 17, 2023. Early voting and Election Day voting will be held and conducted at Nacogdoches County Courthouse Annex in the Nacogdoches County Elections Office located at 203 West Main Street, Nacogdoches, Texas 75961. Early voting is April 24, 2023 through April 28, 2023 from 8 a.m. to 5 p.m. and Monday, May 1, 2023 through Tuesday, May 2, 2023 from 7 a.m. to 7 p.m. Election Day voting will be May 6, 2023 from 7 a.m. to 7 p.m.

The City of Nacogdoches will contract with Nacogdoches County Elections Office to provide election services, which will include administrative services, scheduling election workers, polling place and providing voting system/ballots.

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. Resolution Calling Election 2023 (English)
2. Resolution Calling Election 2023 (Spanish)

RESOLUTION NO. 1324-02-23

RESOLUTION CALLING FOR THE REGULAR ELECTION OF COUNCIL MEMBERS FOR NORTHEAST WARD, NORTHWEST WARD AND AT-LARGE (MAYOR) IN AND FOR THE CITY OF NACOGDOCHES, TEXAS.

BE IT RESOLVED BY THE CITY OF NACOGDOCHES, TEXAS:

I.

THAT a municipal election be held in the City of Nacogdoches, Texas, on Saturday, May 6, 2023 with polls open from 7:00 a.m. to 7:00 p.m. for election of three (3) members of City Council, being Council Member Northeast Ward, Council Member Northwest Ward and At-Large (Mayor) to succeed those Council Members whose terms expire when their successor is duly elected and qualified at a meeting of City Council following the date of the election.

II.

THAT applications shall be accepted in the office of the City Secretary, 202 E. Pilar Street, Room 320, beginning January 18, 2023 through February 17, 2023 from 8 a.m. to noon and 1 p.m. to 5 p.m. for said positions.

III.

THAT said election and early voting shall be held and conducted at Nacogdoches County Courthouse Annex in the Nacogdoches County Elections Office located at 203 West Main Street, Nacogdoches, Texas 75961 and the entire city shall constitute one (1) election precinct.

IV.

THAT Early Voting by personal appearance for this May 6, 2023 City Council Election will be conducted Monday, April 24, 2023 through Friday, April 28, 2023 from 8:00 a.m. to 5:00 p.m. daily, and Monday, May 1, 2023 through Tuesday, May 2, 2023 from 7:00 a.m. to 7:00 p.m. daily at the Nacogdoches County Elections Office located at 203 West Main Street, Nacogdoches, Texas 75961.

V.

THAT notice of said election shall be given as required by law.

PASSED AND APPROVED this the 7th day of February 2023.

Jimmy Mize, Mayor
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

RESOLUCIÓN 1324-02-23

UNA RESOLUCIÓN CONVOCANDO PARA UNA ELECCIÓN REGULAR DE COMISIONADOS PARA EL DISTRITO NORESTE (NORTHEAST), DISTRITO NOROESTE (NORTHWEST), Y UN COMISIONADO EN GENERAL, EN Y PARA LA CIUDAD DE NACOGDOCHES, TEXAS

RESUÉLVASE POR LA CIUDAD DE NACOGDOCHES, TEXAS:

I.

QUE una elección municipal sea llevada a cabo en la Ciudad de Nacogdoches, Texas, el sábado 6 de mayo, 2023, con las casillas electorales abiertas de 7:00 a.m. a 7:00 p.m. para la elección de tres (3) miembros de Comisionados de la Ciudad, siendo los puestos: Comisionado del Distrito Noreste (Northeast), Comisionado del Distrito Noroeste (Northwest) y un Comisionado en General (Alcalde) para suceder a aquellos comisionados cuyos términos expirarán cuando su sucesor sea debidamente elegido y calificado durante una reunión de los Comisionados de la Ciudad después de la fecha de elecciones.

II.

QUE las solicitudes para dichos puestos deberán ser recibidas en la Oficina de la Secretaria de la Ciudad, ubicada en el 202 E. Pilar Street, Sala 320, entre el 18 de enero y el 17 de febrero, 2023 de 8:00 AM a Mediodía y de 1:00 PM a 5:00 PM.

III.

QUE dicha elección y votación anticipada deberán ser llevadas a cabo y conducidas en el Anexo al Palacio Municipal del Condado Nacogdoches, en la Oficina de Elecciones del Condado Nacogdoches (Nacogdoches County Courthouse Annex Elections Office) ubicada en el 203 West Main Street, Nacogdoches, Texas 75961 y que la ciudad entera deberá ser constituida un (1) distrito electoral.

IV.

QUE la votación anticipada por presentación personal para esta Elección de Comisionados de Distrito de la Ciudad, este 1 de mayo, 2021 será llevada a cabo del lunes 24 de abril, 2023 al viernes 28 de abril, 2023, cada día entre las 8:00 AM y 5:00 PM, y el lunes 1 de mayo, 2023 al martes 2 de mayo, 2023, cada día de 7:00 AM a 7:00 PM en la Oficina de Elecciones del Condado Nacogdoches ubicada en el 203 West Main Street, Nacogdoches, Texas 75961.

V.

QUE aviso de dicha elección será dado según lo requiere la ley.

PASADA Y APROBADA este día 7 del mes de febrero 2023.

Jimmy Mize, Alcalde
City of Nacogdoches

ATTEST:

Jan Vinson, Secretaria de la Ciudad



City Council Meeting

Date: February 7, 2023

Agenda Item: 6.A.

PRESENTER: Alaina Helton, City Planner

ITEM/SUBJECT: Public Hearing: Consider adoption of an ordinance providing for the annexation of approximately 2.7 acres being part of a 64.17 acre tract conveyed by HGT Group, LP, to JBSC Development, LLC, as described in Warranty Deed dated March 22, 2022 recorded in the Real Property Records of Nacogdoches County, Texas. (City Planner)

SUMMARY/BACKGROUND:

The City received a voluntary request for annexation from Jacob Crawford of JBSC Development, LLC for 2.7 acres located along the eastern boundaries of the City Limits. The voluntary request allows the City Council to consider the property without invoking the state requirement the parcel be at least 1,000 feet wide.

This is the final action item for this proposed annexation. The properties will be zoned Agricultural immediately upon annexation. Staff will then present rezoning requests appropriate to the current and future needs of the properties.

COST: The proposed annexation has not been developed and there are no residents currently living in the affected area. Future residents in the affected area will utilize City of Nacogdoches sanitation, water, and sewer utility services, creating new revenue from future customers. The City of Nacogdoches will also receive property tax revenue in the affected area upon annexation.

FINANCIAL:

No financial impact associated with this item

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

Economic Development

CITY CONTACT: Alaina Helton, AICP, Director of Planning & Neighborhood Services
heltona@nactx.us
936-559-2572

ATTACHMENTS: 1. Ordinance

ORDINANCE: 1953-02-23

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INLCUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, Chapter 43 of the Texas Local Government Code, and §2a of the Charter of the City of Nacogdoches, Texas, an incorporated home rule city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Nacogdoches, Texas, and the laws of this state have been duly followed with respect to the territory described in Exhibit A.

WHEREAS, the City Council of the City of Nacogdoches, Texas has found it necessary and in the public interest to expand the City limits of the City of Nacogdoches to include the area referred to in this proposed annexation, so that the City will grow in an orderly manner which will protect the health, safety, and welfare of the community, the current and future residents will be provided services and will share a pro rate portion of the taxes levied to construct and maintain those services with all those who utilize them.

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

1. The findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as a part of this Ordinance.
2. That the heretofore described property is hereby annexed to the City of Nacogdoches, Nacogdoches County, Texas, and that the boundary limits of the City of Nacogdoches be and the same are hereby extended to include the above described territory within the city limits of the City of Nacogdoches, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Nacogdoches and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
3. A service plan for the area is hereby adopted and attached as exhibit B.
4. The City Secretary is hereby directed to file with the County Clerk of Nacogdoches, Texas, a certified copy of this ordinance.
5. This ordinance shall become effective ten (10) days after it is published in a daily newspaper published in the City of Nacogdoches.
6. In the event this ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the ordinance, and such remaining portions shall continue to be in full force and effect.

PASSED AND APPROVED, this the ____ day of _____, 2023, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

APPROVED AS TO FORM:

JAN VINSON, City Secretary

STEVEN KIRKLAND, City Attorney

APPROVED AS TO CONTENT:

ALAINA HELTON, City Planner

Exhibit A

All that certain 2.757 acres of land, lying and being situate in Nacogdoches County, Texas, on the **ANTONIO ARRIOLA SURVEY, A-5**, and being that part of a 64.17 acre tract conveyed by HGT Group, LP, to JBSC Development, LLC, as described in Warranty Deed dated March 22, 2022, recorded in Clerk's Document Number 2022-3135 of the Real Property Records of Nacogdoches County, Texas (RPR), that lies outside of the limits of the City of Nacogdoches, and being more particularly described as follows, to wit:

-oOo-

Note that in the following description:

- **Bearings, distances and coordinates** are based upon the Texas Coordinate System of 1983 (2011), Central Zone, U.S. Survey Feet, having a convergence angle of 2°56'44" and a combined scale factor of 0.99992130,
- **Surveyor** is a Limited Partner of HGT Group, LP, with a non-controlling interest, and prepared this survey with the full knowledge, approval and consent of JB Crawford Construction and HGT Group, LP. This notice is intended to fulfill the requirements of Title 22, Part 6, §138.57 of the Texas Administrative Code, Revised April 1, 2021, and further serves as notification to any third parties that might rely on this survey, and
- **See plat** dated March 23, 2021.

-oOo-

BEGINNING at a ½" iron rod, with a red plastic cap marked "SAMSON 1915", found for an angle corner in the south boundary line of the 64.17 acre tract and the northeast corner of a 2.17 acre tract conveyed by HGT Group, LP, to R.L. Whatley, et ux, as described in Warranty Deed dated April 25, 2018, recorded in Volume 4742, Page 202 of the Official Public Records of Nacogdoches County, Texas (OPR);

THENCE S 83°43'11" W, 269.05 feet (called S 83°42'50" W, 269.12 feet in 4742/202 OPR) with a south boundary line of the 64.17 acre tract and the north boundary line of the 2.17 acre tract to a ½" iron rod, with a red plastic cap marked "SAMSON 1915", found for the northwest corner of the 2.17 acre tract and an angle corner in the south boundary line of the 64.17 acre tract, said ½" iron rod being in an east city limits line of the City of Nacogdoches, as described in Ordinance 1206-6-00 of said City, dated April 18, 2000;

THENCE N 03°47'34" W, with the city limits line and across the 64.17 acre tract, at 10.46 feet pass a ½" iron pipe, with a plastic cap marked "1775", found for the southwest corner of a 2.87 acre tract conveyed by Jennifer Pardin Jacob, et vir, to HGT Group, LP, as described in Warranty Deed dated July 11, 2001, recorded in Volume 1604, Page 239 OPR, and continuing across the 64.17 acre tract, with the city limits line, and with the west boundary line of the 2.87 acre tract for a total distance of **454.06 feet** (called N 00°50' E in 1604/239 OPR) to an axle found, at the base of an old fence corner post, for the northwest corner of the 2.87 acre tract;

Exhibit A

THENCE N 89°39'30" E, 277.85 feet (called S 85°43'30" E, 277.78 feet in 1604/239 OPR) continuing across the 64.17 acre tract and with the city limits line to a ½" iron rod found, with a red plastic cap marked "SAMSON 1915", for the northeast corner of the 2.87 acre tract;

THENCE S 02°38'35" E, 425.74 feet (called S 01°58' W in 1604/239 OPR) continuing across the 64.17 acre tract, with the east boundary line of the 2.87 acre tract, and with the city limits line to the place of **BEGINNING**, containing within these calls **2.757 acres**.

I, George F. Middlebrook, IV, a duly Registered Professional Land Surveyor in the State of Texas, do hereby certify that above field note description was prepared from a survey made on the ground, under my supervision, completed March 23, 2022.

Witness my hand and seal of registration:



(original signed in blue ink)

TX RPLS #5875

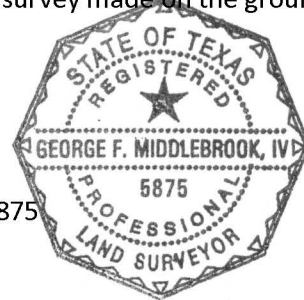
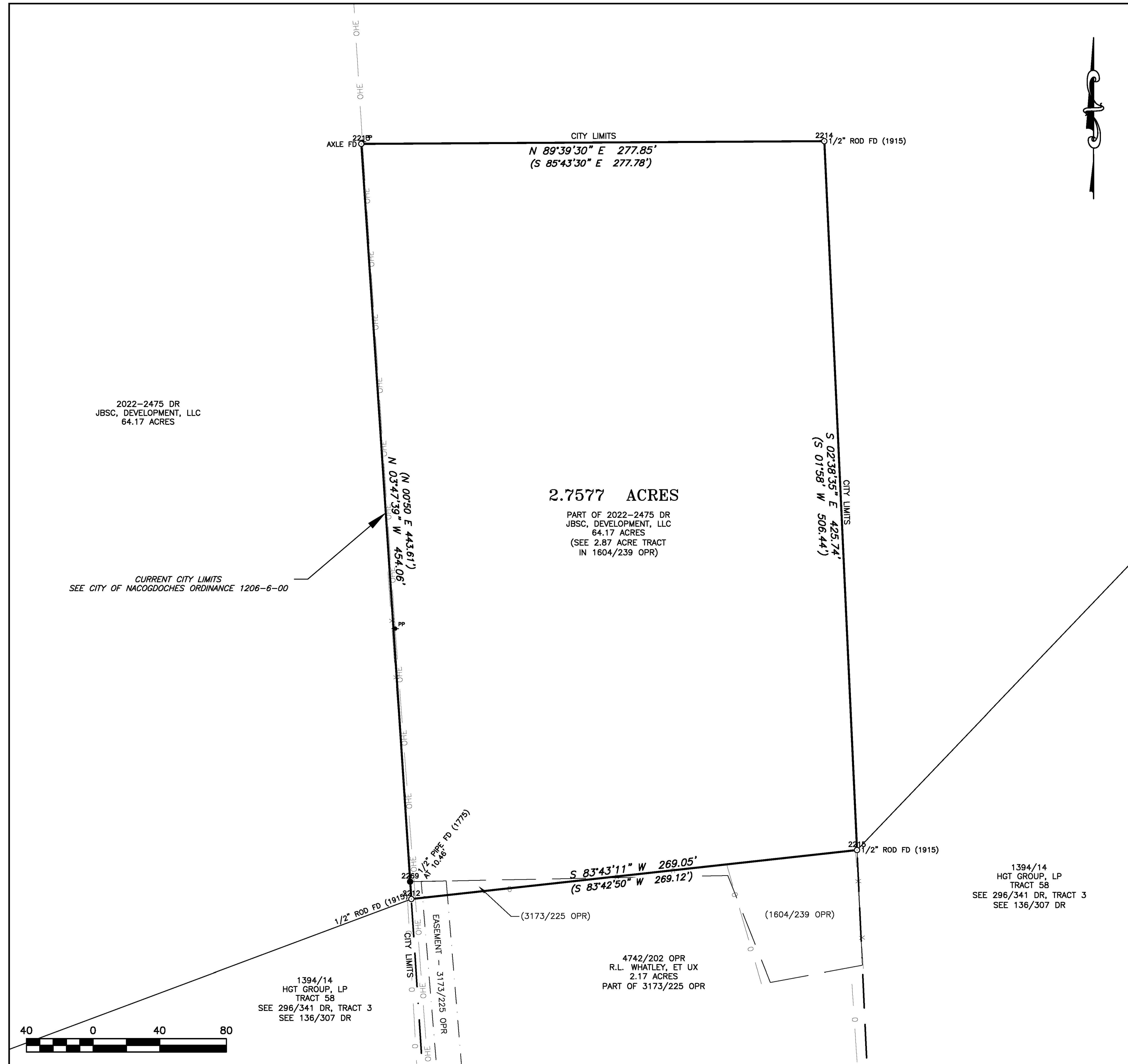


Exhibit A



General Notes

1. Surveyor did not abstract for easements or ownership.
2. Bearings, distances and coordinates are based upon the Texas Coordinate System of 1983 (2011), Central Zone, U.S. Survey Feet, having a convergence angle of 2°56'44" and a combined scale factor of 0.999992130.
3. Surveyor is a Limited Partner of HGT Group, LP, with a non-controlling interest, and prepared this survey with the full knowledge, approval and consent of JB Crawford Construction and HGT Group, LP. This notice is intended to fulfill the requirements of Title 22, Part6, §138.57 of the Texas Administrative Code, Revised April 1, 2021, and further serves as notification to any third parties that might rely on this survey.
4. See Field Notes dated 3/23/2022.

**TWO FIFTEEN
CONSULTING**
ENGINEERS + SURVEYORS

412 North St.
Nacogdoches, TX 75961
p: 936-569-0505

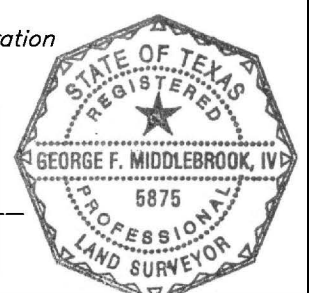
TBPE F-17461
TBPLS 10194339

Surveyor Certification:

I, George F. Middlebrook, IV, a duly Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat of 2.757 ACRES, surveyed for JBSC DEVELOPMENT, LLC accurately depicts the results of a survey made on the ground, under my supervision, completed MARCH 23, 2022.

Witness my hand and seal of registration

TX RPLS #5875
(original signed in blue ink)



Surveyed for:

JBSC DEVELOPMENT, LLC

**AREA TO BE ANNEXED INTO
THE CITY OF NACOGDOCHES**

**ANTONIO ARRIOLA SURVEY, A-5
NACOGDOCHES COUNTY, TEXAS**

Scale: 1" = 40'	Date: 3/23/2022
Drawn By: BRH	Checked By:
File: 21100_052_Annex.dwg	Drawing No. V-052

THIS DRAWING AND OTHER RELATED DOCUMENTS, INCLUDING ANY DOCUMENTS ON ELECTRONIC MEDIA, WHEN PREPARED BY TWO FIFTEEN CONSULTING, SHALL REMAIN THE PROPERTY OF TWO FIFTEEN CONSULTING. ALL INFORMATION SHALL BE USED ONLY FOR THE PURPOSES OF LOCATING REAL PROPERTY BOUNDARIES, SUBDIVIDING REAL PROPERTY AND LOCATING IMPROVEMENTS IN RELATION TO REAL PROPERTY BOUNDARIES AND THE INFORMATION SPECIFIED HEREIN. ANY OTHER USE OF THIS DRAWING, INCLUDING WITHOUT LIMITATION, ANY REPRODUCTION OR ALTERATION IS STRICTLY PROHIBITED, AND TWO FIFTEEN CONSULTING SHALL BE INDIVIDUALLY AND JOINTLY LIABLE TO THE CLIENT FOR ANY SUCH USE, OR RESULT OF SUCH UNAUTHORIZED USE, OR CHANGES.

Exhibit B

MUNICIPAL SERVICE PLAN

FIRE & RESCUE

Existing Services: Nacogdoches Fire Department currently serves as the first responder in this area.

Services to be Provided: Fire suppression will be available to the area upon annexation, rescue and first responder medical services will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 2, located at 1900 East Main Street. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: Nacogdoches County Sheriff's Department is the law enforcement agency providing service to the area.

Services to be Provided: Currently, the area is under the jurisdiction of the Nacogdoches County Sheriff's Office. However, upon annexation, the City of Nacogdoches Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction and nuisance abatement within the City of Nacogdoches.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Nacogdoches Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Nacogdoches Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: Free library use privileges are currently available to anyone residing in this area.

Services to be Provided: No change.

RECREATION

Existing Services: Any member of the community may sign up for and participate in activities with the Recreation Center.

Services to be Provided: No change.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: The Animal Control Department responds to calls in the County at the request of the Sheriff's Office.

Services to be Provided: The Inspection Services and Animal Control Departments will implement the enforcement of the City of Nacogdoches' animal control, health, and nuisance ordinances and regulations on the effective date of the annexation. Such services can be provided with current Animal Control and Inspections Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

STREET

Existing Services: County and Texas Department of Transportation Street Maintenance

Services to be Provided: Maintenance to dedicated and accepted public street facilities will be provided by the City upon the effective date of the annexation in accordance with standard policy and maintenance agreements with the Texas Department of Transportation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City will then maintain dedicated and accepted public drainage improvements upon approval.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Nacogdoches will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Traffic Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices in accordance with standard policy.

WATER SERVICE

Existing Services: None.

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None.

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Existing private solid waste services may be utilized for a period of two years following the date of annexation. At the end of the two year period, the City of Nacogdoches shall be the only solid waste service provider for the area.

MISCELLANEOUS

All applicable municipal services will be provided to the area in accordance with the City of Nacogdoches' established policies governing extension of municipal services to newly annexed areas.

PRESENTER: Veronica Amoe, Historic Sites Manager

ITEM/SUBJECT: Receive presentation, hold discussion and give staff direction regarding proposed Zion Hill Historic Site rental fees. (Historic Sites Manager)

SUMMARY/BACKGROUND: The Zion Hill Baptist Church Historic Site is one of four historic sites owned and maintained by the City of Nacogdoches. This 1914 African American Church has been thoroughly restored by the Nacogdoches County Historical Foundation and the City of Nacogdoches Historic Sites Division.

The long term plan for this property is for it to serve several different purposes. The building will be home to a museum dedicated to African American history, it will be used as a community gathering place with community planned and division planned events and it will also be rented as an event facility.

City Staff have researched similar rental facilities and visited with the staff that run them in order to prepare a rental pricing guide for the Zion Hill Baptist Church Site. The staff reached out to locations that were comparable to Zion Hill either because of their size and capacity, age and use or location. The goal is to set a price point that is attainable in our market but also have deposits and policies in place that help us ensure the building is protected.

There are several different rental options with different price points which should lead to flexibility with building use. This will allow the building to have open hours for the museum while also allowing for limited rentals during the week and on weekends.

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: Veronica Amoe, Historic Sites Manager
amoev@nactx.us
936-560-4441

ATTACHMENTS:

1. Zion Hill Venue Rental Fees
2. PowerPoint Presentation



Proposed Venue Fees for Zion Hill Baptist Church

Rental Pricing:

Rental Type	Times	Includes	Pricing	Damage Deposit	Insurance
Complete Building Weekend	Friday 4pm-7pm Saturday 8am-10pm Sunday 8am-12pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	\$2400	\$800	Required
Complete Building One-Day	Friday, Saturday or Sunday 8am-10pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	\$1200	\$800	Required
Complete Building Evening	Choice of evening between Monday and Thursday 4pm-10pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	\$800	\$800	n/a
Basement Rental Evening	Choice of evening between Monday and Thursday 4pm-10pm	Number of guest: 20 Use of basement and kitchenette	\$50/hr	n/a	n/a

Market Research

When researching venue fees, we sought out venues that were similar to Zion Hill either by being a historic church, a venue that also served as a museum, a venue of similar capacity or a venue that is located in Nacogdoches. We also spoke with a number of venue coordinators to seek out their advice on operations and fees.



Proposed Venue Fees for Zion Hill Baptist Church

List of Venues and Description

The Heritage Society: St. John's Church Houston, TX	St. Johns Church is a 1891 historic church operated by the Heritage Society of Houston, TX. The church is a historic site that is open to visitors when not as used as a venue. The church building is smaller with less capacity. The church is in a metropolitan area.
Millard's Crossing: Chapel. Nacogdoches, TX	The Chapel at Millard's Crossing is a 1905 historic church. Millard's Crossing serves the same area as Zion Hill. The church building is smaller with less capacity. The chapel is used as a historic site/museum when not in use as a venue.
Felicity Church New Orleans, LA	Felicity Church is a 1888 historic church. The building is primarily used as a venue rather than a museum. The church serves a larger population.
Liberty Hall Nacogdoches, TX	Liberty Hall is another event space operated by the City of Nacogdoches. This space is primarily used as an event venue. It has a smaller capacity.
The Barn Nacogdoches, TX	The Barn is a rustic event venue in Nacogdoches. It is a larger venue with a higher capacity.
Fredonia Hotel Nacogdoches, TX	The Fredonia Hotel offers several room options for events in Nacogdoches. We looked at the pricing for their spaces with similar capacity.
Tobacco Warehouse Nacogdoches, TX	Tobacco Warehouse is an event venue in downtown Nacogdoches, TX. The space is used primarily for events and has a similar capacity as Zion Hill.
Farmers Branch Historical Park Farmers Branch, TX	The church on the site is a 1890s church, the building is smaller with less capacity. The church is used for tours along with other historic buildings when not in use as a venue.
The Bryan Museum Galveston, TX	The Bryan Museum was not used as a price comparison, but rather as a reference for venue operations. The museum has large venue space on the property for weddings and events.

Chris Jones, Owner

Felicity Church, New Orleans

Chris shared his rental agreements and spoke on the phone to us about operating a historic church as a venue. He has operated the Felicity Church venue since 2011.

Peter Ochoa, Director of Events

Bryan Museum, Galveston

Peter shared a lot of advice and information about running a museum and event venue.

Alison Bell, Executive Director

Heritage Society, Houston

Alison shared their rental agreement forms with us and shared advice of running a historic church as a venue.



Proposed Venue Fees for Zion Hill Baptist Church

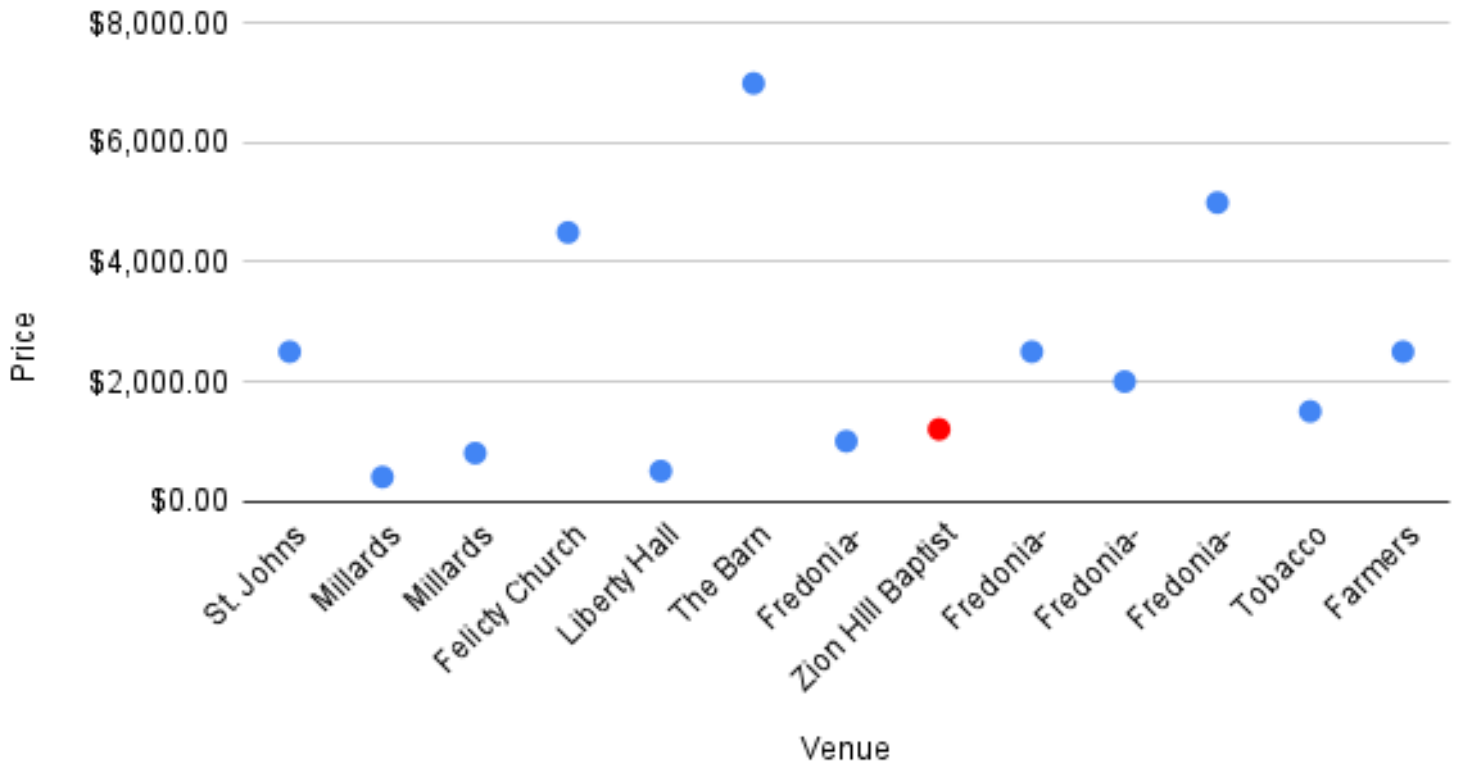
Venue Fee Comparisons

Venue	Location	Venue Type	Capacity (banquet)	Rental Time	Price
Millard's Crossing (Church)	Nacogdoches, TX	1905 historic church	75-100	1-day	\$400.00
Liberty Hall	Nacogdoches, TX	Rustic event lodge	75	1 day	\$420-\$500
Millards's Crossing (Barn)	Nacogdoches, TX	Event Barn (1950s)	150	1 day	\$800
Fredonia-Banita Ballroom	Nacogdoches, TX	Hotel Meeting Room	150	1 Day	\$1,000
Zion Hill Baptist Church Historic Site	Nacogdoches, TX	1914 historic church	180	1 day	\$1,200
Tobacco Warehouse	Nacogdoches, TX	Historic Building/venue	175	1 Day	\$1,500
Fredonia-Convention Room B	Nacogdoches, TX	Hotel Meeting Room	250	1 Day	\$2,000
St. Johns Church	Houston, TX	1891 historic church	65	4 hours	\$2,500.00
Fredonia-Convention Room A	Nacogdoches, TX	Hotel Meeting Room	250	1 Day	\$2,500
Farmers Branch Historical Park	Farmers Branch, TX	1890s Church + grounds	75-100	6 hours	\$2,500
Fredonia-Convention Room	Nacogdoches, TX	Hotel Meeting Room	650	1 Day	\$5,000
Felicity Church	New Orleans, LA	1888 historic church	246	5 hours	\$2,500-\$6,000
The Barn	Nacogdoches, TX	Rustic Barn Venue	275	All day Friday and Saturday	\$6,000-\$8,000



Proposed Venue Fees for Zion Hill Baptist Church

Price



Historic Sites Division

Zion Hill Venue Fee Proposal

Proposed fees for facility rental.



Market Research

We researched similar venues and spoke to a number of venue coordinators.

ST. John's Church
Houston, TX



Conversed with:
Alison Bell-ED
and viewed
Rental Information

Felicity Church
New Orleans, LA



Conversed with:
Chris Jones-Manager
and viewed
Rental Information

Bryan Museum
Galveston, TX



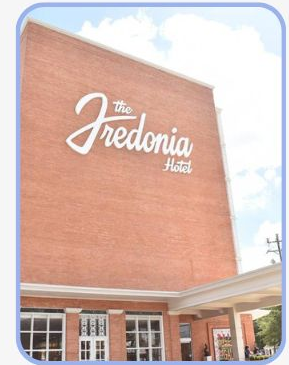
Conversed with:
Peter Ochoa-Director
and viewed
Rental Information

Millard's Crossing
Nacogdoches, TX



Viewed
Rental Information

Fredonia Hotel
Nacogdoches, TX



Conversed with
Event Coordinator
and viewed
Rental Information

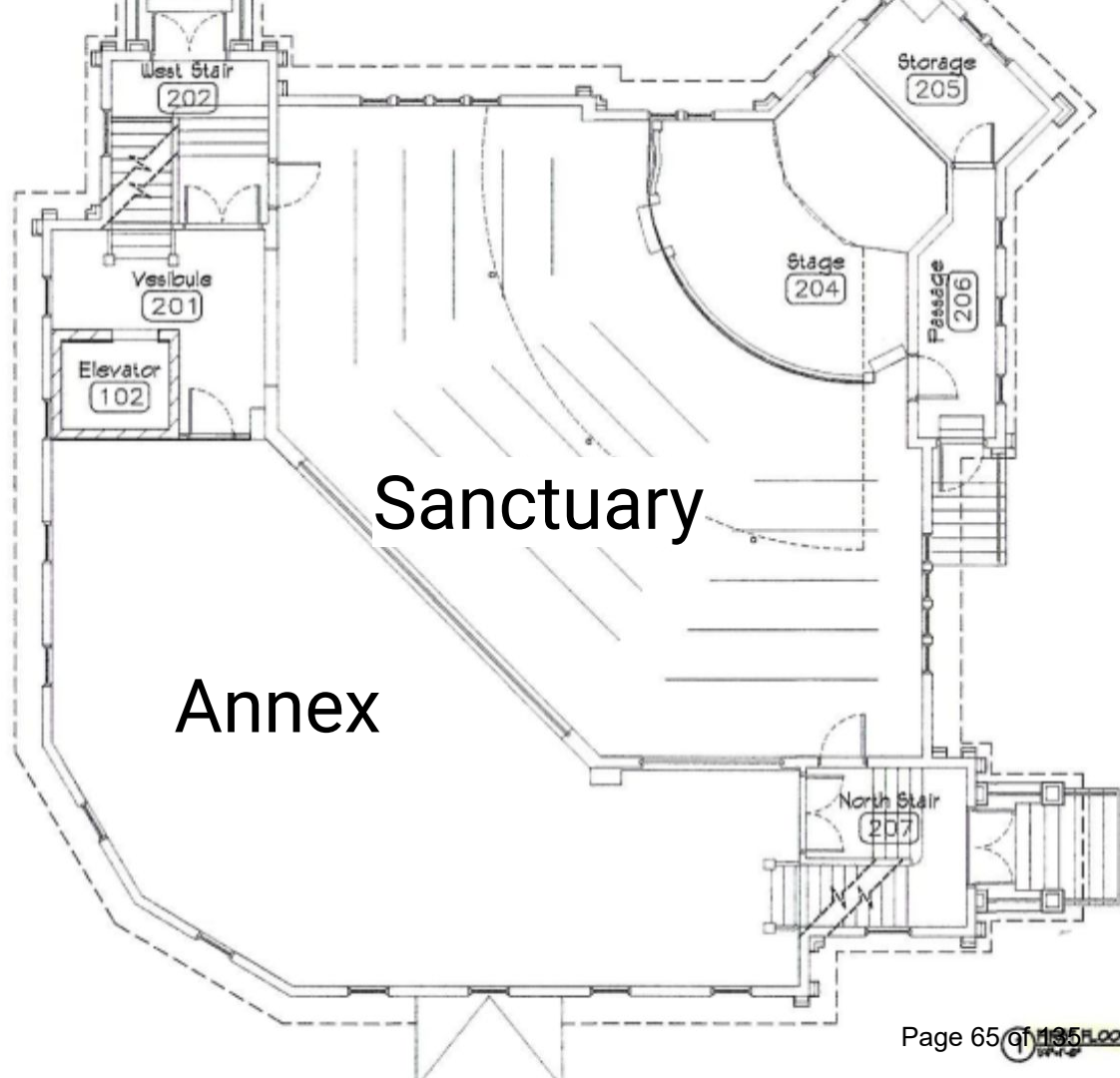
Venue Fees

Rental Type	Times	Includes	Pricing	Damage Deposit	Insurance
Complete Building Weekend	Friday 4pm-7pm Saturday 8am-10pm Sunday 8am-12pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	\$2400	\$800	Required
Complete Building One-Day	Friday, Saturday or Sunday 8am-10pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	\$1200	\$800	Required
Complete Building Evening	Choice of evening between Monday and Thursday 4pm-10pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	\$800	\$800	n/a
Basement Rental Evening	Choice of evening between Monday and Thursday 4pm-10pm	Number of guest: 20 Use of basement and kitchenette	\$50/hr	n/a	n/a

Complete Building Rental Includes:

- Sanctuary
- Annex
- Basement multipurpose area
- Kitchenette
- Bathrooms

Evenings, 1-day or weekend rental



Basement Rental Includes:

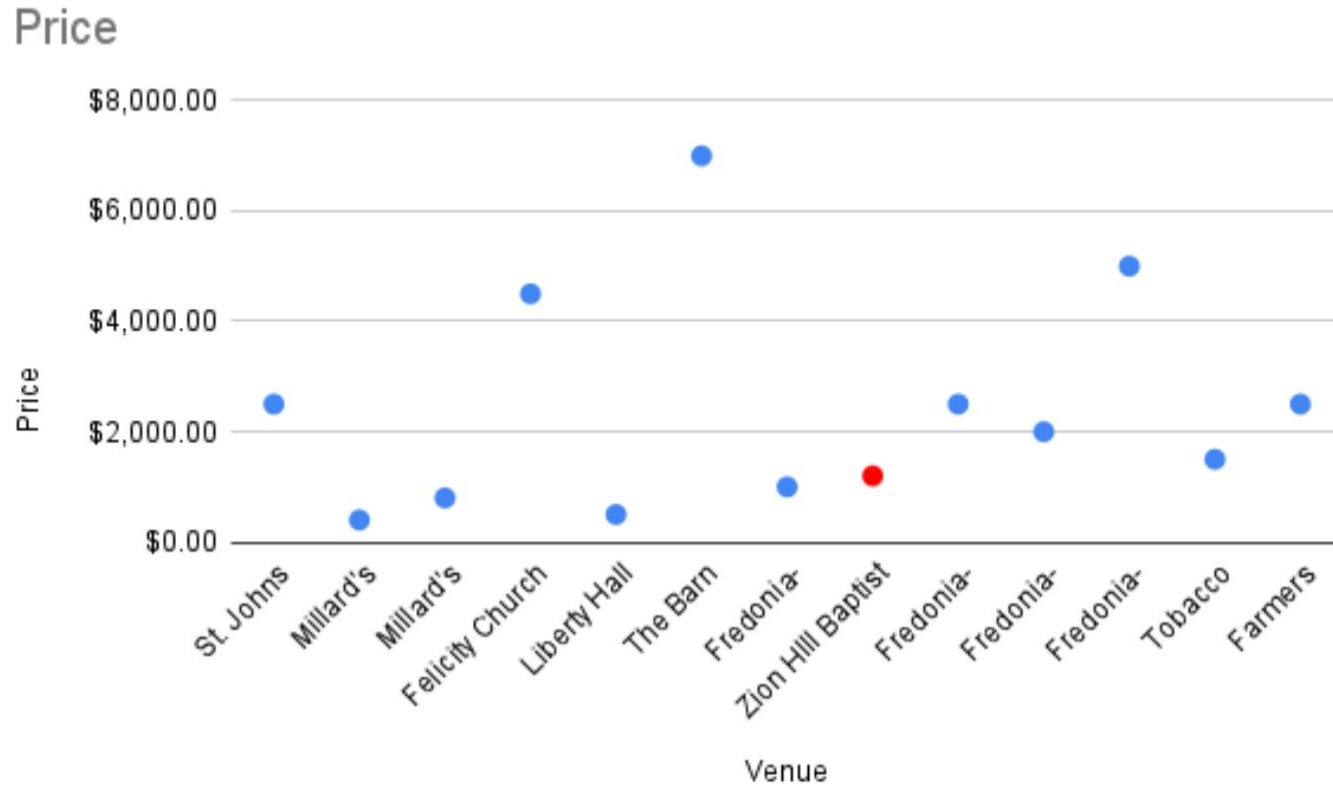
- Basement multipurpose area
- Kitchenette
- Bathrooms

Evening rental
Monday-Thursday 4pm-10pm



Venue	Location	Venue Type	Capacity	Rental Time	Price
Millard's Crossing (Church)	Nacogdoches, TX	1905 historic church	75-100	1-day	\$400
Liberty Hall	Nacogdoches, TX	Rustic event lodge	75	1 day	\$420-\$500
Millards's Crossing (Barn)	Nacogdoches, TX	Event Barn (1950s)	150	1 day	\$800
Fredonia-Banita Ballroom	Nacogdoches, TX	Hotel Meeting Room	150	1 Day	\$1,000
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St. Johns Church	Houston, TX	1891 historic church	65	4 hours	\$2,500
Fredonia-Convention Room A	Nacogdoches, TX	Hotel Meeting Room	250	1 Day	\$2,500
Farmers Branch Historical Park	Farmers Branch, TX	1890s Church + grounds	75-100	6 hours	\$2,500
Fredonia-Convention Room	Nacogdoches, TX	Hotel Meeting Room	650	1 Day	\$5,000
Felicity Church	New Orleans. LA	1888 historic church	246	5 hours	\$2,500-\$6,000
The Barn	Nacogdoches, TX	Rustic Barn Venue	275	All day Friday and Saturday	\$6,000-\$8,000

Zion Hill Fee Comparison (1-day rental)



Questions?

PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Discuss and consider adopting a resolution in either support, no-opposition, or denial for developers applying for Texas Department of Housing and Community Affairs 2023 Competitive 9% Low-Income Housing Tax Credit Program (LIHTC). Project Name: Ridgebrook Senior Village, Project Location: SEC N University Dr. and NE Stallings Dr., TDHCA Application Number: 23066. (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).

This year, the City of Nacogdoches received requests for resolutions of support from two developers. Both requests are for developments in the Northeast Ward. Councilmember Belanger held a ward meeting to discuss these requests on January 12, 2023. Representatives of both proposed developments presented information and answered questions at the ward meeting.

On January 30th, staff received word that one of the proposed developments (Garden Walk of Nacogdoches - to be located at 3279 North University Drive) is no longer pursuing tax credits and will not be developing their project in Nacogdoches. The remaining development is Ridgebrook Senior Village. Specific development information about the can be seen in the table below. A map of the proposed project area is attached.

Location		SEC N University Dr. and NE Stallings Dr.
Non-profit?		Yes
Units	Low Income	72
	Market Rate	8
	Total	80
Target Population		Elderly
Estimated Capital Expenditure		\$16 Million
Current Zoning		B-2 & R-1
Proposed Density (Units/Acre)		20

The development has requested the following:

- A resolution of support

- A waiver of fees equivalent to \$250. This is a point category from the state's qualified allocation plan. The development's application receives one point if they are provided a "loan, grant, reduced fees or contribution of other value that equals...\$250 or more for Applications in Rural subregions".

The Texas Department of Housing and Community Affairs recommends residents of a community that is considering a resolution for a LIHTC ask the following questions.

- What other developments has the developer built and where are they located?
- What are the developer's long-term goals for the property?
- How will the development fit in with the existing neighborhood?
- What types of supportive services will be provided to residents?
- Who are the proposed tenants and how will they be screened?

Council has several options regarding each request:

- Adopt a resolution of support, including a \$250 fee waiver
- Adopt a resolution of support, excluding the requested \$250 fee waiver
- Adopt a resolution of no objection
- Adopt a resolution of opposition
- Take no action

FINANCIAL:

No financial impact associated with this item

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

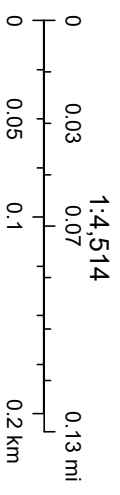
Neighborhood Revitalization and Attainable Housing, Economic Development

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

ATTACHMENTS:

1. Ridgebrook Map
2. Resolution in Support
3. Resolution with No Objection
4. Resolution with Objection





1001

Zoning

Single Family: R-1

1

General Business: B-2

□

City Limits

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1325-02-23**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS RIDGEBROOK SENIOR VILLAGE TO BE DEVELOPED BY CSH RIDGEBROOK SENIOR VILLAGE, LTD.

WHEREAS, CSH Ridgebrook Senior Village, Ltd has proposed a development for affordable rental housing at approximately the southeast corner of North University Drive and NE Stallings Drive named Ridgebrook Senior Village in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, CSH Ridgebrook Senior Village, Ltd has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2022 Competitive 9% Housing Tax Credits for Ridgebrook Senior Village.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it supports the proposed Ridgebrook Senior Village located at approximately the southeast corner of North University Drive and NE Stallings Drive and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 7, 2023, and
2. The City of Nacogdoches, acting through its governing body, hereby confirms that, upon successful award of 2023 Competitive 9% Housing Tax Credits, the city commits to providing reduced fees or a contribution of other value that equals a minimum of \$250 for the benefit of CSH Ridgebrook Senior Village, Ltd; and
3. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
4. The City of Nacogdoches hereby confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4); and
5. For and on behalf of the Governing Body, Jan Vinson, City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 7th day of February, 2023, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Vinson, City Secretary

Steven Kirkland, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1325-02-23**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS RIDGEBROOK SENIOR VILLAGE TO BE DEVELOPED BY CSH RIDGEBROOK SENIOR VILLAGE, LTD.

WHEREAS, CSH Ridgebrook Senior Village, Ltd has proposed a development for affordable rental housing at approximately the southeast corner of North University Drive and NE Stallings Drive named Ridgebrook Senior Village in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, CSH Ridgebrook Senior Village, Ltd has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2022 Competitive 9% Housing Tax Credits for Ridgebrook Senior Village.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it has no objection to the proposed Ridgebrook Senior Village located at approximately the southeast corner of North University Drive and NE Stallings Drive and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 7, 2023, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Jan Vinson, City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 7th day of February, 2023, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Vinson, City Secretary

Steven Kirkland, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1325-02-23**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS RIDGEBROOK SENIOR VILLAGE TO BE DEVELOPED BY CSH RIDGEBROOK SENIOR VILLAGE, LTD.

WHEREAS, CSH Ridgebrook Senior Village, Ltd has proposed a development for affordable rental housing at approximately the southeast corner of North University Drive and NE Stallings Drive named Ridgebrook Senior Village in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, CSH Ridgebrook Senior Village, Ltd has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2022 Competitive 9% Housing Tax Credits for Ridgebrook Senior Village.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it objects to the proposed Ridgebrook Senior Village located at approximately the southeast corner of North University Drive and NE Stallings Drive and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 7, 2023, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Jan Vinson, City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 7th day of February, 2023, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Vinson, City Secretary

Steven Kirkland, City Attorney

PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Discuss and give staff direction regarding economic incentives to encourage downtown restoration projects. (Economic Development Director)

SUMMARY/BACKGROUND: During discussions of potential requests for economic assistance, City Council members indicated a desire to have a policy document guiding downtown economic incentive requests.

After reviewing the remaining downtown structures in need of major restoration, staff developed the guidelines as seen below. The guidelines are intended to provide a framework for potential cost sharing between the city and downtown property owners, with a specific emphasis on fire protection, as that improvement benefits the district as a whole.

Assistance may come in the form of a reimbursement of up to \$8 per square foot of building area, not to exceed \$49,999 for projects that meet the following criteria:

- The subject structure has been vacant for at least 2 years
- The proposed renovation includes the installation of a fire suppression system, as dictated by the currently adopted International Fire Code and any applicable amendments
- Upon completion, the proposed renovation will increase the taxable valuation of the structure by at least 20%

In exchange for the reimbursement, the downtown property owner must provide the City with a façade easement which will allow for the permanent protection of the building's façade. Applications for assistance will be reviewed on a quarterly basis. Should multiple applications be received in one period, special consideration will be given to projects providing retail, restaurant, upper-floor residential, or entertainment uses. Funds will be reimbursed at the time a certificate of occupancy is issued for the project.

FINANCIAL:

Impact based on individual requests in the future, up to \$49,999 per request.

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

Downtown Entertainment and Destination District, Economic Development

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

- ATTACHMENTS:**
1. Proposed Downtown Economic Development Policy
 2. Economic Development Policy

The purpose of this downtown economic development guidance is to encourage the rehabilitation and restoration of structures in downtown Nacogdoches. Protection of these buildings which lie within the downtown fire district is paramount to the preservation of the entire district. Therefore, the City Council encourages downtown property owners to apply for financial assistance for the preservation of their structures.

This assistance may come in the form of a reimbursement of up to \$8 per square foot of building area, not to exceed \$49,999 for projects that meet the following criteria:

- The subject structure has been vacant for at least 2 years
- The proposed renovation includes the installation of a fire suppression system, as dictated by the currently adopted International Fire Code and any applicable amendments
- Upon completion, the proposed renovation will increase the taxable valuation of the structure by at least 20%

In exchange for the reimbursement, the downtown property owner must provide the City with a façade easement which will allow for the permanent protection of the building's façade.

Applications for assistance will be reviewed on a quarterly basis. Should multiple applications be received in one period, special consideration will be given to projects providing retail, restaurant, second or third story residential, or entertainment uses.

Funds will be reimbursed at the time a certificate of occupancy is issued for the project.

Nothing in this policy precludes the City Council from entering into an economic development agreement for a downtown property that includes terms other than those outlined in this guidance document. This is meant to be a pilot program. The City Council has the right to amend or rescind the program at any time. All projects and agreements are subject to all of the city's procurement policies.

CITY OF NACOGDOCHES

ECONOMIC DEVELOPMENT INCENTIVE PROGRAM

This policy creates a program to be used by the City of Nacogdoches for qualification of projects and determination of incentive level and type of incentive.

The City of Nacogdoches vision statement:

“Nacogdoches is a premier City retaining its distinctive character, where families and businesses flourish in a safe, clean environment.”

Projects undertaken by the City will help further the vision statement in addition to promoting the mission of the Nacogdoches Economic Development Corporation:

“The mission of the Nacogdoches Economic Development Corporation is to facilitate growth and prosperity throughout Nacogdoches County and its incorporated cities by helping existing businesses achieve greater success; by fostering local entrepreneurship; by recruiting new industry and business to Nacogdoches County; and by helping develop a well-trained workforce.”

The City will, on a case-by-case basis, give consideration to providing incentive for economic stimulus in Nacogdoches to accomplish one or more of the following objectives:

- Development and diversification of the economy
- Reduction of underemployment
- Attraction of major development
- Stimulation of agricultural or technological innovation
- Expansion of primary employment and knowledge-based jobs
- Increasing average wage in Nacogdoches
- Significant improvement of quality of life
- Contribution to preservation and adaptive reuse of significant historic structures and neighborhoods.

In coordination with the Nacogdoches Economic Development Corporation, the City of Nacogdoches may establish targeted programs to accomplish one or more of the above objectives. Examples of such programs include, but are not limited to:

- Special incentive programs within defined areas of the City to promote infill development or adaptive reuse of buildings in targeted neighborhoods
- Grants to offset costs associated with public infrastructure improvements
- Targeted retail and/or entertainment sector recruitment
- Targeted recruitment aimed at sectors directly related to programs at Stephen F. Austin State University
- Capital grants for technological innovation resulting in higher wage job growth
- Grants to offset costs associated with increased partnership and production between two existing businesses

Eligible projects:

Land, buildings, equipment, facilities, improvements and expenditures related to:

- Advanced manufacturing, research and development, healthcare, information technology, aviation, corporate headquarters, and distribution centers
- Job training for primary jobs.
- Clean up of contaminated project sites.
- Infrastructure assistance for retail and commercial projects.
- City utilities and site improvements.
- Projects improving quality of life, including parks, professional and amateur sport facilities, tourism and entertainment facilities, housing and other improvements or expenditures promoting new or expanded business activity creating or retaining primary jobs.
- Other projects approved by City Council.

Determination of Incentives:

Determination of incentive level predicated upon a cost benefit analysis and take into account direct and indirect economic benefits accruing to City and/or Nacogdoches County. Additional consideration may be given to projects implementing one or more of the following points if the project will:

- Occupy a building that has been vacant for at least 5 years
- Create high-skilled, high-paying jobs as documented by the applicant and vetted by the
- Involve a significant relationship with Stephen F. Austin State University, as qualified by Stephen F. Austin State University
- Provide knowledge-based jobs
- Incorporate significant environmentally sustainable practices including: LEED certification (or equivalent), recycling initiatives, manufacture of sustainable materials, or incorporation of clean technology
- Primarily source all goods and services from Nacogdoches County or serve as a primary resource for an existing business in Nacogdoches County
- Utilize a sales tax situs keeping all available sales tax receipts in the City of Nacogdoches.
- Relate to a certified minority or woman owned business.

Incentives can take the form of reimbursement for infrastructure improvements, cash bonuses for capital improvements, bonuses for job creation, assistance with job training, tax abatements and loan guarantees.

After submission of required information, City shall have a cost benefit analysis performed to determine return on investment for various levels of incentives. As with any guidelines, this policy is designed to apply in majority of cases and City Council reserves right to interpret and apply guidelines. Each project is handled on a case by case basis and this policy does not obligate City to participate in any project. These guidelines can be modified or terminated at sole discretion of City Council.

Criteria for Potentially Eligible Advanced Manufacturing, Research and Development, Recycling, Healthcare, Information Technology, Corporate Headquarters, Aviation and Distribution Centers:

- \$1,000,000 or more in increased valuation, and/or
- Increase/Retain employment of 10 full time jobs and benefits, or 20 part time jobs.

Criteria for Potentially Eligible Retail or Commercial Projects:

- Developers of retail and mixed use project may apply for infrastructure reimbursement.
- Development will have assessed valuation of at least \$3,000,000.

Criteria for Small Business Projects:

- Project must enhance employee skillset, enable purchase of new equipment to significantly increase capacity of the business, increase safety of structure the business is located in, improve physical appearance and/or marketability of business
- At least \$5,000 in project costs
- Increase/Retain employment of 4 full time jobs and benefits, or 8 part time jobs.

Application Procedures:

Required for submission:

- History of company and principals, with biographies.
- Projections of operations to include capital investment (assessed valuation), jobs, wages and sales tax generated; aka proforma.
- Projection of employment, wage rates and percentage of employees who will be Nacogdoches residents.
- Businesses and developers may, at their option, submit a letter stating impact on project without City incentives.
- Disclosure of incentives applied for, or provided by, City, County and/or State.

Submission review process:

- Initial review for completeness by Economic Development Director – within 5 business days of receipt of application
- Economic Investment Review Committee review and recommendation – within 30 days of receipt of completed application
- City Manager review and comment – within 45 days of receipt of completed application
- Attorney review and approval as to form – within 90 days of receipt of completed application
- City Council consideration – within 100 days of receipt of completed application

Basic Project Requirements:

- Executed performance/incentive contract provided by City.
- Detailed invoices and receipts incurred must be provided for reimbursement.
- Documentation of employment for employment compensation to be paid.
- Documentation of employee residency in order for residency to be considered.
- Must maintain membership in Nacogdoches Economic Development Corporation.

Definitions and Assumptions:

- Full time employment is at least 35 hours per week.
- Part time employment is at least 20 hours per week.
- Benefits are defined as access to group health insurance.
- Competitive wage rates for all jobs in area as determined by Texas Workforce Commission.
- Economic Investment Review Committee shall be comprised of the Officers and Executive Committee of the Nacogdoches Economic Development Corporation.
- Reimbursement for public infrastructure would be made upon acceptance of improvements by City.
- Private infrastructure reimbursement upon issuance of certificate of occupancy.
- Additional payments of other types (payment per job created, tax reimbursement, etc.) upon completion and acceptance of an annual report which shows satisfactory completion of performance measures as agreed upon in Chapter 380 agreement.

Approved by City Council August 3, 2021

PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Consider approval of a resolution creating a Chapter 380 Economic Development Program and authorizing agreement by and between the City of Nacogdoches and Kim Crisp regarding renovation of a building at 124 East Main Street. (Economic Development Director)

SUMMARY/BACKGROUND: Kim Crisp has proposed to renovate 124 East Main Street (Wettermark Bank building) for use as a restaurant on the first floor and 3 loft apartments on the second floor. Mr. Crisp has signed a lease with a restaurant to occupy the first floor. Mr. Crisp anticipates capital expenditures to reach \$1 million. The property's 2022 tax valuation was \$100,000. The restaurant anticipates employing 17 people.

The attached 380 agreement provides a reimbursement of \$8 per square foot of building space. This is the approximate cost of the fire suppression system for the project. Mr. Crisp may request the rebate upon completion of the restoration and receipt of a certificate of occupancy.

In exchange for the reimbursement, Mr. Crisp is agreeing to grant the City a facade easement. A facade easement is a legal document which enables the grantee (in this case the City) interest in the preservation of the facade of the building. This allows the City the ability to take steps to physically preserve the facade of the building, should the owner ever fail to do so.

FINANCIAL:

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

Account No.: 12.75.630.70

Account Name: *Economic Development Fund*

Amount: \$36,336

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

Downtown Entertainment and Destination District , Economic Development

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

ATTACHMENTS: 1. Resolution
2. 380 Agreement

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1326-02-23**

A RESOLUTION CREATING A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND APPROVING AND AUTHORIZING AGREEMENT BY AND BETWEEN THE CITY OF NACOGDOCHES AND KIM AND ANGELA CRISP REGARDING RENOVATION OF THE STRUCTURE LOCATED AT 124 EAST MAIN STREET.

WHEREAS, the City of Nacogdoches, Texas, (the “City”), possesses the legal and statutory authority under Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to make loans and grants of public funds for the purposes of promoting local economic development, helping eliminate unemployment and underemployment in the City, and stimulating and enhancing business and commercial activity within the City;

WHEREAS, the City finds that the renovation of a long vacant historic structure to provide space for a restaurant and upper floor residences assists in the development and diversification of the economy of the City by adaptively reusing a vacant historic structure, providing space for a new business to create jobs, increasing the activity level of the downtown district by adding a destination for downtown visitors, and increasing the number of downtown residents, and,

WHEREAS, Kim and Angela Crisp (the “Developer”) has agreed to renovate or cause to be renovated, the approximate 4,500 square foot building and associated park, (the “Improvements”) located at 124 East Main Street; and

WHEREAS, the City finds it appropriate to create an economic development program pursuant to Chapter 380 of the Texas Local Government Code to be called the Crisp - Wettermark Economic Development Program to provide, encourage and coordinate public and private investment in renovating 124 East Main Street, the Improvements and any future associated development; and

WHEREAS, the City finds it appropriate to leverage the investment that the Developer is willing to provide to restore the building, encourage more visitors to the downtown area, increase and promote revenue to the City from associated downtown businesses via the attached Crisp - Wettermark Chapter 380 Economic Development Agreement (“Chapter 380 Agreement”), and

WHEREAS, the City has concluded and hereby finds that the Crisp - Wettermark Economic Development Program and this Crisp – Wettermark Chapter 380 Economic Development Agreement clearly promote economic development in the City, and, as such, meet the requirements under Chapter 380 of the Texas Local Government Code and Article III, Chapter 52-a of the Texas Constitution under which the City has the authority to use public funds for public purposes of promoting economic development and stimulating business and commercial activity within the City, and further, is in the best interests of the City and Developer.

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

1. The findings and recitations contained in the preamble of this Resolution are found and declared to be true and correct and are hereby adopted as part of this Resolution.
2. There is hereby established the Crisp - Wettermark Economic Development Program pursuant to Chapter 380 of the Texas Local Government Code.
3. The City Council hereby approves and authorizes the Crisp - Wettermark Chapter 380 Economic Development Agreement in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference.
4. The City Manager is authorized to execute such document and related documents on behalf of the City, and the City Secretary is authorized to attest to all such signatures and the City Attorney is authorized to take all action necessary to enforce all legal obligations as may arise hereunder.
5. This resolution is effective immediately upon its passage.

PASSED AND APPROVED, this the 7th day of February, 2023, by a vote of _____ (ayes) to _____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Vinson, City Secretary

Steven Kirkland, City Attorney

CITY OF NACOGDOCHES, TEXAS

AND

KIM AND ANGELA CRISP

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF NACOGDOCHES, TEXAS**, a Texas home-rule municipality (the "City"), and **Kim and Angela Crisp**, their successors and assigns ("Developer").

RECITALS:

- A.** Developer has agreed to renovate or cause to be renovated, the structure located at 124 East Main Street (the "Project").
- B.** The City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans and grants of public funds for the purposes of promoting local economic development and stimulating and enhancing business and commercial activity within the City.
- C.** The City has established an economic development program which authorizes the City to make such economic development loans and grants.
- D.** The City has determined that a grant of funds to Developer will serve the public purposes of promoting local economic development, helping eliminate unemployment and underemployment in the City, and stimulating and enhancing business and commercial activity within the City.
- E.** The City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and Developer.
- F.** The City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by helping to eliminate unemployment or underemployment in the State, and by the development or expansion of commerce within the State.
- G.** The City desires and agrees to enter into this Agreement with Developer in order to implement the economic development program described herein and shall follow all applicable rules and procedures prescribed by the City's Charter and the laws of the State in providing Developer the economic development incentives described herein.
- H.** Developer desires and agrees to enter into this Agreement with City in order to construct and operate the Project described herein and to create well paying jobs and shall follow the laws of the State of Texas.

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

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of this date, and shall continue until all obligations of both parties are met unless terminated sooner.

SECTION 3. DEFINITIONS.

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

- (a) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean the certificate of occupancy issued by the City for Developer at the Project, which certificate the City shall not unreasonably withhold, condition or delay.
- (b) **Full-Time Equivalent Employment Positions.** The words "Full-Time Equivalent Employment Position" or "Full-Time Employment Equivalent Positions" mean and include a job requiring a minimum of Two Thousand Eighty (2,080) hours of work averaged over a twelve (12) month period, with such hours to include any vacation, sick leave, personal days, and similar time off benefits. Full and part-time worker positions may be aggregated to form a Full-Time Equivalent Position.
- (c) **Personalty.** The word "Personalty" means the tangible personal property, including inventory and supplies, located on the property other than tangible personal property that was located on the Property prior to the period covered by this Agreement, and which is otherwise subject to a tax abatement consistent with section 312.204(a) of the Texas Tax Code, as amended.
- (d) **Program Grant or Program Grant Payment.** The words "Program Grant" or "Program Grant Payment" mean the economic development grants provided by the City to Developer in accordance with this Agreement.
- (e) **Qualified Expenditures.** The words "Qualified Expenditures" mean those expenditures consisting of and contributing to the hard and soft costs associated with the development and construction of the Improvements for the Project including furniture, fixtures, equipment, and public infrastructure.
- (f) **Related Documents.** The words "Related Documents" mean and include without limitation any and all promissory notes, loan agreements, grant agreements, performance agreements, tax abatement agreements, and other instruments and documents, whether now or hereafter existing, entered by and between the City and Developer in connection with this Agreement.
- (g) **Sales and Use Tax.** The words "Sales and Use Tax" or "Sales and Use Taxes" mean the City's municipal sales and use tax, pursuant to Section 321.103(a) of the Texas Tax Code, as amended. The current Sales and Use Tax rate is one percent (1%).
- (h) **State.** The word "State" means the State of Texas.
- (i) **State Comptroller.** The words "State Comptroller" mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.

- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

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

(a) **Construction of the Improvements.**

- i. Developer shall construct or cause to be constructed the Improvements as described on Table 1 below and shall submit to the City invoices, receipts, or other similar documentation for the Qualified Expenditures in a form reasonably acceptable to the City by September 30, 2023.

Table 1

Item	Approximate Qualified Expenditure Not to Exceed
Fire Sprinkler System	\$36,336

- ii. Developer represents that Developer has the present capacity to construct the Improvements. The Improvements shall be completed on or before September 30, 2023. Only those Improvements listed in Table 1 which are completed prior to September 30, 2023 will be considered by the City for reimbursement.
- iii. All Improvements shall be built to the minimum requirements of the International Building Code and International Fire Code, as amended, as adopted by the City of Nacogdoches from time to time, and the current revision of Title 30, Chapters 285 and 290, of the Texas Administrative Code.
- iv. Developer shall complete all necessary improvements and obtain a Certificate of Occupancy on or before September 30, 2023.
- (b) **Façade Easement.**
- (c) Developer grants a façade easement to the City in a form substantially the same as set out in Exhibit A attached to this agreement.
- (d) **Annual Compliance Verification.** Beginning on January 1, 2024 and each January 1st for the following nine years for a total of ten occurrences until January 1, 2033 Developer shall deliver to the City an Annual Compliance verification signed by a duly authorized representative of Developer that shall certify the following:
- (1) The taxable appraised value of the Property and Personalty located on the Property for the applicable prior tax year;
 - (2) The ad valorem taxes paid to the City for the Property and Personalty located on the Property for the applicable prior tax year; and
- (e) **Payment of Ad Valorem Taxes.** Developer, at Developer’s sole cost, covenants and agrees to pay by January 31st of each year all of the real and business personal ad valorem taxes due for the previous tax year on the Property. Developer shall not protest said taxes during the term of this agreement.
- (f) **Performance.** Developer agrees to perform and comply with all applicable terms, conditions, and provisions set forth in this Agreement, and in all other instruments and agreements by and between Developer and the City.
- (g) **Deed of Trust to Secure Performance.** Developer grants to the City a Deed of Trust to secure performance of its obligations under this agreement. The Deed of Trust shall be in a form substantially the same as set out in Exhibit B attached to this agreement.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE CITY.

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

(a) **Program Grant Payments.**

(1) Reimbursement of Qualified Expenditures

- a. The City shall reimburse the Developer the cost for the improvements subject to the not to exceed limitation in Table 1 and any revision thereof to which the City has agreed to in writing and in conformance with the process described in Article VIII Section 106-674, Refunding Procedure, of the City of Nacogdoches Code of Ordinances. The Developer shall initially pay for all cost associated with the design and construction of the facilities described in Exhibit B including, but not limited to, easements, surveying, engineering, materials, and labor. The City will not be responsible for any costs, labor, or materials during the time period prior to the Effective Date of this agreement other than reasonable surveying and engineering costs necessary to prepare this agreement.
- b. The Developer understands and agrees that payment by the City of the agreed reimbursement will be as soon as practical but not to exceed 6 months after the issuance of a Certificate of Occupancy for the Project by the City provided such funds are appropriated by the City.

- (b) **Performance.** The City agrees to perform and comply with all applicable terms, conditions, and provisions set forth in this Agreement, and in all other instruments and agreements by and between Developer and the City.

SECTION 6. EVENTS OF DEFAULT.

- (a) Each of the following shall constitute an Event of Default under this Agreement by Developer:

- (1) **Construction of Qualified Expenditures.** Failure of Developer to provide copies of the invoices, receipts or other documentation to the City regarding the Qualified Expenditures made consistent with Section 4(a) of this Agreement.
- (2) **Certificate of Occupancy.** Failure of Developer to obtain or cause to be obtained a Certificate of Occupancy from the City for the Project consistent with Section 4(b) of this Agreement provided the failure to obtain the Certificate of Occupancy is not due to wrongful or negligent delay or other action or inaction by the City.
- (3) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer.
- (4) **Other Defaults.** Failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or in any of the Related Documents, or failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between the City and Developer, and such failure is not cured within ten (10) days after written notice of the default from the City to Developer.

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

- (1) **Program Grant Payments.** Failure of the City to make the Program Grant Payments consistent with Section 5 of this Agreement within ten (10) days after written notice of the default from Developer to the City.
- (2) **Other Defaults.** Failure of the City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, or failure of the City to comply with or to perform any other term, obligation, covenant, or condition contained in any other agreement by and between the City and Developer, and such failure is not cured within ten (10) days after written notice of the default from Developer to the City.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

If an Event of Default occurs, the non-defaulting party shall give written notice to the other party of the specific Event of Default, and the defaulting party shall have thirty (30) days to cure said default (as to defaults reasonably

curable within such period) or commences to cure alleged default within said thirty (30) days and diligently pursues the cure to its conclusion (as to defaults not reasonably curable within thirty (30) days). In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts of financial assistance provided by the City to Developer to date pursuant to Section 5(a)(1) of this Agreement shall become immediately due and payable by Developer to the City as shown on Table 4 below. In the event the City defaults and is unable or unwilling to cure said default within the prescribed time period, the Developer may terminate this agreement. Defaults by City shall not waive, terminate, or offset repayment obligations of Developer under Section 4(f) or indemnities under Section 8.

SECTION 8. INDEMNIFICATION.

Developer shall indemnify, save, and hold harmless the City, its council members, officers, agents, and employees (collectively, the “indemnitees”) from and against” (i) any and all claims, demands, actions or causes of action that are asserted against any indemnitee if the claim, demand, action or cause of action is a result of or related to Developer’s performance under this agreement, Developer’s tortious interference with contract or business interference, or Developer’s wrongful or negligent use of the City’s financial assistance by Developer or its agents and employees; (ii) any claim, demand, action or cause of action which contests or challenges the legal authority of Developer to enter into this Agreement; and (iii) any and all liabilities, losses, costs, or expenses (including reasonable attorneys’ fees and disbursements) that any indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Section to the City with respect to any of the foregoing arising out of the gross negligence or willful misconduct of any indemnitee or the breach by the City of this Agreement. If any claim, demand, action or cause of action is asserted against any indemnitee, such indemnitee shall promptly notify Developer, and failure to so promptly notify Developer shall release Developer’s obligations under this Section if such failure prejudices Developer’s right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. As so long as no Default or Event of Default shall have occurred and be continuing, if requested by Developer in writing, an indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer’s concurrence thereto.

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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

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

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

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents as follows: that the individual executing this Agreement on

behalf of the City has full authority to execute this Agreement and bind the City to the same; and the Agreement is authorized by State law, including but not limited to, Chapter 380 of the Texas Local Government Code, is within the authority of the City, and constitutes a legal and binding obligation of the City. Developer warrants and represents that the individual executing this Agreement on Developer's behalf has full authority to execute this Agreement and bind Developer to the same.

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

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

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

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

If to Developer: Kim & Angela Crisp
 107 North Pecan
 Nacogdoches, TX 75961
 936-371-9101

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

With a copy to: City of Nacogdoches
 City Attorney
 202 East Pillar Street
 Nacogdoches, TX 75961
 936-559-2503

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

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

(k) **Undocumented Workers.** Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term

of this Agreement, developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement plus interest, at the rate of two and one-half percent (2.5%), not later than the 120th day after the date the City notifies Developer of the violation.

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

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

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

CITY

CITY OF NACOGDOCHES, TEXAS

a Texas home-rule municipality

By: _____
Jimmy Mize, Mayor

Date: _____

ATTEST:

Jan Vinson, City Secretary

APPROVED AS TO FORM:

Steven Kirkland, City Attorney

DEVELOPER:

Kim and Angela Crisp

By: _____
KIM CRISP

Date: _____

By: _____
ANGELA CRISP

Date: _____

Exhibit A

Historic Preservation Easement

This Historic Preservation Easement agreement is made the ____ of _____, 2023, between _____, as GRANTOR of a conservation easement (hereafter referred to as the "Grantor"), and the *City of Nacogdoches, Texas*, a Texas municipal corporation, as GRANTEE of the easement (hereafter referred to as the "Grantee"). This Historic Preservation Easement is a conservation easement agreement under *Texas Natural Resource Code Section 183.001 et seq*, for the purpose of preserving Wettermark Bank Building at 124 East Main Street, a building that is important culturally, historically, and/or architecturally.

1. **The Property.** This agreement creates a conservation easement in real estate. Grantors are the sole owners in fee simple of certain real property which is the site of the Wettermark Bank building located at 124 East Main Street Nacogdoches, Nacogdoches County, Texas, legally described in Exhibits A and B ("the Property"), attached hereto and incorporated by this reference.

The Property possesses significant natural, ecological, and aesthetic values for conservation purposes (collectively, the "Conservation Values") which this conservation easement is designed to protect in perpetuity, and which are of importance to the Parties, to the people of City and County where the Property is located, and to the people of the State of Texas. These Conservation Values include architectural, historic streetscape and historic preservation values as shown or described in Exhibit B.

2. **Grant of conservation easement.** In consideration of the sum of \$36,336 received in assistance from the City, the Grantor hereby grants to the Grantee a conservation easement in the Property for the purpose of assuring preservation of the Property and the Conservation Values described in this easement.

3. **Conditions of easement:**

1. *Duration.* This conservation easement, with its rights and privileges, shall be perpetual.
2. *Documentation of condition of the **Property** at time of grant of this easement.* In order to make more certain the full extent of Grantor's obligations and the restrictions on the Property, and in order to document the nature and condition of the Property, including significant elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit "B" at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the Property. To complement Exhibit "B", Grantee and/or the Grantor personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, or electronic image files saved as high resolution images, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's files for the Property.
3. *Duty to maintain the Property.* The Grantor agrees to maintain and repair the buildings and other improvements and to preserve the architectural, historical, and/or archeological integrity of the Property and its materials to protect those Conservation Values described in this Easement Agreement, specifically those listed or described in

Exhibit B. The Grantor further agrees to assume the cost of continued maintenance and repair of the fire suppression equipment installed in the Property.

4. Grantor shall bear all costs and liabilities related to the operation and maintenance of the Property, including the payment of all real property taxes and assessments levied on the Property. Grantor shall indemnify Grantee and hold Grantee harmless from these costs and liabilities.
5. *Restrictions on activities that would affect historically significant components of the Property.* The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit "B." Exterior construction materials, architectural details, form, fenestration, scale, and mass should not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties*, *City of Nacogdoches Building Code* and the *City of Nacogdoches Preservation Ordinance* (hereinafter referred to as the "Standards").
6. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant archeological resources identified on the Property without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's applicable *Standards for Archeology and Historic Preservation*.

Maintenance of recovered materials. The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.
7. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
8. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Property the easement holder shall be granted access to the Property with no prior notice.
9. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee (*or State Historic Preservation Office if another organization is holding the easement*).

4. **Easement shall run with the land; conditions on conveyance.** This conservation easement shall run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Property, the Property, or any part thereof.
5. **Casualty Damage or Destruction.** In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor or within the time limits set out in the City of Nacogdoches Historic Preservation Ordinance whichever is shorter.

If after reviewing the condition of the Property, the Grantee determines that the Property no longer possesses the Conservation Values protected by this Agreement, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction of the Conservations Values is caused by the gross negligence or other deliberate actions or inactions of the Grantor or successor owner, then the Grantee shall recover, at a minimum, the consideration referenced above, together with interest from the date of payment of Consideration. The rate, the method and manner of accrual, shall be the same as prescribed in Texas Finance Code Chapter 304 for Judgment Interest.

6. **Enforcement.** The Grantee and the State of Texas shall have the right to prevent and correct violations of the terms of this conservation easement. If the Grantee or the State, upon inspection of the Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction, or to enter the Property to repair, maintain, and restore the building, the exterior of any buildings and other improvements located on the Property to correct such violations, all at the expense of the Owner.

Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action.

Should Grantee choose to repair, maintain, or restore the property, Grantor hereby agrees to pay within 10 days of demand, any and all expenses incurred to repair or maintain the Property.

If Grantee incurs expenses to repair, maintain, and restore the building, the exterior of any buildings and other improvements located on the Property, Grantor agrees and grants to Grantee a lien against the Property which is secured by a Deed of Trust executed and filed

contemporaneously with this easement. The lien is extinguished if Grantor or another person having an interest in the legal title to the property reimburses Grantee for the expenses. The lien arises and attaches to the property at the time a notice of the lien is recorded and indexed in the office of the county clerk in the county in which the property is located. The notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal description of the real property on which the building was located, the amount of expenses incurred by the Grantee, and the balance due.

If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue an injunction requiring the Grantor to restore the Subject Property to a condition that would be consistent with Conservation Values described in this agreement.

In any case where a court finds that a violation has occurred, the court shall require the Grantor to reimburse the Grantee and/or the Texas Attorney General for all the expenses incurred by Grantee or the State in stopping, preventing, and/or correcting the violation, including, but not limited, to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

7. ***Effective date; severability.*** This conservation easement shall become effective when filed by the Grantor in the deed records of Nacogdoches County, Texas with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.
8. ***Amendments.*** The parties may by mutual written agreement jointly amend this conservation easement, provided the amendment shall be consistent with preservation purpose of this conservation easement and shall not reduce the regulatory controls listed in the conditions of this conservation easement. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the *County* County Recorder.

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument. In witness whereof, Grantor and Grantee have set their hands under seal on the days and year set forth below.

Grantor:

By: _____
Name and Title

STATE OF TEXAS

County of Nacogdoches

[Type here]

Exhibit A

[Type here]

This instrument was acknowledged before me on the _____ day of _____, 20____, by
_____.

NOTARY PUBLIC, STATE OF TEXAS

Grantee:

By: _____
Name and Title

STATE OF TEXAS

County of Nacogdoches

This instrument was acknowledged before me on the _____ day of _____, 20____, by
_____.

NOTARY PUBLIC, STATE OF TEXAS

DEED OF TRUST TO SECURE PERFORMANCE

**THE STATE OF TEXAS
COUNTY OF NACOGDOCHES**

KNOW ALL MEN BY THESE PRESENTS:

That, **Kim and Angela Crisp** (hereinafter referred to as "Grantor"), whose mailing address is 107 North Pecan, Nacogdoches, Nacogdoches County, Texas 75961, for the purpose of securing the obligations and liabilities hereinafter described, and in consideration of the sum of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Larissa Philpott Brown, Trustee, of Nacogdoches County, Texas, and her substitutes or successors, all that certain property described and/or depicted in **Exhibit "A"** which is attached hereto and incorporated herein by reference, together with, all and singular, the rights, privileges, hereditaments, appurtenances and all proceeds in anywise incident or appertaining to or arising from the property hereinabove described (all such property being conveyed being herein collectively referred to as "the Property").

TO HAVE AND TO HOLD the Property, together with the rights, privileges and appurtenances thereto belonging, unto the said Trustee and to his substitutes or successors forever and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the Property unto the said Trustee, his substitutes or successors and assigns forever, against the claim or claims of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST for the following purposes:

The City of Nacogdoches, Texas, a Texas municipal corporation, (hereinafter referred to as "Beneficiary"), whose mailing address is: City Manager, P.O.Box 635030, Nacogdoches, Texas 75963-5030, in reliance on this Deed of Trust and the agreements contained herein, and in reliance on the covenants and agreements of Grantor made in an Economic Development Agreement dated_____, 2023, between Beneficiary and Grantor, is committing to make certain grants for economic development purposes to Grantor, and is also committing both to take certain actions and forego other actions, in order to facilitate the development by Grantor of the Property as a restaurant and other residential and commercial uses, and Grantor is executing and giving this Deed of Trust conveying the Property in trust to secure the full and timely payment and performance of all of Grantor's obligations and liabilities under the above-referenced Development Agreement and the attached Façade Easement hereinafter referred to as "the Contract" and which Contract with all its obligations and liabilities are hereinafter referred to collectively as "the Obligations" and are incorporated herein by reference). Grantor covenants to promptly pay and perform the Obligations in the manner and at the time provided for in the Contract. Time is of the essence with regard to Grantor's payment and performance of the Obligations.

Should Grantor timely perform and pay all of the Obligations as provided by said Contract, then this conveyance shall become null and void and of no further force and effect, and shall be released by the Beneficiary.

Grantor shall be in default hereunder if (i) Grantor fails to timely pay and perform the Obligations; or (ii) Grantor breaches any covenant or obligation contained herein (any such failure or breach being referred to hereinafter as "Default").

Upon the occurrence of a Default, and a failure by the Grantor to fully cure such Default prior to the expiration of the notice and cure period provided for herein, Beneficiary may elect, without waiving such Default, to pay or perform all or any part of the Obligations which are in Default and may perform any covenant contained herein which Grantor has failed to perform. All sums expended by Beneficiary shall be secured by this Deed of Trust and Grantor agrees to repay any and all such sums to Beneficiary on demand, together with interest thereon at the rate of five percent (5%) per annum or the highest lawful rate, whichever is less.

In the event of a Default, and a failure by the Grantor to fully cure such Default prior to the expiration of the notice and cure period provided for herein or under the Contract, it shall thereupon or at any time thereafter, be the duty of the Trustee, or her successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this Deed of Trust, and after advertising the time, place and terms of the sale of the above-described and conveyed Property for at least twenty-one (21) calendar days preceding the date of sale by posting written or printed notice thereof at the courthouse door of the county wherein the Property to be sold is situated, which notice may be posted by the Trustee acting, or by any person for him, and if then required by applicable law of the State of Texas, notice of the proposed sale shall be given also by filing at least twenty-one (21) calendar days before the date of the sale, a copy of such notice in the office of the county clerk of the county wherein the Property to be sold is situated, which notice may be filed by the Trustee acting, or any person for him, and the Beneficiary (or other holder of the indebtedness secured hereby) shall, at least twenty-one (21) calendar days preceding the date of sale, serve written or printed notice of the proposed sale by certified mail on Grantor according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to Grantor at Grantor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service and the Trustee shall sell the Property at public auction in accordance with such notice at the courthouse door of the county where such Property is situated on the first Tuesday in any month between the hours of ten o'clock a.m. and four o'clock p.m. to the highest bidder for cash, and make due conveyance to the purchaser or purchasers, with general warranty binding Grantor, its successors and assigns. Out of the proceeds received from such sale, the Trustee shall pay, first, all reasonable expenses of advertising the sale and making the conveyance, including a reasonable commission to himself and, to Beneficiary, the full amount of all sums then owing to Beneficiary under the terms hereof and under the Contract, rendering the balance of the sales price, if any, to the person or persons legally entitled thereto. The recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence that the prerequisites to said sale are therein stated and all prerequisites to said sale shall be presumed to have been performed; such sale and conveyance shall be conclusive against Grantor, its successors and assigns.

No previous attempts by the Trustee to perform the Trustee's duties as described herein shall exhaust the right of the Trustee or any substitute trustee in the event of any subsequent default hereunder and to thereafter enforce this Deed of Trust at the request of Beneficiary, and make sale of the Property as herein provided.

Beneficiary shall have the right to bid for the Property at any sale of the Property hereunder, and to purchase the Property provided Beneficiary is the highest bidder, and Beneficiary shall be entitled to have any amounts owed Beneficiary by Grantor credited to or against Beneficiary's bid in the event Beneficiary so purchases the Property. Such amount of money shall not be considered a penalty, but shall be deemed as reasonable damages for then-current value of the Obligations still outstanding, and the damages incurred by Beneficiary due to Grantor's default. Notwithstanding anything herein to the contrary, it is agreed that the payment of the balance of the obligations will entitle Grantor, or its assigns, to receive a release of the lien created by this Deed of Trust to Secure Performance.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the full and final payment and satisfaction of the indebtedness and obligations secured hereby and each substitute and successor trustee shall succeed to all of the rights and powers of the original Trustee named herein. Wherever the word "Trustee" shall appear herein, it shall also mean any substitute trustee so appointed hereunder.

Grantor warrants and represents to Beneficiary that the Property is unencumbered as of the date hereof and is subject to no restrictions, easement, reversioners or conditions, except as set forth in **Exhibit B** attached hereto. Grantor covenants and agrees that until this Deed of Trust is released of record, it will create no restrictions, conditions or other title exceptions which would have a material adverse effect on the fair market value of the Property.

Grantor further covenants and agrees to (i) pay before delinquency any taxes or assessments, if any, levied against the Property, and (ii) maintain the priority of the lien created by this Deed of Trust as a first and superior lien against the Property. Beneficiary shall have the right, but not the obligation, to advance any sums to pay any delinquent taxes or assessments or to pay any lien on the Property, but such payment by Beneficiary shall not cure the Default by Grantor hereunder, and Grantor shall reimburse Beneficiary on demand for all sums as expended by Beneficiary, plus interest thereon at the rate of ten percent (10%) per annum or the highest lawful rate, whichever is less.

In the event a Default by Grantor should occur hereunder, Beneficiary shall give Grantor written notice and an opportunity to cure such Default. If the Default is a monetary Default, the cure period shall be fifteen (15) calendar days. If the Default is a non-monetary Default, the cure period shall be thirty (30) calendar days, provided, however that the cure period for the failure, neglect, breach or default of any non-monetary term or obligation under this Deed of Trust which is not susceptible of being cured within thirty (30) days shall be extended beyond such thirty (30) calendar days and not deemed a default if (i) Grantor commences the cure of any such failure within the 30-day cure period, and (ii) having commenced, Grantor diligently prosecutes the curing thereof to completion. All cure periods commence on the day that written notice is given to Grantor. Written notice is deemed to have been given upon the earlier of (i) actual receipt, (ii) the first business day following the deposit with a nationally-recognized overnight courier or delivery service, such as Federal Express or UPS, or (iii) three (3) business days after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid. "Business day" means every day except Saturdays, Sundays and any other day on which banks are not open for business in Nacogdoches, Texas.

Grantor and Beneficiary may agree to revise this Deed of Trust to Secure Performance to release the lien at an earlier date or make other revisions should both parties agree that such amendment would be mutually beneficial to both parties.

Provided Grantor meets its duties and obligations hereunder and under the contract for the first ten (10) years from the date a certificate of occupancy is issued to Grantor, Grantor shall be entitled to and Beneficiary shall give a partial release this Deed of Trust to Secure Performance of the obligations under the Economic Development Agreement except those set out in the Façade Easement.

The term "Grantor" as used in this instrument also includes all of the successors-in-interest of Grantor to all or any of the Property, and the provisions of this Deed of Trust to Secure Performance run with the land.

The person executing this Deed of Trust warrants and represents to Beneficiary that he has been duly authorized to execute this Deed of Trust and to bind Grantor hereunder.

Executed this day of _____, 2023.

GRANTORS:

Kim Crisp

Angela Crisp

STATE OF TEXAS
COUNTY OF NACOGDOCHES

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

Notary Public

STATE OF TEXAS
COUNTY OF NACOGDOCHES

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

Notary Public

EXHIBIT A

EXHIBIT B



City Council Meeting

Date: February 7, 2023

Agenda Item: 6.F.

PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Consider an ordinance amending Ordinance No. 1929-09-22 appropriating various amounts in accordance with budget adopted for ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023 in the amount of \$36,336 for the reimbursement of installation of a fire sprinkler system at 124 East Main Street. (Economic Development Director)

SUMMARY/BACKGROUND: This is the associated budget amendment for the Crisp - Wettermark Chapter 380 agreement.

FINANCIAL:

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

Account No.: 12.75.630.70

Account Name: *Economic Development Fund Non-Departmental*

Amount: \$36,336

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

Downtown Entertainment and Destination District, Economic Development

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

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

WHEREAS, Kim and Angela Crisp (the "Developer") has agreed to renovate or cause to be renovated, the approximate 4,500 square foot building and associated park, (the "Improvements") located at 124 East Main Street; and

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

WHEREAS, the City finds that the renovation of a long vacant historic structure to provide space for a restaurant and upper floor residences assists in the development and diversification of the economy of the City by adaptively reusing a vacant historic structure, providing space for a new business to create jobs, increasing the activity level of the downtown district by adding a destination for downtown visitors, and increasing the number of downtown residents, and,

WHEREAS, Kim and Angela Crisp (the "Developer") has agreed to renovate or cause to be renovated, the approximate 4,500 square foot building and associated park, (the "Improvements") located at 124 East Main Street; and

WHEREAS, the City finds it appropriate to create an economic development program pursuant to Chapter 380 of the Texas Local Government Code to be called the Crisp - Wettermark Economic Development Program to provide, encourage and coordinate public and private investment in renovating 124 East Main Street, the Improvements and any future associated development; and

WHEREAS, the City finds it appropriate to leverage the investment that the Developer is willing to provide to restore the building, encourage more visitors to the downtown area, increase and promote revenue to the City from associated downtown businesses via the attached Crisp - Wettermark Chapter 380 Economic Development Agreement ("Chapter 380 Agreement"), and

WHEREAS, the City has concluded and hereby finds that the Crisp - Wettermark Economic Development Program and this Crisp – Wettermark Chapter 380 Economic Development Agreement clearly promote economic development in the City, and, as such, meet the requirements under Chapter 380 of the Texas Local Government Code and Article III, Chapter 52-a of the Texas Constitution under which the City has the authority to use public funds for public purposes of of promoting economic development and stimulating business and commercial activity within the City, and further, is in the best interests of the City and Developer.

WHEREAS, with the adoption of this ordinance, the Economic Development Department is authorized to proceed with reimbursement to Kim and Angela Crisp of up to \$36,336 upon receipt of a request for reimbursement and final inspection and approval of improvements.

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

Fund	Dept.	Acct.	Department	Description	Amt.
12	75	630.70	Eco Dev Fund Non-Departmental	Reimbursement for fire suppression system	\$36,336

PASSED AND APPROVED this the 7th day of February, 2023.

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: Steve Bartlett, Public Works Director

ITEM/SUBJECT: Consider approval of a Developer Agreement between the City of Nacogdoches and Plaza Street Fund 271, LLC for a water line extension along North Street.
(Public Works Director)

SUMMARY/BACKGROUND: In accordance with Chapter 106, Article VIII of the Nacogdoches Code of Ordinances, a Developer may request reimbursement for the design and construction of up to 500 feet of a water or sanitary sewer main line that can be extended for public use. Plaza Street Fund 271, LLC has proposed to extend a new 6" water line along North Street to provide water and fire protection service for their new Freddy's Frozen Custard & Steakburgers restaurant, to be located at 3720 North Street. The current water tap for this property is too small and the water main is under the pavement on North Street. New taps are nearly impossible. This design will extend a new 6" line from Wortham Drive to the site and include a new hydrant for additional fire protection in the near area.

The design of any public utility extension must meet City and State standards, be inspected by the City during construction, and pass all final testing before the Developer can request reimbursement. The Developer must follow all State purchasing requirements for public bidding.

Plaza Street Fund 271, LLC is requesting approval of a Developer Agreement, which is a document that has been drafted in general form by the City and approved in form by the City Attorney. This Agreement outlines the procedures and requirements for the utility extension work and quantifies the maximum costs that could be requested for reimbursement. The final reimbursement amount will be based on actual bid costs. Plaza Street Fund 271, LLC is requesting approval of a maximum not-to-exceed reimbursement of \$86,709.

Funds are available for this agreement in the current budget.

FINANCIAL:

Item is budgeted:

Account No.: 31.179.03

Account Name: *Utility Fund Water CIP*

Amount: \$86,709

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

Infrastructure

CITY CONTACT: Steve Bartlett, Director of Public Works
bartletts@nactx.us

936-559-2522

- ATTACHMENTS:**
1. Developer Agreement Plaza Street Fund 271
 2. Exhibit A Utility Ext Plans
 3. Exhibit B Overall Area Plan
 4. Exhibit C Cost Estimate
 5. PowerPoint Presentation

CONTRACT FOR UTILITY INSTALLATION

STATE OF TEXAS

COUNTY OF NACOGDOCHES

This contract and agreement ("Agreement") is made and entered into this ____ day of _____, 2023 ("Effective Date"), by and between the City of Nacogdoches (the "CITY") and the party designated herein as "DEVELOPER".

Parties: "City" is the City of Nacogdoches, Texas, a municipal corporation
P. O. Box 635030, Nacogdoches, Texas 75963-5030

"DEVELOPER": **Plaza Street Fund 271, LLC**,
a Kansas limited liability company

Address:
2400 w 75TH St.
Suite 220
Prairie Village, KS 66208

Project: Potable water line

- Facilities**
1. Project Location within the City of Nacogdoches:
3720 North St.,
Nacogdoches, TX 75961
 2. Engineer's drawing of utility extension and project area attached as Exhibit "A".
 3. Schematic Exhibit of utility extension project area attached and incorporated as Exhibit "B" and revisions thereto.
 4. Cost estimate sealed by a Professional Engineer licensed by Texas attached and incorporated as Exhibit "C" and revisions thereto.
 5. Tentative schedule for bidding and construction period:
Design.....11-22-22
Bidding.....TBD
Start of Construction.....First quarter of 2023
 6. All facilities will be located in the public right of way of North Street as detailed in Exhibits A, B and the Permit required by the Texas Department of Transportation.

STANDARDS: **DRAWINGS, COST ESTIMATES, BIDDING AND CONSTRUCTION MUST MEET ALL STATE AND CITY BIDDING AND CONSTRUCTION STANDARDS TO QUALIFY FOR REIMBURSEMENT, ACCEPTANCE FOR OWNERSHIP AND MAINTENANCE AND SERVICE.**

Now, therefore, in the consideration of the mutual covenants and agreements herein contained, CITY agrees to accept the constructed Facilities and process domestic wastewater from DEVELOPER'S service area and DEVELOPER agrees to pay for processing upon the terms and conditions and for the considerations hereinafter set forth, to-wit:

1. TERMS AND CONDITIONS

1.1 DEVELOPER shall provide "as built" drawings to the CITY upon completion of the project to show the exact location of Facilities. DEVELOPER warrants that there are no liens, mortgages, undivided interests or other encumbrances on the Facilities as of completion and that it has the right to convey the Facilities to the City free and clear and does hereby do so. The City shall be responsible to provide any permits and notifications to TXDOT as may be required in connection with the construction of the Facilities. "Final Acceptance" shall mean the date that the City accepts the Facilities in writing and provides a copy thereof to Developer.

1.2 For a period of one year following Final Acceptance of the Project in writing by the City, the Developer warrants that all materials used for the construction of the Facilities under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and built in conformance with CITY specifications, this Agreement, Exhibits A, B, the Permit required by Texas Department of Transportation, and recognized industry standards and based upon DEVELOPER'S information and belief, are in good repair and free of defects or leaks. DEVELOPER shall be responsible for construction of the Facilities in compliance with current TCEQ requirements up to the Final Acceptance.

2. CONNECTIONS TO THE UTILITIES

2.1 The DEVELOPER understands and agrees that any connections made to the Facilities will be considered as individual customers and will receive individual billings for utility services in accordance with the prevailing rate schedule.

3. REIMBURSEMENT FOR FACILITIES

3.1 The DEVELOPER shall initially pay for all cost associated with the acquisition, design and construction of the facilities including, but not limited to, easements, surveying, engineering, materials and labor. The CITY will not be responsible for any costs, labor or materials during the time period prior to the date this Contract is signed by both City and DEVELOPER other than reasonable surveying and engineering costs necessary to prepare this Contract.

Pursuant to the terms of City of Nacogdoches Code of Ordinances, Article VIII, Extension of Water and Sanitary Sewer Systems, as such may be amended, the CITY shall reimburse the DEVELOPER the cost for the Facilities as shown in the cost estimate and any revision thereof to which the City has agreed in writing.

3.2 The DEVELOPER understands the request for reimbursement from the City will require the submission and verification of all appropriate associated costs for easements, engineering, surveying, labor and materials. Reimbursement will also require a Certificate of Construction Completion sealed by a registered Texas Professional Engineer and written acceptance.

3.3 The DEVELOPER understands and agrees that payment by the City of the agreed reimbursement will be as soon as practical but not to exceed 6 months after Final Acceptance by the City provided such funds are appropriated by the CITY.

4. TERMINATION

4.1 This contract may be terminated in whole or in part by mutual consent of DEVELOPER and CITY at any time prior to acceptance of the project by the CITY.

Notwithstanding anything contained herein to the contrary, any material breach by either party hereto to perform any of the duties or the obligations assumed by such party hereunder or to faithfully keep and perform any of the terms, conditions and provisions hereof shall be cause for termination of this agreement by either party in the manner set forth in this paragraph. The following breaches, defaults or failures to perform a duty or obligation shall be considered to be a material breach:

- a. Failure by DEVELOPER to complete the construction of the facilities in such a condition that satisfies all written City Policies or Ordinances, and Chapter 217 of the Texas Commission on Environmental Quality rules.
- b. Breach by either party of any term of this contract.

4.2 The Parties agree to give each other reasonable written notice, agreed to be (30) thirty days written notice of proposed breaches, defaults or failures to perform prior to declaration of default. Without respect to whether or not a breach hereof is a material breach or a non-material breach and without respect to any cure of such breach, a second breach of the same nature, within (1) one year, violating any term or condition herein shall entitle the non-breaching party, after two (2) months written notice provided and without liability whatsoever on the part of the terminating party, to declare this agreement terminated. In event of termination of this agreement, all rights, powers and privileges of either party hereunder cease and neither party shall make a claim of any kind whatsoever against the other, its agents or representatives, by reason of such termination or act incident thereto.

4.3 Any failure by either party to so terminate this agreement or the acceptance of any benefits under this agreement for any period of time after such material breach, default or failure by the other party shall not be determined to be a waiver of any rights to terminate this agreement for any subsequent material breach, default or failure.

4.4 This Contract shall remain in effect for a term of (5) years from the date of the Agreement, unless terminated as outlined above. This Contract shall automatically renew upon each successive five (5) year anniversary unless the party wishing to terminate provides written notice to the other at least ninety (90) days prior to the next renewal date.

5. OWNERSHIP AND LIABILITY

5.1 No provision of this agreement shall be construed to create any type of joint or equity ownership of any property (other than that property herein transferred to CITY which shall be solely the property of the CITY) herein, any partnership or joint venture, nor shall same create any other rights or liabilities and DEVELOPER payments (whether past, present, or future) shall not be construed as granting DEVELOPER partial ownership of, pre-paid capacity in or equity in the CITY system.

5.2 Contracts made and entered into by either DEVELOPER or CITY for the construction, reconstruction or repair of any receiving facility shall include the requirement that the independent contractor(s) must provide adequate insurance protecting both the DEVELOPER and CITY as co-insureds. Such contract must also provide that the independent contractor(s) covenant to Indemnify, to the extent allowed by law, hold harmless, and defend both the DEVELOPER and CITY against any and all suits or claims for damages of any nature arising out of the performance of such contracts.

6. FORCE MAJEURE

6.1 If by any reason of force majeure either party hereto shall be rendered unable, wholly or in part to carry out its obligations under this agreement, other than the obligation of the DEVELOPER or CITY to make payments required under the terms hereof, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6.2 The term "force majeure", as employed herein shall mean acts of God, strikes, terrorism, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and public, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, partial or entire failure of a City utility system.

7. NOTICES

7.1 Any notices, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing to the address of the Parties set out on Page 1.

The parties hereto shall indicate in writing any change that may occur in such respective addresses from time to time.

8. INSPECTION AND AUDIT

8.1 Complete records and accounts required to be maintained by each party hereto shall be kept for the period required by the State of Texas for retention of such records. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours; and further, if required by any law, rule or regulation, make said records and accounts available to federal and / or state auditors.

9. MISCELLANEOUS

9.1 This agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

9.2 The parties both agree to make in writing and abide by any changes in this agreement made necessary by any new amended or revised state or federal regulation.

9.3 Provisions of this contract may be modified or altered by mutual agreement reduced to writing and both parties signing after being properly authorized by the governing bodies of both parties.

10. WAIVER, REMEDY AND SEVERABILITY

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

10.2 In addition to any other remedy as may be provided by law, this agreement shall be specifically enforceable by the parties hereto. Venue for any action shall be in Nacogdoches County, Texas.

10.3 It is agreed that, in the event any term or provision herein contained is held to be invalid by any court or competent jurisdiction the invalidity of such term or provision contained herein, this agreement shall then continue as if such invalid term or provision had not been contained herein.

10.4 It is agreed that the signing of this contract supersedes all prior contracts and understandings with the CITY relating to the wastewater system other than past due payments of predecessors in title.

10.5 This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original but all of which when taken together shall constitute but one and the same instrument. Counterpart signatures delivered by facsimile or PDF via email transmission shall be deemed to be originals for purposes of this Agreement.

[SIGNATURES FOLLOW]

IN TESTIMONY WHEREOF, after proper action by the respective governing bodies of the parties hereto, we have caused these presents to be executed in quadruplicate copies, each of which is considered to be an original and the seals of the respective parties to be affixed on the date above written.

Signed the _____ day of _____, 20__.

City of Nacogdoches

ATTEST:

City Secretary

By: _____
Mayor

(Seal)

Developer:

Plaza Street Fund 271, LLC
a Kansas limited liability company

By: Plaza Street Partners, LLC,
a Kansas limited liability company
its Manager

By: _____
Bret Elliott, President

THE STATE OF KANSAS

COUNTY OF JOHNSON

This instrument was acknowledged before me on the _____ day of _____,
20____, by Bret Elliott, President of Plaza Street Partners, LLC , the Manager of Plaza Street
Fund 271, LLC, on behalf of said company.

[STAMP]

NOTARY PUBLIC, STATE OF KANSAS
print name:_____
My commission expires:_____

EXHIBIT A

Engineer's drawing of utility extension and project area

[See Attached]

EXHIBIT B

Schematic Exhibit of utility extension project area

[See Attached]

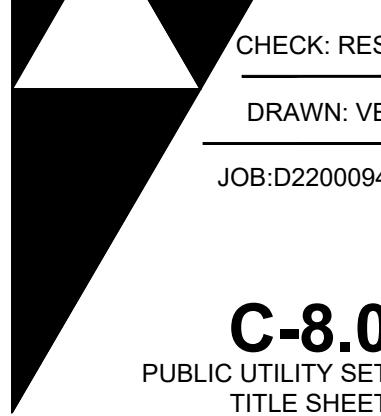
EXHIBIT C

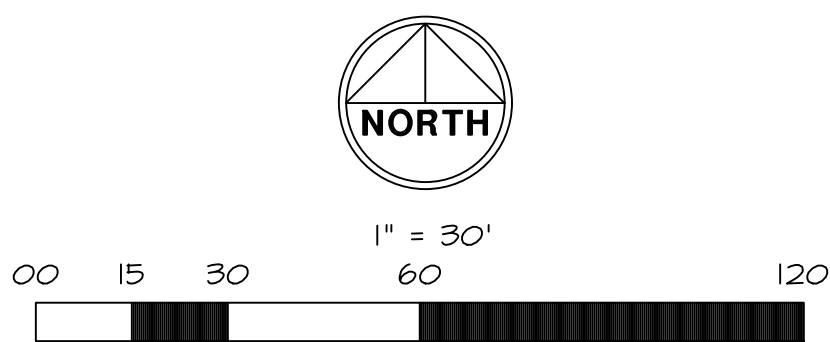
Cost estimate sealed by a Professional Engineer

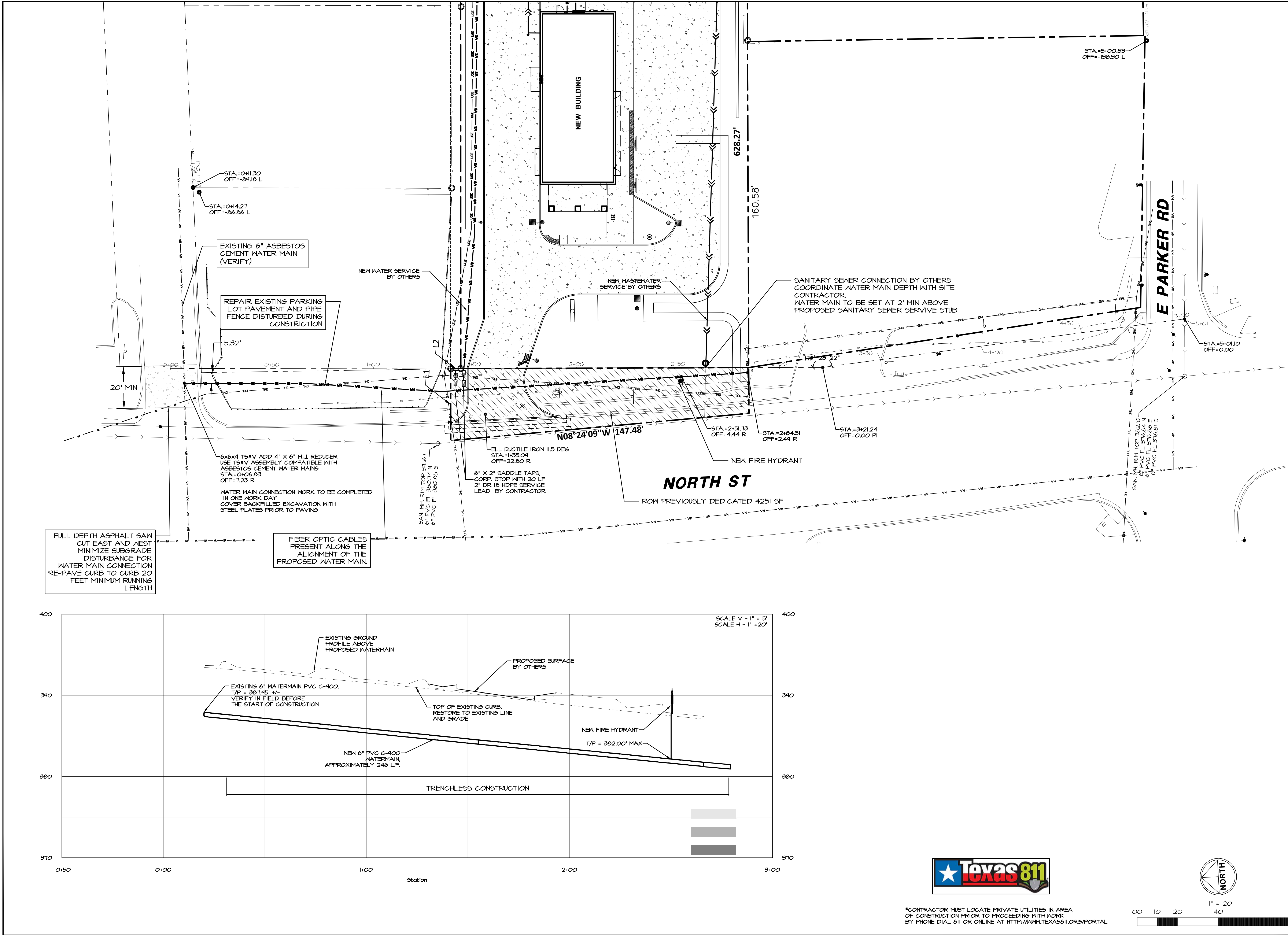
[See Attached]

WT GROUP Engineering with Precision, Pace and Passion. 2876 Piquan Avenue Hoffman Estates, IL 60192 T: 224.293.9333 F: 224.293.9444 wtengineering.com WT Group Engineering • Design • Consulting	WT GROUP Engineering with Precision, Pace and Passion. 2876 Piquan Avenue Hoffman Estates, IL 60192 T: 224.293.9333 F: 224.293.9444 wtengineering.com WT Group Engineering • Design • Consulting
1/3/23	
FREDDY'S FROZEN CUSTARD AND STEAKBURGERS 3720 NORTH STREET NACOGDOCHES, TEXAS	
TO _____ REV _____ PUB _____ SCOPE _____ DATE _____ _____ _____ _____ _____ _____	ISSUE DATE _____ _____ _____ _____ _____ _____

APPROVAL OF PLANS HAS BEEN OBTAINED







AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

WT GROUP
Engineering with Precision, Pace and Passion.
2875 Pruden Avenue | Houston, Texas, L 60192
T: 281.224.2933 | F: 281.224.2933
wtgroup.com

WT Group
Engineering • Design • Consulting

FREDDY'S FROZEN CUSTARD AND STEAKBURGERS
3720 NORTH STREET
NACOGDOCHES, TEXAS

PLAZA STREET PARTNERS

ISSUE
TO: _____ DATE: _____
REV. PUB. SCOPE: 1/3/23

CHECK: RES
DRAWN: VE
JOB: D2200094

C-8.2
WATER MAIN PLAN AND PROFILE

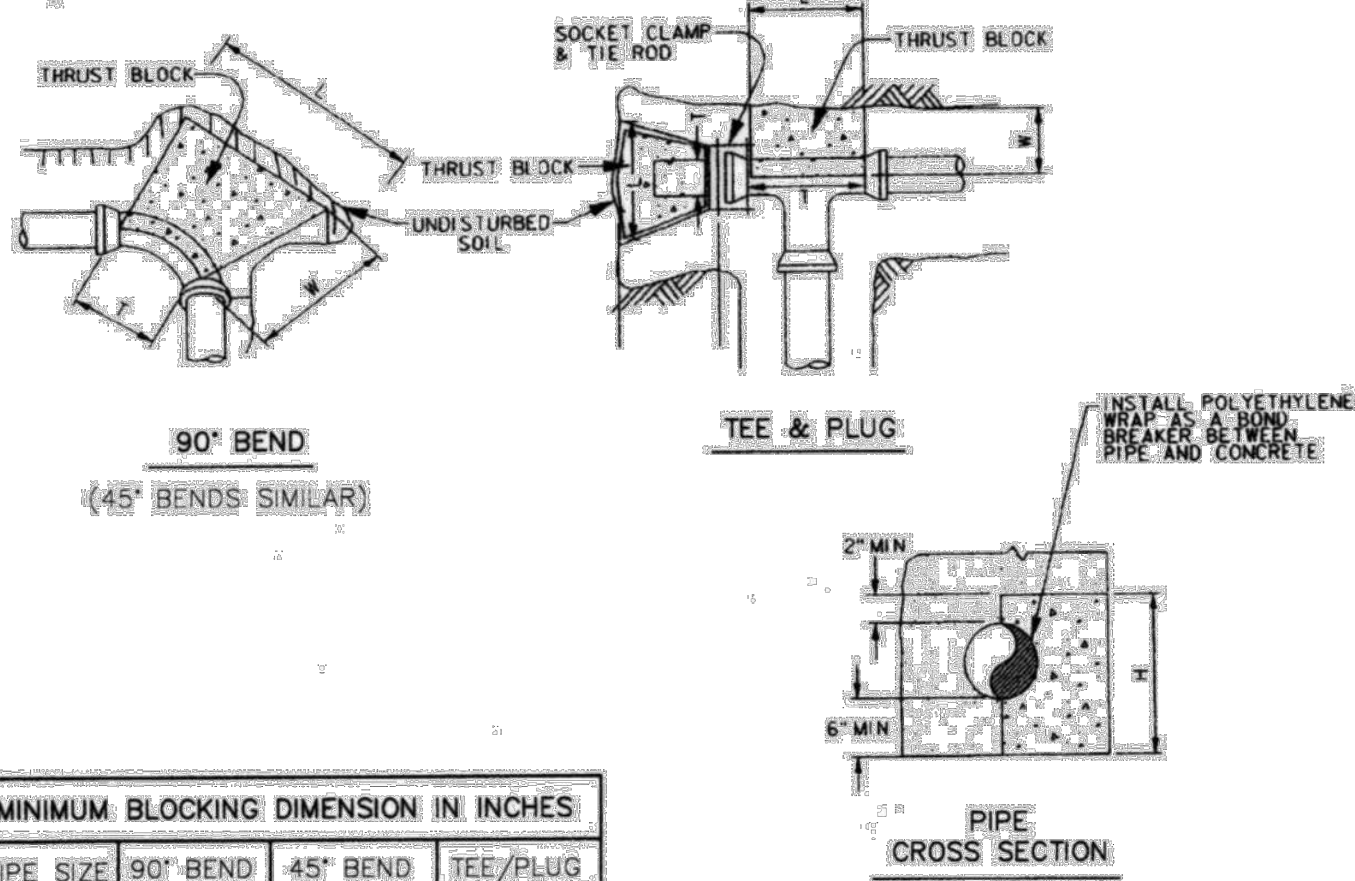
Page 125 of 135

- 1.04 DEFINITIONS
- A. WET CONNECTIONS CONSIST OF ISOLATING SECTIONS OF PIPE TO BE CONNECTED WITH EXISTING VALVES, DRAINING ISOLATED SECTIONS, AND COMPLETING CONNECTIONS.
- B. CONNECTION OF 2-INCH OR SMALLER LINES, WHICH MAY BE REFERRED TO ON DRAWINGS AS "2-INCH STANDARD CONNECTIONS" WILL BE MEASURED AS 2-INCH WET CONNECTIONS. THIS ITEM IS NOT TO BE USED AS PART OF 2-INCH SERVICE LINE.
- 2.01 MATERIALS
- A. PIPE SHALL CONFORM TO REQUIREMENTS OF APPLICABLE PORTIONS OF SECTIONS 02501 THROUGH 02520.
- B. RELATED TO PIPING MATERIALS AND TO WATER DISTRIBUTION.
- C. CORPORATION COCKS AND SADDLES SHALL CONFORM TO REQUIREMENTS OF SECTION 02512 - WATER TAP AND SERVICE LINE INSTALLATION.
- D. VALVES SHALL CONFORM TO REQUIREMENTS OF SECTION 02521 - GATE VALVES.
- E. BRASS FITTINGS SHALL CONFORM TO REQUIREMENTS OF AWWA C 800.
- PART 3 EXECUTION
- 3.01 CONNECTION OPERATIONS
- A. PLAN WET CONNECTIONS IN MANNER AND AT HOURS WITH LEAST INCONVENIENCE PUBLIC. NOTIFY PROJECT MANAGER AT LEAST 72 HOURS IN ADVANCE OF MAKING CONNECTIONS. DO NOT OPERATE VALVES ON WATER LINES IN USE BY CITY. CITY OF HOUSTON UTILITY OPERATIONS DIVISION WILL HANDLE AT NO COST TO CONTRACTOR. OPERATIONS INVOLVING OPENING AND CLOSING VALVES FOR WET CONNECTIONS.
- B. CONDUCT CONNECTION OPERATIONS WHEN INSPECTOR IS AT JOB SITE. CONNECTION WORK SHALL PROGRESS WITHOUT INTERRUPTION UNTIL COMPLETE. ONCE EXISTING WATER LINES HAVE BEEN CUT OR PLUGS HAVE BEEN REMOVED FOR MAKING CONNECTIONS.
- 3.02 2-INCH WET CONNECTIONS
- A. USE CORPORATION COCKS, SADDLES, COPPER TUBING AS REQUIRED FOR LINE AND GRADE ADJUSTMENT, AND BRASS FITTINGS NECESSARY TO ADAPT TO EXISTING WATER LINE. USE 2-INCH VALVES WHEN INDICATED ON DRAWINGS FOR 2-INCH COPPER GOOSENECK CONNECTIONS.
- 3.03 CONNECTION TO ASBESTOS-CEMENT (AC) PIPE
- A. NOTIFY PROJECT MANAGER WHEN AC PIPE IS ENCOUNTERED.
- B. REFER TO SECTION 02221 - REMOVING EXISTING PAVEMENTS AND STRUCTURES FOR CREW TRAINING, SAFETY PRECAUTIONS, AND AC PIPE REMOVAL REQUIREMENTS.
- C. PROTOCOL:
1. MECHANICALLY EXCAVATE TO NO MORE THAN 6 IN. OF AC PIPE. CAREFULLY UNCOVER THE REMAINDER OF PIPE BY HAND OR WITH SHOVEL.
2. KEEP PIPE ADEQUATELY WET BEFORE AND DURING WORK.
3. PLACE 2 LAYERS OF 6 MIL POLYETHYLENE SHEETING UNDER THE ASBESTOS PIPE TO PREVENT SOIL CONTAMINATION.
4. USE HAND TOOLS TO REMOVE COLLARS. REPLACE MINIMUM 6 FT. SECTION OF PIPE. USE OF POWER TOOLS IS PROHIBITED.
5. DO NOT CRUSH AC PIPE IN PLACE. REMOVE WASTE AC PIPE.

BY THE CITY OF HOUSTON, TEXAS

TCEQ NOTES

1. ALL MATERIAL CONFORM TO AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS. IN THE ABSENCE OF AWWA STANDARDS, THE STANDARDS FOR THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), COMMERCIAL, AND OTHER RECOGNIZED STANDARDS; [§290.44(A)]
2. ALL MATERIALS CONFORM TO ANSI/NSF STANDARD 61 AND IS CERTIFIED; [§290.44(A)(1)]
3. PLASTIC PIPE BEARS NSF-PW SEAL; ASTM CLASS 150 PSI MINIMUM OR SDR-26 OR LESS; [§290.44(A)(2)]
4. NOT PREVIOUSLY USED FOR ANY PURPOSE OTHER THAN DRINKING WATER; [§290.44(A)(3)]
5. INSTALLED BY MANUFACTURER'S INSTRUCTIONS; [§290.44(A)(4)]
6. DEPTH OF COVER IS AT LEAST 24 INCHES; [§290.44(A)(4)]
7. HYDROSTATIC LEAKAGE TESTING CONFORMS TO AWWA METHOD AND LEAKAGE RATE CONFORMS TO AWWA FORMULAS; [§290.44(A)(5)]
8. PIPES AND FITTINGS CONTAIN NO MORE THAN 0.25% LEAD; [§290.44(B)(1)]
9. MINIMUM WATER LINE SIZE 6 INCHES AS SHOWN ON THE PLANS/VALVES AS SHOWN ON THE PLANS SO THAT NECESSARY REPAIRS CAN BE MADE WITHOUT UNDUE INTERRUPTION OF SERVICE OVER ANY CONSIDERABLE AREA; [§290.44(D)(5)]
10. BLOW-OFFS/ FIRE HYDRANT AT ALL DEAD END MAINS FOR FLUSHING THE SYSTEM; [§290.44(D)(5)]
11. WHEN NEW POTABLE WATER DISTRIBUTION LINES ARE CONSTRUCTED, THEY SHALL BE INSTALLED NO CLOSER THAN NINE FEET IN ALL DIRECTIONS TO WASTEWATER COLLECTION FACILITIES. ALL SEPARATION DISTANCES SHALL BE MEASURED FROM THE OUTSIDE SURFACE OF EACH OF THE RESPECTIVE PIECES; [§290.44(E)(1)]
12. POTABLE WATER DISTRIBUTION LINES AND WASTEWATER MAINS OR LATERALS THAT FORM PARALLEL UTILITY LINES SHALL BE INSTALLED IN SEPARATE TRENCHES; [§290.44(E)(2)]
13. NO PHYSICAL CONNECTION SHALL BE MADE BETWEEN A DRINKING WATER SUPPLY AND A SEWER LINE. ANY APPURTENANCE SHALL BE DESIGNED AND CONSTRUCTED SO AS TO PREVENT ANY POSSIBILITY OF SEWAGE ENTERING THE DRINKING WATER SYSTEM; [§290.44(E)(3)]
14. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED BETWEEN PARALLEL WATER AND WASTEWATER LINES, THE FOLLOWING CRITERIA SHALL APPLY: [§290.44(E)(4)(A)]
15. WHERE A NEW POTABLE WATERLINE PARALLELS AN EXISTING, NON-PRESSURE OR PRESSURE RATED WASTEWATER MAIN OR LATERAL AND THE LICENSED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS IS ABLE TO DETERMINE THAT THE EXISTING WASTEWATER MAIN OR LATERAL IS NOT LEAKING, THE NEW POTABLE WATERLINE SHALL BE LOCATED AT LEAST TWO FEET ABOVE THE EXISTING WASTEWATER MAIN OR LATERAL, MEASURED VERTICALLY, AND AT LEAST FOUR FEET AWAY, MEASURED HORIZONTALLY, FROM THE EXISTING WASTEWATER MAIN OR LATERAL. EVERY EFFORT SHALL BE EXERTED NOT TO DISTURB THE BEDDING AND BACKFILL OF THE EXISTING WASTEWATER MAIN OR LATERAL;
16. WHERE A NEW POTABLE WATERLINE PARALLELS AN EXISTING PRESSURE-RATED WASTEWATER MAIN OR LATERAL AND IT CANNOT BE DETERMINED BY THE LICENSED PROFESSIONAL ENGINEER IF THE EXISTING LINE IS LEAKING, THE EXISTING WASTEWATER MAIN OR LATERAL SHALL BE REPLACED WITH AT LEAST 150 PSI PRESSURE-RATED PIPE. THE NEW POTABLE WATERLINE SHALL BE LOCATED AT LEAST TWO FEET ABOVE THE NEW WASTEWATER LINE, MEASURED VERTICALLY, AND AT LEAST FOUR FEET AWAY, MEASURED HORIZONTALLY, FROM THE REPLACED WASTEWATER MAIN OR LATERAL; AND
17. WHERE A NEW POTABLE WATERLINE PARALLELS A NEW WASTEWATER MAIN, THE WASTEWATER MAIN OR LATERAL SHALL BE CONSTRUCTED OF AT LEAST 150 PSI PRESSURE-RATED PIPE. THE NEW POTABLE WATERLINE SHALL BE LOCATED AT LEAST TWO FEET ABOVE THE WASTEWATER MAIN OR LATERAL, MEASURED VERTICALLY, AND AT LEAST FOUR FEET AWAY, MEASURED HORIZONTALLY, FROM THE WASTEWATER MAIN OR LATERAL.
18. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED BETWEEN CROSSING WATER AND WASTEWATER LINES, MAKE NOTE OF EACH CROSSING AND PROVIDE SUFFICIENT DETAIL IN THE ENGINEERING PLANS AND SPECIFICATIONS. SHOW THE CROSSING IN THE PROFILE VIEW OF THE ENGINEERING PLANS SO THE SEPARATION DISTANCE BETWEEN THE TWO LINES IS SHOWN. CALL OUT ALL PIPE MATERIALS AND PRESSURE RATINGS OF WASTEWATER LINES AT EACH CROSSING, AND MAKE NOTE OF THE MINIMUM SEPARATION DISTANCE: [§290.44(E)(4)(B)]
19. FOR A NEW WATERLINE THAT CROSSES OVER AN EXISTING AND NON-PRESSURE RATED WASTEWATER LINE, THE MINIMUM SEPARATION DISTANCE IS 2 FEET. THE WASTEWATER LINE MUST BE PERPENDICULAR AND CONSTRUCTED IN COMPLIANCE WITH §290.44(E)(4)(B)(i)(i);
20. FOR A NEW WATERLINE THAT CROSSES OVER AN EXISTING AND PRESSURE RATED WASTEWATER LINE, THE MINIMUM SEPARATION DISTANCE IS 6 INCHES. THE WASTEWATER LINE MUST PERPENDICULAR AND BE CONSTRUCTED IN COMPLIANCE WITH §290.44(E)(4)(B)(i)(ii);

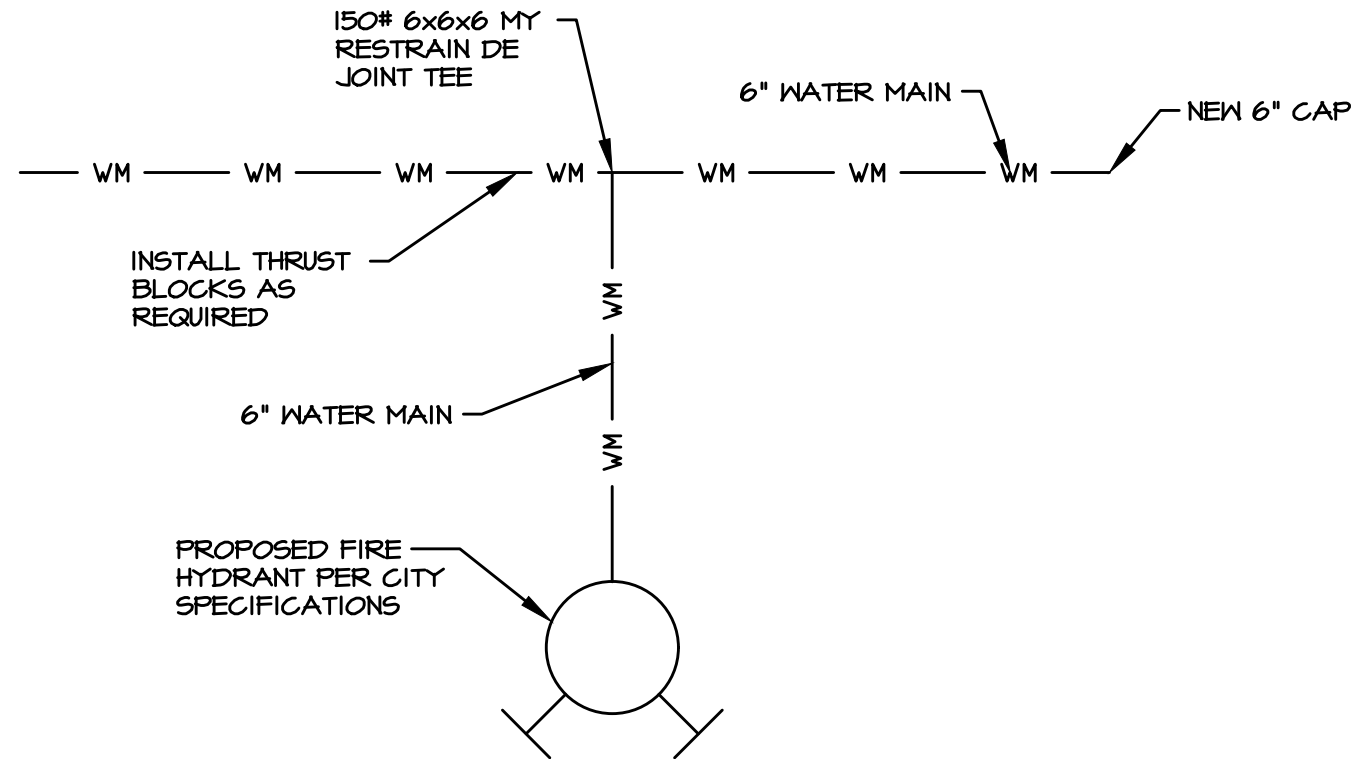
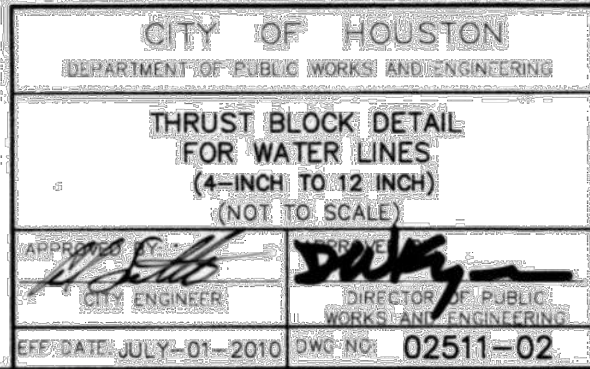


MINIMUM BLOCKING DIMENSION IN INCHES											
PIPE SIZE	90° BEND	45° BEND	TEE/PLUG	90° BEND	45° BEND	TEE/PLUG	90° BEND	45° BEND	TEE/PLUG	90° BEND	45° BEND
4"	6	12	14	10	6	8	11	8	6	10	12
6"	8	14	26	12	8	14	14	12	8	14	19
8"	10	16	40	16	10	18	20	16	10	18	26
10"	12	24	42	18	12	22	25	18	12	24	30
12"	14	36	40	30	14	26	30	22	14	26	40

CORRECTION FACTORS			
SOIL TYPE	SOIL BEARING STRENGTH S _b (lb/ft ²)	MULTIPLY "L" AND "H" BY	
SOFT CLAY	1000	1.73	
SILT	1500	1.41	
SANDY SILT	3000	1.00	
SAND	4000	0.87	
SANDY CLAY	6000	0.71	
HARD CLAY	9000	0.58	

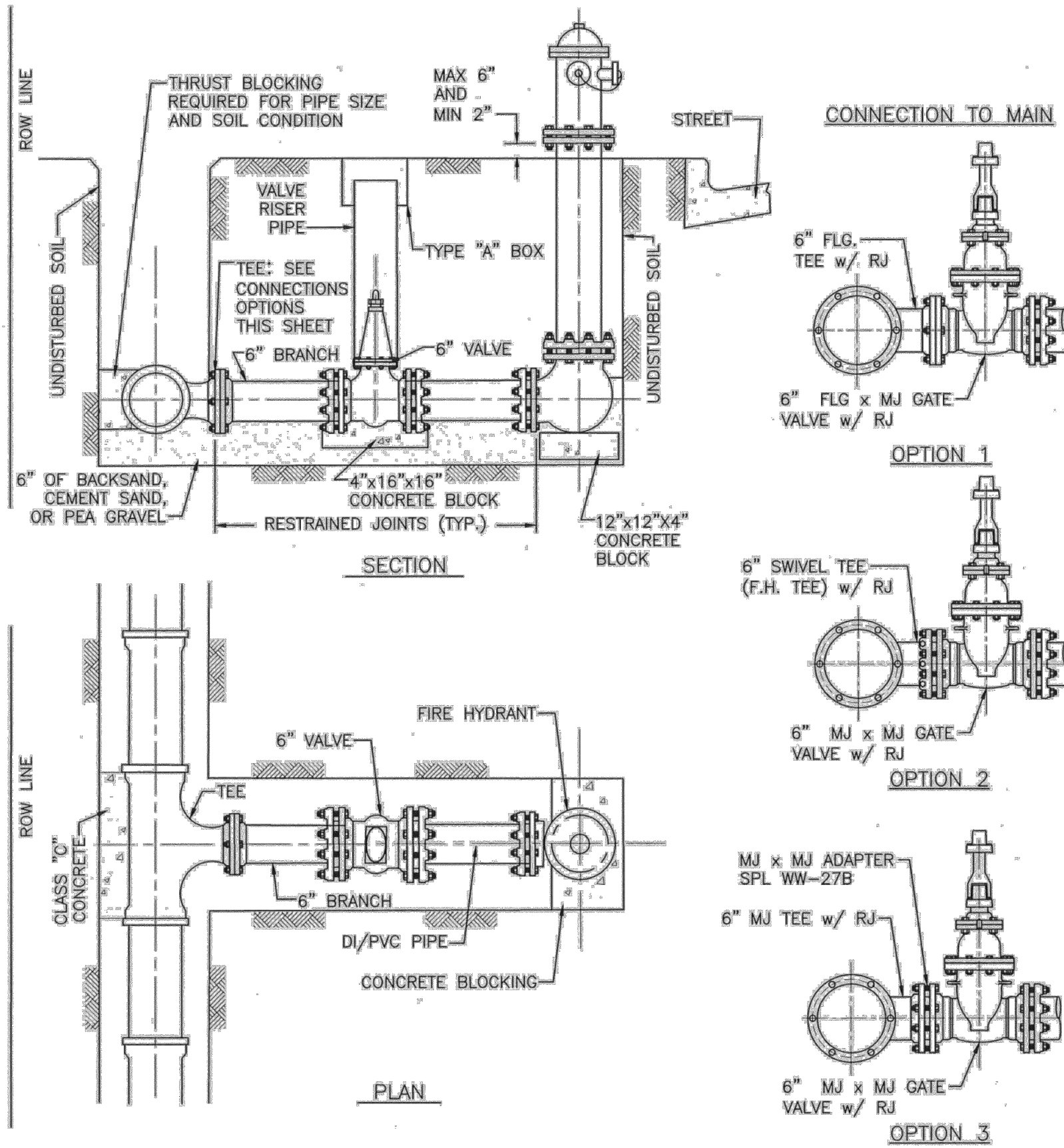
NOTES:

1. DEPTH "H" MAY BE GREATER THAN SPECIFIED TO ALLOW WORKING SPACE.
2. BLOCKING MUST BE PLACED AGAINST UNDISTURBED EARTH. WHERE THIS IS NOT POSSIBLE, THE FILL BETWEEN THE BEARING SURFACE AND UNDISTURBED SOIL MUST BE COMPACTED TO AT LEAST 90% STANDARD PROCTOR DENSITY.
3. PROVIDE CONCRETE IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 03315 - CONCRETE FOR UTILITY CONSTRUCTION.
4. BLOCKING DIMENSIONS SHOWN ARE BASED ON 3000 PSI SOIL BEARING STRENGTH AND 125 PSI INTERNAL WATER PRESSURE. FOR OTHER SOIL CONDITIONS, MULTIPLY DIMENSIONS "L" AND "H" BY THE APPROPRIATE CORRECTION FACTOR.



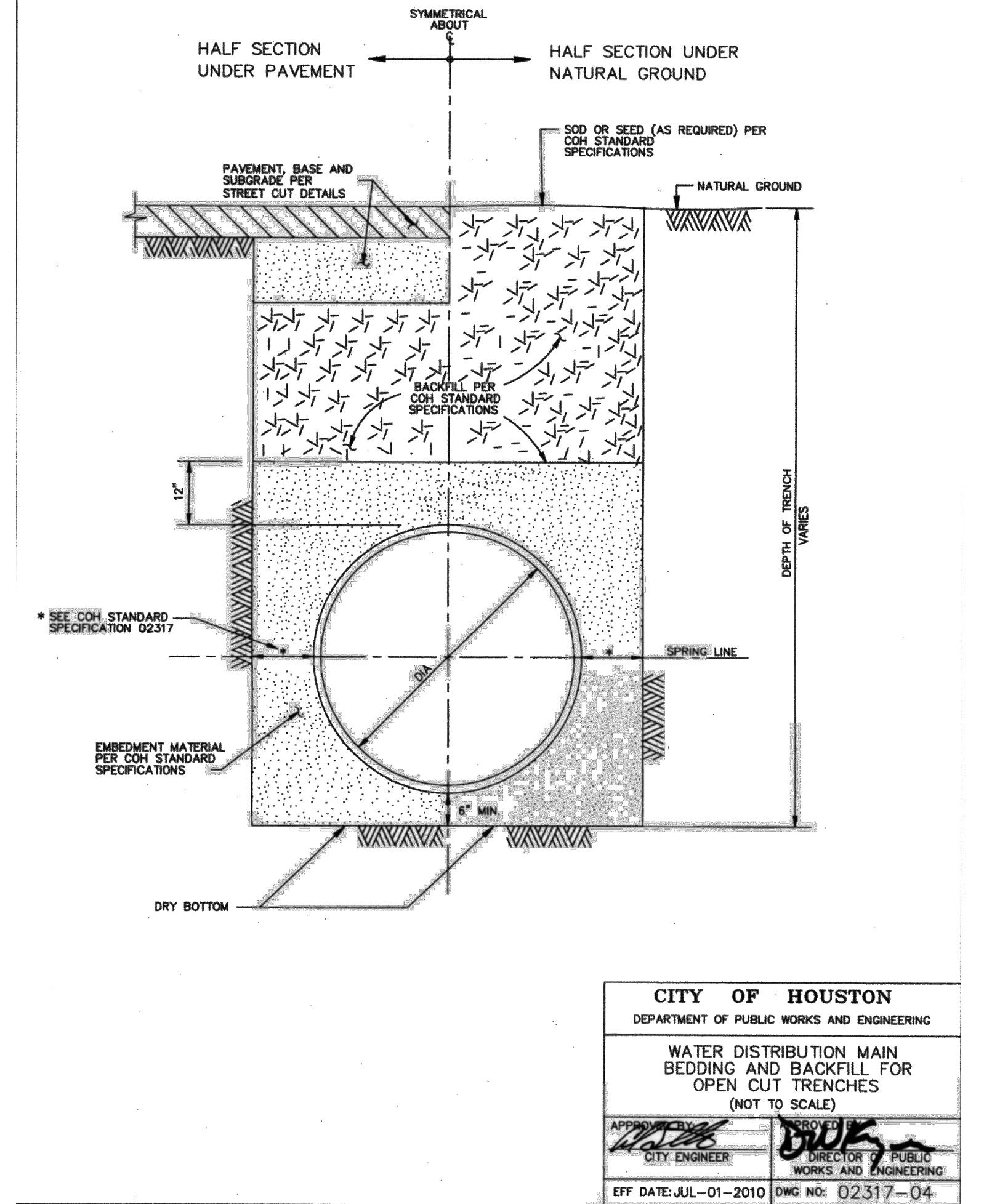
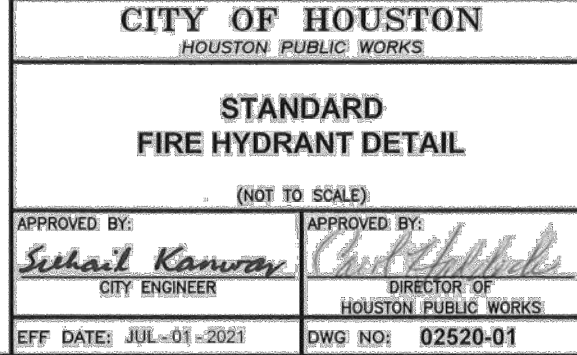
DETAIL - WATER MAIN CONNECTION

NOT TO SCALE



NOTES:

1. LOCATE FIRE HYDRANTS AT POINT OF CURVATURE (PC) OR POINT OF TANGENCY (PT) OF THE INTERSECTION CURB RADIUS, 3 FEET BEHIND CURB OR PROJECTED FUTURE CURB.
2. ON OPEN-DITCH ROADWAYS, SET THE FIRE HYDRANTS WITH IN 5 FEET OF RIGHT-OF-WAY LINES.
3. FIRE HYDRANT STEAMER NOZZLE SHALL FACE THE STREET.
4. LOCATE HYDRANT VALVE IMMEDIATELY ADJACENT TO WATER LINE.
5. ALL PIPING TO BE RESTRAINED JOINTS.



WATER SYSTEM CRITERIA

General

All drinking water facilities, including supply, distribution, pumping and storage improvements shall be designed and constructed in accordance with City standards and specifications as well as the rules and regulations of the Texas Commission on Environmental Quality. The term "City" as used herein shall mean the City Engineer of the City of Nacogdoches or his/her designated representative.

Minimum Size/Looping

All water mains shall be a minimum of six (6") inches in diameter and looped. Upon approval of the City, two (2") inch diameter mains may be used in residential developments if looped off of six (6") inch or greater diameter mains and intended to service the equivalent of ten (10) single family dwelling units or less. Refer to current City Code for extension and oversizing policy.

Pipe Material

Water line piping shall be C-900 DR 18 PVC or Ductile Iron. Fittings shall be Ductile Iron.

Future Extensions

When required by the City, water lines shall be extended to the boundary of the development if such lines are to be further extended in the future.

Fire Hydrants

Fire hydrants with isolation valves shall be installed as part of the water distribution system. Fire hydrants shall be placed on minimum six (6") inch diameter mains. Spacing of fire hydrants along the main shall be no greater than every 500 feet in residential and 300 feet in commercial areas as long as no portion of any existing or proposed building will be more than 350 feet from a fire hydrant, based upon a clear path of travel.

Valves

Gate valves shall be installed at the intersections of all water mains. In-line valves shall be installed at approximately 1,000-foot intervals.

Depth of Cover

The minimum depth of cover over water mains shall be 36 inches below finished grade, except that the depth of cover shall be at least 48 inches in roadways.

CITY OF NACOGDOCHES

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1

Alignment

All public waterlines shall be located five- (5') feet inside the street right-of-way or in the middle of the line easement unless otherwise approved by the City Engineer. Waterlines shall be located on the opposite side of the street from sanitary sewer lines.

Air Release Valves

Air release and/or air and vacuum valves shall be installed at critical water line profile summits. Sizing and model shall be as approved by the City.

Flush Valves

Blow-off or flush valves shall be installed at water line profile low points so that the water discharged by draining the line can be readily disposed of if required for repairs or flushing. Fire hydrants may be used as flush valves.

Metal Detection

If all metal water line is not installed, a 16 gauge bare copper wire shall be laid along the entire length of the water line for detection purposes and it shall be attached to all metal appurtenances, such as valves, hydrants, etc.

Trench Safety

The design and construction of all new water facilities shall provide for trench safety as required by local, state and federal regulations. Trench safety shall be the sole responsibility of the developer and/or the contractor.

Stormwater Management and Surface Restoration

The design and construction of all new water facilities shall provide for stormwater management and restoration of the construction sites. Drainage and erosion control measures shall be approved by the City and shall meet all requirements of the state and federal government.

All areas disturbed by the construction work shall be restored to a condition equal to or better than that which existed prior to the start of the project. At a minimum, all disturbed areas shall be graded smooth (mowable), seeded, fertilized and maintained until a healthy stand of vegetation is achieved, as determined by the City.

Easements

All water facilities shall be placed in public easements dedicated to the City. The minimum width for a water line easement is twenty (20') feet.

End Of Section

CITY OF NACOGDOCHES

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2

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ TELECOMMUNICATION \ PLUMBING \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

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TEXAS FIRM ID NO. 18665
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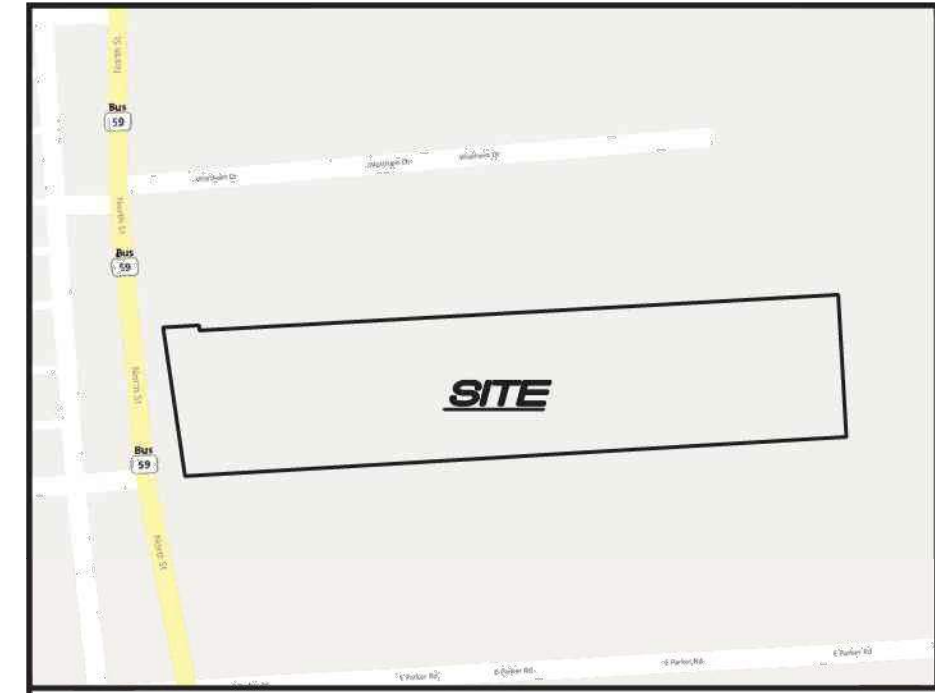
FREDDY'S FROZEN CUSTARD AND STEAKBURGERS
3720 NORTH STREET
NACOGDOCHES, TEXAS

PLAZA STREET PARTNERS

ISSUE
TO: _____ DATE: _____
REV: PUB SCOPE 1/3/23

CHECK: RES
DRAWN: VE
JOB: D220094

C-8.3
WATER UTILITY NOTES & DETAILS



LOCATION MAP
NOT TO SCALE

BENCHMARK
NGS NO. BY2521 ELEV.: 437.77' (NAVD-88, 1991 ADJ.)

BENCHMARK IS A BRASS DISK STAMPED "X 1287 1979" LOCATED ABOUT 5 KM (3.10 MI) NORTHWEST OF DOWNTOWN NACOGDOCHES, AND IS WEST OF THE JUNCTION OF FARM ROAD 1638 (OLD TYLER ROAD) AND COUNTY ROAD 806. OWNERSHIP THE MARK IS JUST WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 806.* TO REACH THE STATION FROM THE JUNCTION OF U.S. ROUTE 59 (LOOP 224) AND STATE ROUTE 21 (DOUGLAS ROAD) ABOUT 3 KM (1.85 MI) WEST OF DOWNTOWN NACOGDOCHES, GO NORTHERLY ON U.S. ROUTE 59 FOR 3.5 KM (2.15 MI) TO THE FARM ROAD 1628 (OLD TYLER ROAD) EXIT. TURN LEFT AND GO NORTHWEST ON FARM ROAD 1628 FOR 0.5 KM (0.30 MI) TO COUNTY ROAD 806 ON LEFT AND THE STATION AHEAD ON LEFT.* THE MARK IS A BENCHMARK DISK ON A DRIVEN STAINLESS STEEL ROAD W/O SLEEVE ENCASED IN A 10 CM (4 IN) PLASTIC PIPE WITH SCREW PLUG SURROUNDED WITH CONCRETE. THE 1979 TIES ARE ADEQUATE WITH ADDITIONAL TIES AS FOLLOW. THE STATION IS LOCATED 3.0 M (9.8 FT) WEST FROM A WOOD UTILITY POLE, 12 CM (5 IN) SOUTHWEST FROM A 4-FT CHAIN LINK FENCE AND 0.5 M (1.6 FT) NORTHEAST FROM A METAL WITNESS POST. THE MARK IS 1.3 M (4.3 FT) ABOVE OLD TYLER ROAD, 15 CM (6 IN) ABOVE COUNTY ROAD 806, AND 10 CM (4 IN) BELOW GRADE. NOTE--SUITABLE FOR GPS OBSERVATIONS BUT WITH OBSTRUCTING DECIDUOUS TREES TO THE WEST AND WOOD UTILITY POLE TO THE EAST.

SITE BENCHMARK
BOX CUT ELEV. 392.01'

BENCHMARK IS A BOX CUT SET ON TOP OF THE HEADWALL ON THE EAST SIDE OF NORTH STREET, LOCATED SOUTH 10°28'40" EAST, A DISTANCE OF 7.82 FEET FROM THE SOUTH EDGE OF THE CONCRETE FOR THE ENTRANCE OF THE SUBJECT TRACT, BEING SOUTH 85°44'21" WEST, A DISTANCE OF 21.04 FEET FROM A WATER METER, AND BEING NORTH 21°28'25" WEST, A DISTANCE OF 15.90' FEET FROM AN AT&T BOX, AS SHOWN HEREON.

DEDICATION ACCORDING TO
NCDDR 137-446

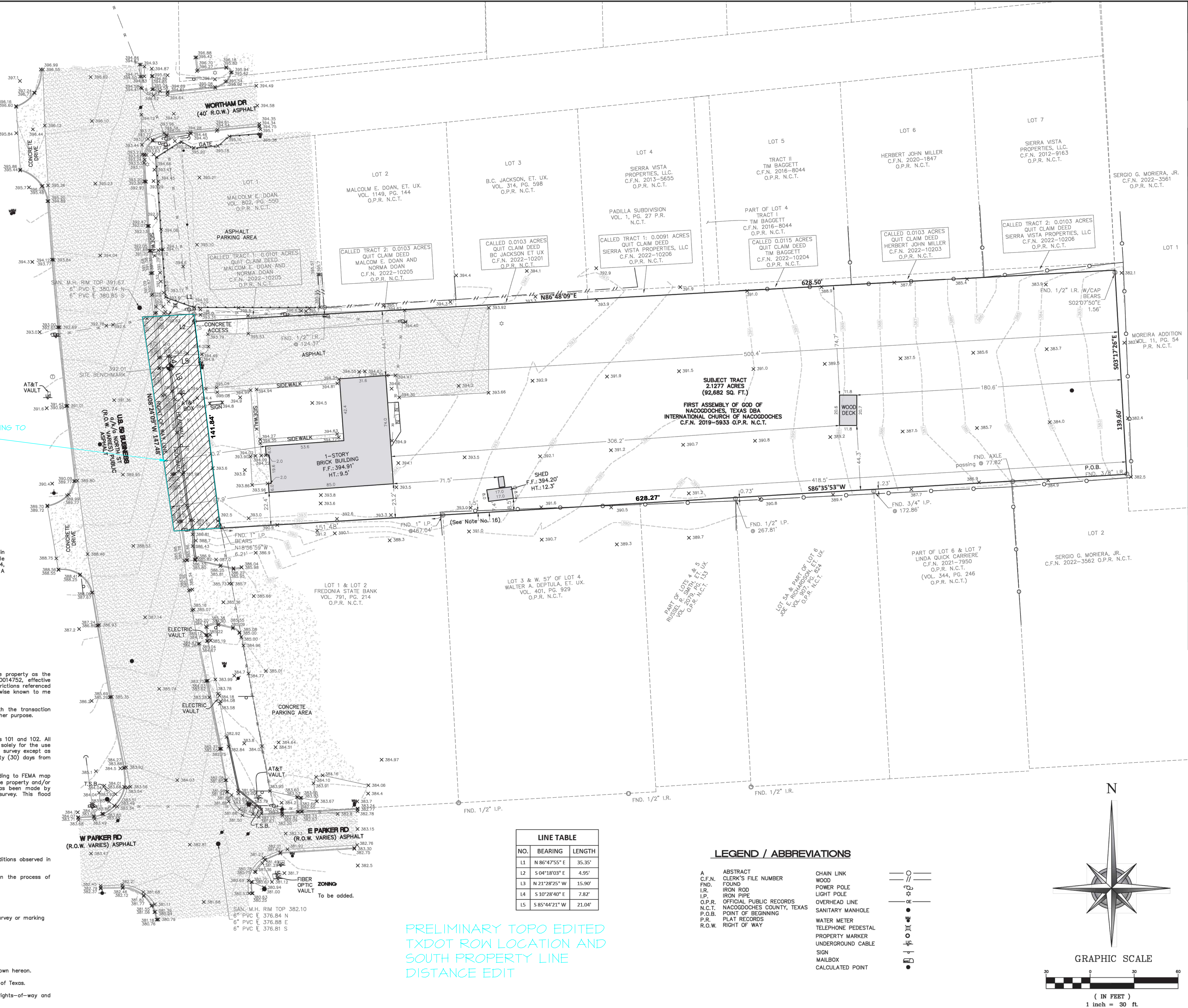
To: Plaza Street Partners, LLC, a Kansas limited liability company, First Assembly of God of Nacogdoches, Texas, dba International Church of Nacogdoches, Plaza Street Fund 271, LLC, UMB Bank N.A. and Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 6(b), 7 (a), 7 (b)(1), (7c), 8, 9, 11(a), 11(b), 13, 14, 16, 17, 19 and 20 of Table A thereof. The fieldwork was completed on July 14, 2022.

Clemente Turribiartes Jr.
Registered Professional Land Surveyor
Texas Registration No. 6657
Date: July 28, 2022

GENERAL NOTES

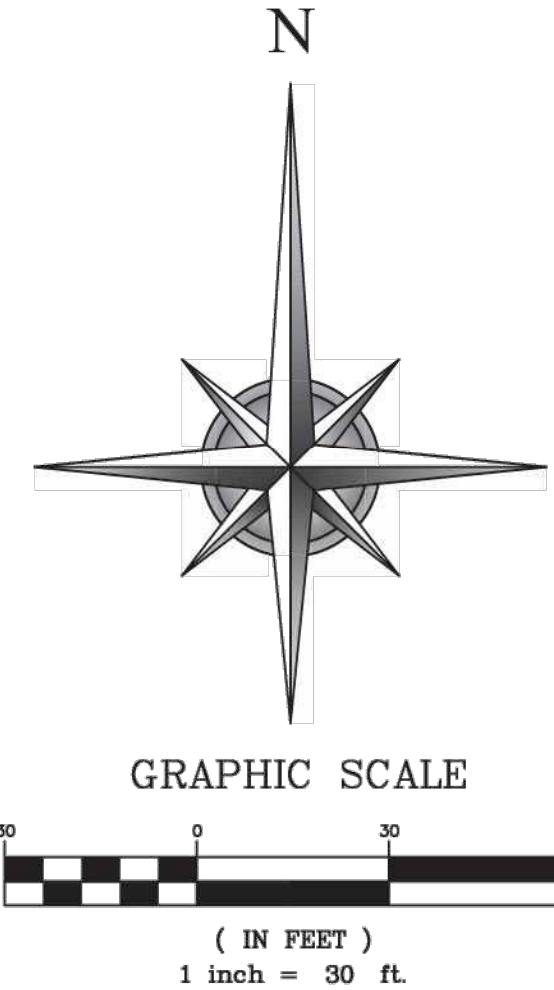
- The surveyor has not abstracted this site. The property described hereon is the same property as the property described in the title search from Fidelity National Title Insurance of No. 2810014752, effective date* November 23, 2022, issue date June 2, 2022, and all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the Property or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the Property.
- The professional service reflected on this plat of survey is provided in connection with the transaction anticipated by the title search referenced and dated above; it is not to be used for any other purpose.
- Bearings based on Texas State Plane Coordinates, Central Zone (4203), NAD83.
- This original work is protected under copyright laws, Title 17 United States Code Sections 101 and 102. All violators will be prosecuted to the fullest extent of the law. This survey is being provided solely for the use of the recipients named and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within thirty (30) days from the date adjacent to the signature line herein.
- Flood Statement: This site is situated in Zone "X" in Nacogdoches County, Texas according to FEMA map number 48347C0195C dated May 20, 2010. Warning: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.
- Address appears to be: 3201 North Street, Nacogdoches, Texas 75965.
- There are no parking spaces/stripes on the subject tract.
- There are no party walls adjoining the subject tract.
- The nearest intersection is North Street and E. Parker Road
- There is no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- There is no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- There is no evidence of underground utilities existing on or serving the subject tract.
- The subject property has direct access to North Street a public right of way.
- Utilities are shown per observed evidence. no additional plans provided at the time of survey or marking by utility companies.
- Fence along the south line is encroaching into the subject tract.
- Power poles are located within the subject tract along the front part of the boundary.
- No zoning letter provided at the time of survey.
- The title commitment does not include any special exceptions and as such none are shown hereon.
- This survey was made in accordance with laws and/or Minimum Standards of the State of Texas.
- The surveyed property boundary is contiguous with the adjoining properties and/or rights-of-way and forms a mathematically-closed perimeter without any gaps, gores, hiatus or overlaps.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 86°47'55" E	35.35'
L2	S 04°18'03" E	4.95'
L3	N 21°28'25" W	15.90'
L4	S 10°28'40" E	7.82'
L5	S 85°44'21" W	21.04'

LEGEND / ABBREVIATIONS

- | | | |
|--------------|---------------------------|--------------------|
| A | ABSTRACT | CHAIN LINK |
| C.F.N. | CLERK'S FILE NUMBER | WOOD |
| FND. | FOUND | POWER POLE |
| I.R. | IRON ROD | LIGHT POLE |
| IRON PIPE | IRON PIPE | OVERHEAD LINE |
| I.P.R. | OFFICIAL PUBLIC RECORDS | SANITARY MANHOLE |
| N.C.T. | NACOGDOCHES COUNTY, TEXAS | WATER METER |
| PLAT RECORDS | PLAT RECORDS | TELEPHONE PEDESTAL |
| P.R. | POINT OF BEGINNING | PROPERTY MARKER |
| R.O.W. | RIGHT OF WAY | UNDERGROUND CABLE |
| | | SIGN |
| | | MAILBOX |
| | | CALCULATED POINT |



CORE
LAND SURVEYING TPLS REG NO. 10394560
10210 GROGANS MILL ROAD, SUITE 120
THE WOODLANDS, TX 77380
T: 281.828.1208
coreland.com

WT Group
2675 PRATUM AVENUE
HOFFMAN ESTATES, IL 60192

ALTANSPS LAND TITLE SURVEY
2.1277 ACRES
(92,682 SQ. FT.)
IN THE PEDRO S. PADILLA SURVEY, A-44
NACOGDOCHES COUNTY, TEXAS

DRAWING

FIELD BK	47/12-16,25
FIELD WRK	JB
	07/14/22
DRAFTING	JS
	07/26/22
CHECKED	CT
	07/28/22

ISSUE

	DATE
CLIENT	07/28/22
CLIENT	09/21/22
CLIENT	09/30/22
UPDATE	12/12/22
TITLE	
CLIENT	12/19/22

CHECK: CT
DRAWN: JS
JOB: D22-00094
SUR-1
SHEET 1 OF 2

X:\2022\022-00094\DWG\22200094 - Freddy's Frozen Custard - 2720 North Street - Nacogdoches, TX.dwg

EXHIBIT B

WORTHAM DR

PROPOSED CONNECTION TO
EXISTING WATER MAIN

MALCOLM E. DOAN
VOL 802 PAGE 550

PROPOSED 6" WATER MAIN

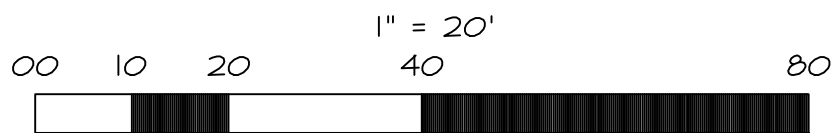
PROPOSED DEVELOPMENT AND
PARKING LOT

PROPOSED FIRE HYDRANT

LOTS 1 AND 2
BIETO BESELER
VOL 308 PAGE 175
OPR NCT

NORTH ST
(BUSINESS US 59)

EAST PARKE



REVISED 1-3-23



FREDDY'S FROZEN CUSTARD
AND STEAKBURGERS
3720 NORTH STREET
NACOGDOCHES, TEXAS



WT GROUP
Engineering with Precision, Pace and Passion.
2675 Pratum Avenue | Hoffman Estates, IL 60192
T: 224.293.6333 | F: 224.293.6444
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TEXAS FIRM ID NO. 18665 Expires: 03.31.2023
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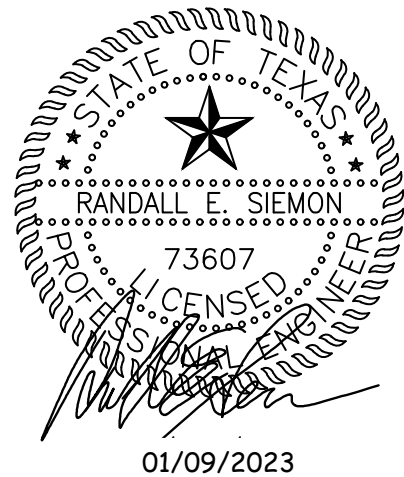
BID PROPOSAL FORM					
CITY OF NACOGDOCHES, TEXAS					
EXTENSION OF WATER AND WASTEWATER MAINS, BUSINESS US 59, NACOGDOCHES, TEXAS					
BID ITEM NUMBER	BID ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION PRICE
1	MOBILIZATION AND DE-MOBILIZATION	1	EA	11,500	\$ 11,500.00 -
2	STORM WATER POLLUTION PREVENTION PLAN.	0.75	EA	1,150	\$ 862.50 -
3	TURF RESTORATION	0.5	ACRE	575	\$ 287.50 -
4	MAINTENANCE, PAYMENT AND PERFORMANCE BONDS	1	LS	6,325	\$ 6,325.00 -
5	EXCAVATION, INITIAL BEDDING, FINAL BEDDING, WATER MAIN, 6" DR 18, AWWA C900, RESTRAINED JOINTS, COMPLETE AND IN PLACE AS SHOWN ON THE PROJECT PLANS	246	LF	92	\$ 22,632.00 -
6	TAPPING SLEEVE AND VALVE, 6" X 6" X6" PVC EXISTING TO PVC PROPOSED WATER MAIN, BASE BID, COMPLETE AND IN PLACE AS SHOWN ON THE PROJECT PLANS	1	EA	9,775	\$ 9,775.00 -
7	FIRE HYDRANT, 6X6X6 TEE, 6" VALVE, CONNECTION DR 18 AWWA C900 PIPING PER CITY SPECIFICATIONS, COMPLETE AND IN PLACE AS SHOWN ON THE PROJECT PLANS	1	EA	16,204.65	\$ 16,204.65 -
8	RESTORATION OF SIDEWALKS, DRIVEWAYS, CURBS AND ANY OTHER EXISTING IMPROVEMENTS THAT ARE DISTURBED,, COMPLETE AND IN PLACE AS SHOWN, EQUAL OR BETTER THAN EXISTING CONDITIONS AND AS SHOWN ON THE PROJECT PLANS	1	LS	3,234.95	\$ 3,234.95 -
9	RELOCATION AND TEMPORARY SUPPORTING OF EXISTING POWER POLES, TELEPHONE POLES OR ANY OTHER ABOVE GROUND FACILITIES THAT MIGHT HAVE BEEN DISTURBED DURING THE INSTALLATION OF THE WATER MAIN OR APPURTANT WORKS.	1	LS	575	\$ 575.00 -

BID PROPOSAL FORM					
CITY OF NACOGDOCHES, TEXAS					
EXTENSION OF WATER AND WASTEWATER MAINS, BUSINESS US 59, NACOGDOCHES, TEXAS					
BID ITEM NUMBER	BID ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION PRICE
10	WATER MAIN FITTING AND CAP AS REQUIRE AND NOT SPECIFICALLY DEFINED HERE-IN, COMPLETE AND IN PLACE AS SHOWN ON THE PROJECT PLANS	1	LS	1,150	\$ 1,150.00 -
11	TRAFFIC CONTROL MEASURES REQUIRED BY THE INSTALLATION OF A SANITARY SEWER MANHOLE PER TxDOT UNIFORM TRAFFIC DEVICE MANUAL	1	LS	0	\$ 0 -
12	STREET EXCAVATION, INSTALLATION, BACKFILL AND PAVEMENT RESTORATION NECESSARY FOR THE PROPOSED IN-LINE, 48" MINIMUM INSIDE DIAMETER, SANITARY SEWER MANHOLE WITH CAST-IN-PLACE CONCRETE BASE AND REINFORCED CONCRETE PRECAST BARRELLS (CLASS 3), CONCRETE SPACER RINGS, 30" DIA. MANHOLE COVER RIM AND LID, COMPLETE AND IN PLACE AS SHOWN ON THE PROJECT PLANS	1	LS	0	\$ 0 -
13	EXCAVATION, INITIAL BEDDING, FINAL BEDDING, SANITARY SEWER MAIN, 6" SDR 26 , PVC, BELLED JOINTS, COMPLETE AND IN PLACE AS SHOWN ON THE PROJECT PLANS	232	LF	0	\$ 0 -
14	EXCAVATION, INSTALLATION, BACKFILL AND PAVEMENT RESTORATION NECESSARY FOR THE PROPOSED TERMINAL DROP MANHOLE, 48" MINIMUM INSIDE DIAMETER, SANITARY SEWER MANHOLE WITH PRE CAST CONCRETE BASE AND REINFORCED CONCRETE PRECAST BARRELLS (CLASS 3), CONCRETE SPACER RINGS, 30" DIA. MANHOLE COVER RIM AND LID, COMPLETE AND IN PLACE AS SHOWN ON THE PROJECT PLANS	1	LS	0	\$ 0 -
15	WATER MAIN PRESSURE AND MANDREL TESTING PER AWWA AND TCEQ STANDARDS	1	LS	2,300	\$ 2,300 -
16	SANITARY SEWER MAIN AND MANHOLE HYDROSTATIC AND MANDREL TESTING PER TCEQ REGULATIONS	1	LS	0	\$0 -

BID PROPOSAL FORM					
CITY OF NACOGDOCHES, TEXAS					
EXTENSION OF WATER AND WASTEWATER MAINS, BUSINESS US 59, NACOGDOCHES, TEXAS					
BID ITEM NUMBER	BID ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION PRICE
17	PROVIDE LABOR, MATERIALS AND EQUIPMENT AS REQUIRED FOR CONSTRUCTION MATERIALS SOIL DENSITY QUALITY CONTROL FOR BACKFILLING OF ALL EXCAVATIONS AS SHOWN ON THE PLANS	1	LS	287.50	\$ 287.50 -
18	PROVIDE TRENCH SAFETY PLAN	478	LF	.575	\$ 274.85 -
23	TOTAL BASE BID	75,409.00			

CONTNGENCY 15% \$11,300

ENGINEERS OPINION OF PROBABLE COST \$86,709



PLAZA STREET FUND 217, LLC DEVELOPMENT AGREEMENT WATER LINE EXTENSION





City Council Meeting

Date: February 7, 2023

Agenda Item: 6.H.

PRESENTER: Jimmy Mize, Mayor

ITEM/SUBJECT: Consider appointing members to the Pine Grove Cemetery Board and the Main Street Advisory Committee. (Mayor)

SUMMARY/BACKGROUND: City Council recommended changing the membership composition of two City Boards/Commissions and will be appointing one additional member to the Pine Grove Cemetery Board and one additional member to the Main Street Advisory Committee.

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: Jimmy Mize, Mayor
mizej@nactx.us

ATTACHMENTS:

PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:

1. Discuss or deliberate regarding commercial or financial information the governmental body has received from business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and
2. Deliberate the offer of financial or other incentives to business prospects described by Subdivision 1 above.

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

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

Economic Development

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

ATTACHMENTS:



City Council Meeting

Date: February 7, 2023

Agenda Item: 7.B.

PRESENTER: Jimmy Mize, Mayor

ITEM/SUBJECT: Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this executive session is to discuss City Manager search, interim City Manager and transition.

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: Jimmy Mize, Mayor
mizej@nactx.us

ATTACHMENTS: