



May 16, 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 May 16, 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. ELECTION:
 - A. Canvass results of the May 6, 2023 City Council Regular Election and consider adopting a resolution declaring the results. (City Secretary)
 - B. Administer Statement of Officer and Oath of Office for newly elected Council Members. (City Secretary)
4. OPEN FORUM. Open Forum is an opportunity for citizens to speak about items not listed on the agenda. In order to address City Council please complete the Open Forum Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, City Council shall not discuss, deliberate, or make any decisions on items discussed during Open Forum. Comments are limited to 3 minutes per person. Open Forum is limited to the first 5 citizens who submit an Open Forum Form.
5. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
6. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes for May 2, 2023 regular meeting. (City Secretary)

- B. Consider approval of a resolution supporting a Boating Access Planning Grant through Texas Parks and Wildlife. (Community Services Director)
 - C. Consider approval of a contract between the City of Nacogdoches and CoxJones Contractors for construction services for the Ritchie Street Parking lot project in an amount of \$114,444.00. (Community Services Director)
 - D. Consider rejecting bids for the Lake Nacogdoches Walkway Project. (Community Services Director)
 - E. Consider a resolution authorizing submission of a grant application for the TxDOT Transportation Alternatives (TA) Set-Aside Program. (Assistant Director of Public Works)
7. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
- A. Consider approval of a resolution declaring a local state of disaster due to flooding on May 11, 2023. (Director of Public Works)
 - B. Receive a report from Auditors regarding the Annual Comprehensive Financial Report for fiscal year ending September 30, 2022 (Pattillo, Brown, & Hill LLP)
 - C. **Public Hearing:** Consider a Zone Change for Lot 3, City Block 54 from B-2, General Business to R-3, Two Family District, and a Zone Change request for Lot 3-C, City Block 54 from A, Agriculture to R-3, Two Family District, located at 2603 John Richardson Road. This request has been submitted by Bryan Moore. Case File ZON2023-03. (City Planner)
 - D. Consider approval of a fee schedule for rental of pickleball courts. (Community Services Director)
 - E. Receive a report, hold a discussion and give staff direction regarding repairs to the City Hall roof and the replacement of mechanical HVAC systems. (Director of Public Works)
8. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
- A. 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.

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

10. REGULAR AGENDA: (Continued)

- A. Consider approval of a resolution creating a Chapter 380 Economic Development Program and authorizing an agreement by and between the City of Nacogdoches and Benefield Estates regarding the development of a residential subdivision. (Economic Development Director)
- B. 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 \$184,700 for a Chapter 380 Economic Development Program with Benefield Estates, LLC for the reimbursement of infrastructure costs associated with construction of a residential subdivision. (Economic Development Director)
- C. Hold a discussion regarding the budget process, including proposed time frames for the budget process and the possibility of a taskforce to assist in the budget process. (City Manager)
- D. Receive an update and hold a discussion regarding the City's Communications Taskforce and the process for providing information, both in emergencies and non-emergencies. (Assistant Community Services Director)
- E. Hold a discussion and give staff direction regarding 2023 City Council meeting dates. (City Secretary)

11. 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 May 12, 2023 at 10 a.m. and remained posted until meeting convened.

Jan Vinson, City Secretary

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Canvass results of the May 6, 2023 City Council Regular Election and consider adopting a resolution declaring the results. (City Secretary)

SUMMARY/BACKGROUND: Election results from the General Election held on May 6, 2023 are not considered official until City Council canvasses the results and adopts a resolution declaring the results.

Todd Stallings, Nacogdoches County Elections Administrator, will provide a canvassing report to the City Secretary which will contain the total number of votes for each candidate and the sum of the precinct/ward totals. This report can not be prepared until all ballots have been turned in. There is one voter who has until 5 p.m. on May 12, 2023 to correct his/her mail ballot envelope.

The agenda packet will be updated and City Council will be provided with the canvassing report prior to the meeting to review and, if in agreement, Council will approve a resolution declaring the results.

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. DRAFT Resolution
2. Canvass Report

***YELLOW HIGHLIGHTED AREAS WILL BE FILLED IN ONCE THE CANVASS REPORT
IS RECEIVED FROM THE NACOGDOCHES COUNTY ELECTION OFFICE***

**RESOLUTION CANVASSING RETURNS AND DECLARING RESULTS OF THE CITY
COUNCIL GENERAL ELECTION FOR AT-LARGE MAYOR, COUNCIL MEMBER
NORTHEAST WARD AND COUNCIL MEMBER NORTHWEST WARD.**

WHEREAS, under and by virtue of Resolution No. 1324-02-23 duly passed by the City Council of the City of Nacogdoches, Texas on February 7, 2023 calling for the General Election of City At-Large Mayor, Northeast Ward Council Member and Northwest Ward Council Member held on May 6, 2023; and,

WHEREAS, Randy Johnson ran unopposed for the office of Mayor and was duly elected by Ordinance No. 1957-03-23 at the City Council meeting of March 7, 2023; and

WHEREAS, upon consideration of the returns of said election, it appears that the same was in all respects legally held; due notice had been given; returns thereof were duly and legally made; and were cast at said election:

FOR CITY COUNCIL MEMBER

Kathleen Belanger (incumbent)
Rick Herzog

NORTHEAST WARD

of votes - % of votes
of votes - % of votes

FOR CITY COUNCIL MEMBER

Brad Maule
Anne Keehnen

NORTHWEST WARD

of votes - % of votes
of votes - % of votes

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

SECTION 1: THAT [REDACTED] received the majority of the votes for City Council Member Northeast Ward and is therefore duly elected.

SECTION 2: THAT [REDACTED] received the majority of the votes for City Council Member Northwest Ward and is therefore duly elected.

SECTION 3: THAT THE AFORESAID ELECTION was duly and legally called and notice thereof given in accordance with the laws of the State of Texas and the resolution calling said election; that said election was held in strict conformity with the Constitution and laws of the State of Texas; and the returns thereof have been properly made to the officials of the City entitled to receive same; and that only qualified voters of the City were permitted to vote at said election, and properly represents the desires of those qualified to vote as aforesaid.

PASSED AND APPROVED this the 16th day of May, 2023.

Jimmy Mize, Mayor
City of Nacogdoches

ATTEST:

Approved as to form:

Jan Vinson, City Secretary

Steven Kirkland, City Attorney

Canvass Results Report

NACOGDOCHES COUNTY, TEXAS

Official - 05-06-2023

GENERAL ELECTION

Run Time 5:55 PM

5/6/2023

Run Date 05/08/2023

Page 2

Official Results

Registered Voters
1724 of 15892 = 10.85%

Precincts Reporting

6 of 6 = 100.00%

Paper Sheets Counted

1,724

City of Nacogdoches Councilmember - Northeast Ward - Vote for none or one

Precinct	Kathleen Belanger	Rick Herzog	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
111-NE WARD	628	104	732	1	0	16	548	169	733	5,420	13.52%
Totals	628	104	732	1	0	16	548	169	733	5,420	13.52%

Canvass Results Report

NACOGDOCHES COUNTY, TEXAS

Official - 05-06-2023

GENERAL ELECTION

Run Time 5:55 PM

5/6/2023

Run Date 05/08/2023

Page 3

Official Results

Registered Voters
1724 of 15892 = 10.85%

Precincts Reporting
6 of 6 = 100.00%

Paper Sheets Counted
1,724

City of Nacogdoches Councilmember - Northwest Ward - Vote for none or one

Precinct	Brad Maule	Anne Keehnen	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
222-NW WARD	328	169	497	1	0	21	357	120	498	4,073	12.23%
Totals	328	169	497	1	0	21	357	120	498	4,073	12.23%

Precinct Results Report

Official - 05-06-2023

Run Time 5:54 PM
Run Date 05/08/2023**NACOGDOCHES COUNTY, TEXAS****GENERAL ELECTION**

5/6/2023

Page 1

Official Results**Registered Voters**

1724 of 15892 = 10.85%

Precincts Reporting

6 of 6 = 100.00%

Paper Sheets Counted

1,724

111-NE WARD

733 of 5,420 registered voters = 13.52%

City of Nacogdoches Councilmember - Northeast Ward - Vote for none or one

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Kathleen Belanger		15	93.75%	473	86.47%	140	82.84%	628	85.79%
Rick Herzog		1	6.25%	74	13.53%	29	17.16%	104	14.21%
Cast Votes:		16	100.00%	547	100.00%	169	100.00%	732	100.00%
Undervotes:		0		1		0		1	
Overvotes:		0		0		0		0	

Precinct Results Report

Official - 05-06-2023

Run Time 5:54 PM
Run Date 05/08/2023**NACOGDOCHES COUNTY, TEXAS****GENERAL ELECTION**

5/6/2023

Page 2

Official Results**Registered Voters**

1724 of 15892 = 10.85%

Precincts Reporting

6 of 6 = 100.00%

Paper Sheets Counted

1,724

222-NW WARD

498 of 4,073 registered voters = 12.23%

City of Nacogdoches Councilmember - Northwest Ward - Vote for none or one

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Brad Maule		12	60.00%	241	67.51%	75	62.50%	328	66.00%
Anne Keehnen		8	40.00%	116	32.49%	45	37.50%	169	34.00%
Cast Votes:		20	100.00%	357	100.00%	120	100.00%	497	100.00%
Undervotes:		1		0		0		1	
Overvotes:		0		0		0		0	

Cumulative Results Report

Official - 05-06-2023

Run Time 5:53 PM
Run Date 05/08/2023**NACOGDOCHES COUNTY, TEXAS****GENERAL ELECTION**

5/6/2023

Page 1

Official Results**Registered Voters**
1724 of 15892 = 10.85%**Precincts Reporting**
6 of 6 = 100.00%**Paper Sheets Counted**
1.724**Nacogdoches Independent School District Trustee, Single Member District III - Vote for none or one**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	113	4,506	2.51%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Demond Jackson		1	33.33%	29	38.16%	7	20.59%	37	32.74%
James H. Montoya		2	66.67%	47	61.84%	27	79.41%	76	67.26%
Cast Votes:		3	100.00%	76	100.00%	34	100.00%	113	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

City of Nacogdoches Councilmember - Northeast Ward - Vote for none or one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	733	5,420	13.52%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Kathleen Belanger		15	93.75%	473	86.47%	140	82.84%	628	85.79%
Rick Herzog		1	6.25%	74	13.53%	29	17.16%	104	14.21%
Cast Votes:		16	100.00%	547	100.00%	169	100.00%	732	100.00%
Undervotes:		0		1		0		1	
Overvotes:		0		0		0		0	

City of Nacogdoches Councilmember - Northwest Ward - Vote for none or one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	498	4,073	12.23%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Brad Maule		12	60.00%	241	67.51%	75	62.50%	328	66.00%
Anne Keehnen		8	40.00%	116	32.49%	45	37.50%	169	34.00%
Cast Votes:		20	100.00%	357	100.00%	120	100.00%	497	100.00%
Undervotes:		1		0		0		1	
Overvotes:		0		0		0		0	



City Council Meeting

Date: May 16, 2023

Agenda Item: 3.B.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Administer Statement of Officer and Oath of Office for newly elected Council Members. (City Secretary)

SUMMARY/BACKGROUND: As stated in the Texas constitution, Article 16, Section 1, before an elected officer may assume duties of the office, the officer shall subscribe to the Statement of Officer and take the Oath of Office.

A draft of both the Statement and Oath are attached.

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. Statement of Officer
2. Oath of Office

Form 2201 - Statement of Officer (General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Execution and Delivery Instructions

A Statement of Officer required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office.

Mail: P.O. Box 12887, Austin, Texas 78711-2887.

Overnight mail or hand deliveries: James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

Fax: (512) 463-5569.

Email: Scanned copies of the executed Statement may be sent to register@sos.texas.gov

NOTE: The Statement of Officer form, commonly referred to as the “Anti-Bribery Statement,” must be executed and filed with the Office of the Secretary of State before taking the Oath of Office (Form 2204).

Commentary

Article XVI, section 1 of the Texas Constitution requires all elected or appointed state and local officers to take the official oath of office found in section 1(a) and to subscribe to the anti-bribery statement found in section 1(b) before entering upon the duties of their offices.

Elected and appointed state-level officers required to file the anti-bribery statement with the Office of the Secretary of State include members of the Legislature, the Secretary of State, and all other officers whose jurisdiction is coextensive with the boundaries of the state or who immediately belong to one of the three branches of state government. Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions. For more information, see Op. Tex. Att’y Gen. No. JC-0575 (2002) (determining the meaning of “state officer” as it is used in Article XVI).

Effective September 1, 2017, Senate Bill 1329, which was enacted by the 85th Legislature, Regular Session, amended chapter 602 of the Government Code to require the following judicial officers and judicial appointees to file their oath and statement of officer with the secretary of state:

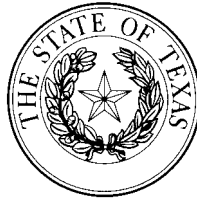
Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas; and
Associate judges appointed under Subchapter B or C, Chapter 201, Family Code.

Local officers must retain the signed anti-bribery statement with the official records of the office. *As a general rule, city and county officials do not file their oath of office with the Secretary of State— these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office.* **The Office of the Secretary of State does NOT file Statements or Oaths from the following persons:** Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges, County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD’s).

Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or register@sos.texas.gov

Revised 05/2020

Form #2201 Rev. 05/2020
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, _____, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: _____

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer

Print

Reset

Form 2204 - Oath of Office (General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Execution and Delivery Instructions

An Oath of Office that is required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office. The Oath of Office may be administered to you by a person authorized under the provisions of Chapter 602 of the Texas Government Code. Authorized persons commonly used to administer oaths include notaries public and judges.

Mail: P.O. Box 12887, Austin, Texas 78711-2887.

Overnight mail or hand deliveries: James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

Fax: (512) 463-5569. If faxed, the original Oath should also be mailed to the appropriate address above.

Email: Scanned copies of the executed Oath may be sent to register@sos.texas.gov. If sent by email, the original Oath should also be mailed to the appropriate address above.

NOTE: *Do not have the Oath of Office administered to you before executing and filing the Statement of Officer (Form 2201 – commonly referred to as the “Anti-Bribery Statement”) with the Office of the Secretary of State.*

Commentary

Pursuant to art. XVI, Section 1 of the Texas Constitution, the Oath of Office *may not* be taken until a Statement of Officer (see Form 2201) has been subscribed to and, as required, filed with the Office of the Secretary of State. Additionally, gubernatorial appointees who are appointed during a legislative session *may not* execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, Section 12.

Officers Required to File Oath of Office with the Secretary of State:

Gubernatorial appointees

District attorneys

Appellate and district court judges

Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas

Associate judges appointed under subchapter B or C, chapter 201 of the Texas Family Code

Directors of districts operating pursuant to chapter 36 or 49 of the Texas Water Code file a duplicate original of their Oath of Office within 10 days of its execution. Texas Water Code, Sections 36.055(d) and 49.055(d)

Officers Not Required to File Oath of Office with the Secretary of State:

Members of the Legislature elected to a *regular* term of office will have their Oath of Office administered in chambers on the opening day of the session and recorded in the appropriate Journal. Members elected to an *unexpired* term of office should file their Oath of Office with either the Chief Clerk of the House or the Secretary of the Senate, as appropriate.

All other persons should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.

As a general rule, city and county officials do not file their oath of office with the Secretary of State—these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office.

The Office of the Secretary of State does NOT file Statements or Oaths from the following persons: Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges (*except County Court of Law Judges who file with the Elections Division*), County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD's). Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions.

All state or county officers, other than the governor, lieutenant governor, and members of the legislature, who qualify for office, are commissioned by the governor. Tex. Gov't Code, Section 601.005. The Secretary of State performs ministerial duties to administer the commissions issued by the governor, including confirming that officers are qualified prior to being commissioned. Submission of this oath of office to the Office of the Secretary of State confirms an officer's qualification so that the commission may be issued.

Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or register@sos.texas.gov.

Revised 9/2017

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, _____, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of _____ of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Printed or Typed Name

Print

Reset



City Council Meeting

Date: May 16, 2023

Agenda Item: 6.A.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes for May 2, 2023 regular meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. Minutes



Regular Session
Nacogdoches City Council
May 2, 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 Amelia Fischer and Chad Huckaby. **Absent:** Council Members Roy Boldon and Kathleen Belanger.

1. Called to order at 5:32 p.m.
2. Pledge of Allegiance.
3. Mayor Mize presented the Motorcycle Safety Awareness Month proclamation.
4. No one spoke during Open Forum
5. Council Member Chad Huckaby removed Items 6.B. and 6.C. from the Consent Agenda for further discussion.
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 April 18, 2023 regular meeting.
 - B. Receive a report regarding Monthly financial Report for March 31, 2023.
 - C. Receive a report regarding Investment Report for quarter ended March 31, 2023.
 - D. Consider approval of an ordinance for mid-year budget amendments.

Council Member Chad Huckaby moved approval of Items 6.A. and 6.D.; motion duly seconded by Council Member Amelia Fischer and carried by unanimous vote.

6.B. Council Member Chad Huckaby thanked Finance Director Pam Curbow for all the hard work in preparing the reports in Consent Agenda Items B, and making them available on the City's website.

Council Member Chad Huckaby moved approval of Item 6.B.; motion duly seconded by Council Member Amelia Fischer and carried by unanimous vote.

6.C. Council Member Chad Huckaby thanked Finance Director Pam Curbow for all the hard work in preparing the reports in Consent Agenda Items C, and making them available on the City's website.

Council Member Chad Huckaby moved approval of Item 6.C.; motion duly seconded by Council Member Amelia Fischer and carried by unanimous vote.

7. REGULAR AGENDA:

- A. Receive a report from the Capital Needs Advisory Committee.

Judy McDonald, Capital Needs Advisory Committee Chair, gave a brief update on the progress of the committee. Mrs. McDonald stated the committee has met eleven times since the committee was created and will meet five more times. She also discussed member attendance, facility tours and expectations for the next five meetings.

Mrs. McDonald invited City Council to attend the May 23, 2023 meeting of the Capital Needs Advisory Committee at 3 p.m. at the C.L. Simon Recreation Center. The committee will also make their final presentation including recommendations to City Council at the July 11, 2023 City Council meeting.

Judy McDonald stated the sewer plant was the most shocking for the committee to see in terms of the condition of the facility. She also stated that City Council is going to have to work hard to sell this to the community.

Minutes unofficial until approved by City Council

City Council thanked Judy McDonald, the committee and City staff for the work done on this project.

City Council convened into Executive Session at 5:55 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. Deliberation regarding Real Property – Pursuant to Texas Government Code 551.072, Council will receive and discuss updated information on the value of real property and bids for properties struck off at tax foreclosure sales.

- 9. City Council reconvened in regular session at 6:46 p.m. taking no action.
- 10. Adjourned 6:46 p.m.

Mayor Jimmy Mize
City Council
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider approval of a resolution supporting a Boating Access Planning Grant through Texas Parks and Wildlife. (Community Services Director)

SUMMARY/BACKGROUND: The Boating Access Program through Texas Parks & Wildlife provides 75% matching funds through grant assistance for new construction or to renovate existing public boat ramps that provide public access to public waters for recreational boating. This grant is a planning grant only. No construction elements will be funded during this phase of the process, but it would allow the City to plan for future construction services and hire professionals to plan, scope and estimate the cost of these projects.

The objectives of this planning grant are to explore the feasibility and future construction of a kayak and canoe launch, shore and slope stabilization, access road improvements, improved lighting and restrooms at Lake Nacogdoches West Park. These future projects would benefit locals and visitors alike. Improved safety, accessibility and convenience will improve the access to these public waterways by boat, kayak and canoe. These requested projects will also benefit all of the existing amenities at Lake Nacogdoches West Park, including the disc golf courses, the swimming area, pavilions and playgrounds.

A resolution from the Nacogdoches City Council is a required document for the Texas Parks and Wildlife Division Boating Access Planning Grant.

FINANCIAL:

No financial impact associated with this item

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

Infrastructure

CITY CONTACT: Brian W. Bray, Community Services Director
brayb@nactx.us
936-559-2940

ATTACHMENTS: 1. TPWD Resolution
2. 2023 Boating Access Application

RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF SEEKING A BOATING ACCESS PLANNING GRANT WITH THE STATE OF TEXAS ACTING THROUGH THE TEXAS PARKS AND WILDLIFE DEPARTMENT.

WHEREAS, the City of Nacogdoches, finds it in the best interest of the citizens of Nacogdoches and Nacogdoches County to seek a boating access planning grant for a boating access facility on Lake Nacogdoches West at 127905 S. FM 223; and,

WHEREAS, this is a planning grant only and not construction elements will be funded during this phase of the process but would allow the City to plan for future construction services, and;

WHEREAS, the planning grant of such a facility would be of benefit to the citizens of Nacogdoches as well as transient recreational boaters from Texas and other states:

WHEREAS, the City of Nacogdoches is eligible for the boating access planning grant and will enter into a project agreement with the Department to provide for said planning.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NACOGDOCHES, TEXAS AND BE IT FURTHER RESOLVED:

1. The Nacogdoches City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency;

2. The City Manager is authorized to execute contractual documents between the City of Nacogdoches and the Texas Parks and Wildlife Department and the State of Texas as it applies to the planning grant;

PASSED AND APPROVED this the 16th day of May, 2023.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

Approved as to form:

Jan Vinson, City Secretary

Steven Kirkland, City Attorney

General Information

City of Nacogdoches

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Instructions:

The Boating Access Program provides 75% matching funds through grant assistance for new construction or to renovate existing public boat ramps that provide public access to public waters for recreational boating.

DEADLINE

The application deadline is: May 1 2023 5:00PM.

Once you have completed your application, you must SUBMIT it – otherwise it will not be routed to staff for scoring and review. You will not be able to submit after 5:00 PM on the day it is due. For instructions on submitting your application see the RGO 2020 Quick Start Guide in 'Resources' area of this website located [HERE](#).

IMPORTANT!

Unique Entity Identifier (UEI) Number (REQUIRED)

Sponsors: Federal law (2 CFR Part 25) mandates that all entities applying for Federal financial assistance must have a valid Unique Entity Identifier (formerly DUNS) and have a current registration in the Central Contractor Registry (CCR). To obtain a UEI, refer to the UEI Guidance from SAM.

SAM Number (REQUIRED)

Sponsors: Register in SAM online at <http://www.sam.gov>. Once registered in SAM, entities must renew and revalidate their SAM registration at least every 12 months from the date previously registered. Entities are strongly urged to revalidate their registration as often as needed to ensure that SAM is up to date and in synch with changes that may have been made to Unique Entity Identifier and IRS information.

Application Documents to Review Before Completing the Application

All required documents are available under the Resources link, and fillable-downloadable forms will be available in the appropriate sections within the application. Click the following hyperlink to review the [Boating Access Grant Program Guidance](#) document.

Project Schedule Guidelines

PLANNING GRANT ACTIVITY	TIME FRAME
US Fish and Wildlife Approval	Begin 12 month project period
TPWD Grant Agreement Execution (Department and Sponsor)	Must be executed within 60 days of receipt from TPWD
Begin – Architectural & Engineering Plans, Environmental Compliance	Within 90 days of execution of TPWD Planning Grant Agreement
Quarterly Status Reports	On or before Jan. 15th, April 15th, July 15th and Oct. 15th
Periodic Reimbursement Billing	Every 90 days if possible
Finalize Planning Elements	On or before 1 year anniversary of grant
Close Planning Grant	Once all required project compliance is completed,

General Information

City of Nacogdoches

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	submitted, and approved
End TPWD Planning Grant Agreement	End of Planning Activities

CONSTRUCTION GRANT ACTIVITY	TIME FRAME
US Fish and Wildlife Approval	Begin 3-year project period
TPWD Grant Agreement Execution (Department and Sponsor)	Must be executed within 60 days of receipt from TPWD
Final Construction Plan Submissions	Must be executed within 60 days of receipt from TPWD
Quarterly Status Reports	On or before January 15th, April 15th, July 15th and October 15th
Project Registration with Texas Department of Regulations and Licensing (TDLR)	As soon as possible. Reimbursements will not be processed until project is registered.
Construction to Begin	After Notice To Proceed
Periodic Reimbursement Billing	Every 90-days if possible
Temporary Project Acknowledgment Sign	As soon as possible. Submit photo to TWPD
Project Completion and Grant Close-out	Request a final inspection when project complete
Permanent Project Acknowledgment Sign	To be installed prior to the final inspection

If you have questions regarding any part the application documents or processes, please contact us:

Matthew Fougerat
Program Manager
512-389-8712
matthew.fougerat@tpwd.texas.gov

Dana Lagarde
Director, Recreation Grants
512-389-8224
dana.lagarde@tpwd.texas.gov

Technical Information and Support

If you need programmatic or technical support, please contact our office by phone (512-389-4822) or email (rec.grants@tpwd.texas.gov). Our normal hours are 8am-5pm, Monday through Friday.

Once you've completed all of the documents associated with this application, you must submit it by the application deadline in order for it to be considered. (for instructions on submitting your application [click HERE](#))

Once submitted, you can download your complete application, but you will NO LONGER be able to make changes to it. If you discover an error in your submitted application PRIOR to the deadline, contact Blake Powers at blake.powers@tpwd.texas.gov.

Paper copies of the application will not be accepted.

Applicant Information

City of Nacogdoches

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Sponsor Information

Name of Sponsor/Applying Entity:	City of Nacogdoches
Sponsor City:	Nacogdoches
Sponsor Address (Street):	PO Box 635030
Sponsor State:	Texas
Sponsor County:	Nacogdoches County
Sponsor Zip Code:	75963
Sponsor Phone:	(936) 559-2940
Sponsor Fax (if applicable):	
Tax ID #/Comptroller ID (if government entity):	17560006219
Tax Exempt #/EIN (If Non-profit):	756000621
SAM - CAGE Code:	3LCM4
Unique Entity Identifier (formerly DUNS):	021476544

Primary Grant Management Contact for this Application

Application's Primary Contact: If primary contact is not shown in the dropdown menu, your Sponsor Administrator will need to add that person to this application (instructions for doing that can be found [HERE](#)). Primary Contact Information will populate below after saving the page.

Sowell, Jessica

Primary Contact Information:

Primary Contact First Name:	Jessica
Primary Contact M.I.:	
Primary Contact Last Name:	Sowell
Primary Contact Title/Position:	Community Services Director
Primary Contact Address (Street):	PO Box 635030
Primary Contact City:	Nacogdoches
Primary Contact State:	Texas
Primary Contact Zip Code:	75963
Primary Contact Phone:	(936) 559-2940
Primary Contact Fax (if applicable):	
Primary Contact Email:	sowellj@nactx.us

Application Prepared By

Is the 'Primary Grant Management Contact' the person preparing this application for submission?

☐ Yes ☒ No

If no, please enter the preparer information below:

Application Preparer: If preparer is not shown in the dropdown menu, your Sponsor Administrator will need to add that person to this application (instructions for doing that can be found [HERE](#)). Preparer Information will

Applicant Information

City of Nacogdoches

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populate below after saving the page.
Eaton, Anthony

Preparer First Name:	Anthony
Preparer M.I.:	
Preparer Last Name:	Eaton
Preparer Contact Title/Position:	Schaumburg & Polk, Inc.
Preparer Address (Street):	320 S Broadway, Suite 200
Preparer City:	Tyler
Preparer State:	Texas
Preparer County:	Smith County
Preparer Zip Code:	75702
Preparer Phone:	(903) 595-3913
Preparer Fax (if applicable):	
Preparer Email:	aeaton@spi-eng.com

Are you the authorized official of the Sponsor entity for this application ?

☒ Yes ☐ No

Preliminary Acknowledgements, Eligibility Confirmation, Legal Information

City of Nacogdoches

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Preliminary Acknowledgements

☒ I certify that I have fully read and understand the Boating Access Grant Program General Information document prior to completing this application.

Have you reviewed the "Project Schedule Guidelines" table in the 'General Information' form and are you able to meet the suggested milestones?

☒ Yes ☐ No

Have you thoroughly reviewed the Requirements/Instructions for Completing the Application in the 'General Information' form?

☒ Yes ☐ No

Have you contacted your US Army Corps of Engineers office to start the process of obtaining a permit or a letter on US Army COE letterhead stating that your project falls under a nationwide permit for your project location?

☐ Yes ☒ No

Do you have your DUNS and SAMS Number?

☒ Yes ☐ No

Eligibility Information

Sponsor Entity Type:

- ☒ City/County
- ☐ State Agency
- ☐ Federal Agency
- ☐ Other Governmental Body
- ☐ Not-for-Profit

I am applying for:

- ☒ Planning Grant Only (No Construction Elements Included)
- ☐ Planning And Construction Grant
- ☐ Construction Grant Only (No Professional/Planning Services)

Check All Eligible Project Activities that are part of this project:

- ☒ Construction of New Boating Access Facilities
- ☐ Renovation of Existing Boating Access Facilities
- ☒ Accessibility Improvements
- ☐ Breakwaters
- ☐ Dredging (for boat lanes to open water)
- ☒ Access Roads
- ☐ Campground (accessible by boat only)
- ☐ Floating Restroom (cannot be attached to boat dock or land)

Preliminary Acknowledgements, Eligibility Confirmation, Legal Information

City of Nacogdoches

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- ☐ Acquisition of Easements or Leases for Boating Access Sites
- ☐ Acquisition of Property by Fee Simple Title for Boating Access Sites
- ☐ Educational or Interpretational Signage
- ☒ Environmental Mitigation

Previous Grants/Compliance Information

List any previous grants received from the Recreation Grants Branch specific to this Project site. If none, enter N/A. (1000 characters or less):

No previous TPWD grants are known within the past 12 years.

Describe any non-compliance issue with those grants and provide a plan of action to remedy. Applicants in non-compliance may be considered ineligible for funding, depending on the severity of the issues. If none, enter N/A. (4000 characters or less):

N/A

Legal Information

Describe any rights-of-way and/or easements at the Project site. If none, enter N/A. (4000 characters or less):

N/A

Proof of Ownership and/or Legal Control

Facilities may be developed on land and water owned in fee simple by the participating agency or where ownership of less-than-fee interests must be described. less-than-fee interests such as easements **provides permanent control of the property** commensurate with the proposed development. All less-than-fee interests must be described.

No approval will be given for the development of facilities on leased land except for property either:

1. Leased from the Federal Government, or other Public Agency, with no less than 25 years remaining on the lease and is not revocable at will; or
2. Leased from the Federal Government, or other Public Agency, to adequately ensure the facility for its "useful life".

For all properties already under the legal control of the Applicant and proposed for development, the Applicant must provide LEGIBLE evidence of legal control.

1. Recorded deed(s),
2. Lease agreements,
3. Easement agreements, or
4. Drafts of the lease or easement, with a letter of intent from the landowner to enter into the agreement. Leased land can only be with other governmental agencies, **no leases from private land owners.**

NOTE: If no deed exists, contact the Boating Access Program staff for guidance prior to grant submission.

Upload *Proof of Ownership and/or Legal Control* Document:

Preliminary Acknowledgements, Eligibility Confirmation, Legal Information

City of Nacogdoches

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Operation and Maintenance of Project Area/Facilities

The applicant is responsible for the maintenance and operation of the fund supported area(s)/facilities. If agreements exist (or are anticipated) for others to perform operations, programming and/or maintenance duties, describe such arrangements. (2000 characters or less):

The project funded area and all associated amenities are owned and will be operated and maintained by the City of Nacogdoches. As with all Park and Recreational facilities within the City, a designated City Parks Department is responsible for upkeep, maintenance and operation throughout the year. There are no third-party agreements for O/M of this facility.

Resolution Authorizing Submission of the Grant Application (if applicable)

Fillable version of this form is available for download [here](#).

Download and fill out the form, print, and obtain required signature, then upload the form.

Upload of *Signed Resolution Authorizing Application* Document:

Is the Official named in the resolution the same as the 'Primary Grant Management Contact'?

Yes [☒]

No [☐]

Project/Site Information

City of Nacogdoches

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General Project Information

Project Name: West Lake Park Improvements
Name of Water Body: Lake Nacogdoches
Type(s) of Water Body/Bodies (select one): ☒ Fresh/Inland ☐ Coastal

Project Site Information

County Name for proposed project location: Nacogdoches County
Texas **Senate** District Number for proposed project location: 3
Texas **House of Representatives** District Number for the proposed project location: 11
US Congressional District Number for the proposed project location: 17
LATITUDE at the top of the existing or proposed ramp/facility (as - or + ddd.ddddr): 31.5932694
LONGITUDE at the top of the existing or proposed ramp/facility (as - or +ddd.ddddr): -94.83765833333332
Project Extent Geospatial Data (in Google KML) optional:

Physical Address of Project Site (or nearest intersection to the body of water):
Street: FM225 and Lake Nacogdoches West Park Drive
City: Nacogdoches
State: Texas
Zip: 75961

Vicinity Map

This is to identify the general area within a county or large city. A sample is available [here](#).

If multiple files, scan into one document and upload.

Upload *Location Map* Document:

https://tpwd-recgrants.intelligrants.com/_Upload/24815_1113653-VicinityMap.pdf

Location Map

This is to specify the project location with legible street names. A sample is available at [here](#).

If multiple files, scan into one document and upload.

Upload *Location Map* Document:

https://tpwd-recgrants.intelligrants.com/_Upload/24815_1113654-LocationMap.pdf

USGS Topo Map (7.5' series)

If multiple files, scan into one document and upload.

Upload *USGS Topo Map* Document:

https://tpwd-recgrants.intelligrants.com/_Upload/24815_1113655-USGSMap.pdf

Site Photographs

If multiple files, scan into one document and upload.

Upload *Site Photographs* Document:

https://tpwd-recgrants.intelligrants.com/_Upload/24815_1113656-NacSitePics.pdf

Site Plan

As a guide, please review the [Boating Access Program's SAMPLE Site Plan](#).

Site Plans must include:

Site boundary dimensions or metes and bounds description;

Layout of proposed improvements ramp, parking, dock, access road to the nearest public street or road, restroom; and

Utility easements, above and below ground. (if applicable)

Upload *Site Plan* Document:

https://tpwd-recgrants.intelligrants.com/_Upload/24815_1113657-SitePlan.pdf

Geographical Distribution:

Provide a Map of Other Available Public Boat Ramps located within a 10-mile radius of the proposed project site, or on the same water body.

Upload *Location Map of Other Available Boat Ramps* Document:

https://tpwd-recgrants.intelligrants.com/_Upload/24815_1113660-GeographicDistributionMap.pdf

Upload Aerial Photo or Satellite Image

Identify the boundary, and all existing conditions such as existing structures, utilities (specify any overhead lines), ROWs, easements, etc.

Upload *Aerial Photo* or *Satellite Image* Document:

https://tpwd-recgrants.intelligrants.com/_Upload/24815_1113661-AerialImageryMap.pdf

Existing Site Inventory and Utilities

Existing Site Inventory:

Select All that Apply. Briefly provide details of quantity, condition, other pertinent information (limited to 150 characters).

- | | | |
|-------------------------------------|---|--|
| ☒ | Courtesy Docks: | one dock in poor condition; dock precludes access to or from boat as it projects out of water at too great of height |
| ☒ | Restroom: | 2 public restrooms on property w/one in close proximity to vehicle/trailer parking area; it is in poor/failing condition |
| ☐ | Floating Restroom (only accessible by boat, not attached to land or boat docks/courtesy docks): | |
| ☒ | Boat Ramp: | one concrete ramp for motorized watercraft; the ramp appears to be in good condition |
| ☒ | Boat Trailer Parking: | adequate trailer parking on-site |
| ☐ | Boat Wash Station: | |
| ☐ | Campground (accessible by boat only): | |
| ☐ | Fish Cleaning Station: | |
| ☒ | Single Car Parking: | adequate single car parking available on-site |
| ☒ | Other, please specify: | fishing pier in good condition, designated swim area, covered and lighted pavilion |
| ☐ | None | |

What utilities are available on the site?

Describe the existing utilities and other conditions (electrical, cable, phone, water, sewer, pipelines, wells, etc.); describe the type (major transmission, neighborhood service, natural gas, etc.); and location on the Aerial Photo/Satellite Image. **NOTE:** Existing overhead utility lines must also be identified on the Project Site Plan. If none, please enter N/A. (4000 characters or less)

Electric: Energy Service is provided to the on-site restroom building and pavilion at the upper parking lot with associated overhead lines. There is NO electric service currently in the immediate project boundary. Any additional power (associated with the grant request) will utilize buried service.

Water/Sewer: There is water and sewer service available at the restroom facility, as well. This is located near the upper parking lot as depicted on the site map(s). No potable water and no sewer service is currently located in the immediate project area.

Items Related to Overhead Utility Lines at the Project Site:

- Existing overhead utility lines **WITHIN** the project boundary must be identified on the site plan, and must be buried or removed if the project is funded.
- Above ground transmission utility lines **on the boundary of the site** can remain, and should be identified.
- All new utilities in the project boundary are required to be underground.

Are there any overhead utility lines within the Project boundary? (Be sure they are identified on the Aerial Photo/Satellite Image and the Project Site Plan.)

Yes ☐ No ☒

Existing Site Environment Information**Describe the characteristics of the surrounding land uses at the Project site.**

e.g. Residential (single-family, multi-family, rural), Commercial, Agricultural, Industrial, Parks, etc.

North (4000 characters or less):

The Lake Nacogdoches water body extends north and east of the project site. North and west are vast areas of open and undeveloped land with occasional single family dwellings on large tracts.

South (4000 characters or less):

Very large areas of undeveloped timberland and woods. Occasional single family dwellings on large tracts of privately owned land.

East (4000 characters or less):

Immediately east of the project site is the Lake Nac. body of water. Across the lake beyond the other shoreline is densely forested woodlands and large undeveloped tracts of land.

West (4000 characters or less):

There are vast undeveloped tracts of land to the West of the project site with a church (or two) along FM225 and sporadic home sites on large tracts. There are a number of planted pine forests along the western side of the lake. Further west, there are commercial properties and chicken farms.

Is the proposed project location built on reclaimed land?

☐ Yes ☒ No

Is there any history of ground contamination at the Project Site? e.g. former landfill, gas station, illegal dumping, brownfield, etc.

☐ Yes ☒ No

Describe the topography and soils at the Project site. (4000 characters or less):

Nacogdoches County, Texas (TX347)

Acres in AOI Percent of AOI

63 Trawick clay loam, 8 to 20 percent slopes 4.4 85.2%

W Water 0.8 14.8%

Totals for Area of Interest 5.1 100.0%

Describe the vegetation and wildlife present at the Project site. Indicate if any vegetation or wildlife species are considered valuable, vulnerable, rare, threatened or endangered. (4000 characters or less)

- To link to the Texas Natural Diversity Database (by county), click [here](#) and follow the instructions.
- Additional information is available at the Texas Conservation Action Plan [here](#).
- Texas Monarch Butterfly and Native Pollinator Conservation Plan, click [here](#)

* Nacogdoches

TxNDD (within one mile of project site)

Haliaeetus Leucocephalus (Bald Eagle)

Global Rank (G5) – Secure

State Rank (S3B, S3N) – Vulnerable

State Status (T) – Threatened

Crotalus Horridus (Timber/Canebrake Rattlesnake)

Global Rank (G4) – Apparently Secure

State Rank (S4) – Apparently Secure

State Status (T) – Threatened

Macrochelys Temminckii (Alligator Snapping Turtle)

Global Rank (G3G4) – Vulnerable/Apparently Secure

State Rank (S3) – Vulnerable

State Status (T) – Threatened

Proposed Project Details

City of Nacogdoches

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Proposed Project Description, Justification, Components, and Timeline

Provide a brief description of the proposed project (200 characters or less):

New kayak/canoe access ramp/launch. New courtesy dock with mooring stations. Improve access road for handicap parking. Stabilize sloping shoreline. Lighting.

Describe the level of public access provided by the proposed project (250 characters or less)

Public will have FULL access to the proposed project(s) and improvements during the normal hours of operation of the Lake West Park.

Total Project Length and Width (in linear feet): 123456789

Total Project Length and Width of each ramp lane (in linear feet): 123456789

Total Impact Area of Project - Length and Width (in linear feet): 123456789

Intended Uses:

☐ Motorized ☒ Non-Motorized ☐ Both

Types of Intended Uses:

☐ Motorized Boat Launch/Ramp

☒ Paddle Sports Launch/Ramp

☐ Other

(Please specify)

Project Need Statements:

NEED: Explain why the project is necessary and how it fulfills the purposes of the Grant Program. (4000 characters or less)

All elements foreseen in this project fulfill the general purpose of the Boating Access Grant Program by creating and providing "public access to public waters for recreational boating." As kayaking and canoeing have increased in popularity, the addition of a dedicated launch facility will provide a missing component to this Lake that is anticipated to promote and increase this form of usage. Shore stabilization will protect from future erosion and sedimentation silting into the body of water helping to mitigate the need for future dredging. Access road and lighting improvements to the handicapped parking area will aid those with disabilities to more easily navigate the distances from parking to the ramp/launch areas...whether it be to the existing ramp or the newly projected kayak/canoe ramp.

PURPOSE & OBJECTIVES: Explain the grant elements and why element is needed. (4000 characters or less)

1. Kayak/Canoe Launch - to provide safer and easier access to the Lake for this growing hobby among recreational enthusiasts, kayak anglers, racers, etc.
2. Shore/Slope Stabilization - to protect the shoreline from future erosion and sedimentation inflow into the Lake helping to ease the need for future dredging of the ramp, launch and mooring areas.
3. Access road improvements - between the handicapped parking area and the existing boat ramp, the "road" (+/- 370 LF) is deteriorated and essentially impassable by wheelchair and/or other means except vehicle. The stabilization and resurfacing of the road would provide for accessibility between parking and boating (and vice versa) for those less than able-bodied.

Proposed Project Details

City of Nacogdoches

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4. Lighting - to improve safety and accessibility in the hours after daylight
5. Restroom(s) - to provide upgraded toilet facilities and washroom for visitors to the Lake Park area as the current facility are aged and deteriorated.

RESULTS: Benefits (to community, tourism, environmental, etc.) expected from the overall project. (4000 characters or less)

The local community and visitors alike will benefit from this project through improved access to the waters of the Lake utilizing the new non-motorized watercraft launch and the convenience of safe courtesy docks with mooring slips and tie-offs. These elements will provide a far more convenient, easy, and safe way to access the Lake by boat, kayak, or canoe. As this will be the only kayak/canoe launch on the Lake, it is anticipated to be a draw for locals and visitors alike. This feature will add to the other amenities already offered at West Lake Park -- including disc golf, pavilions, playground, and cookout grills. Additional lighting will provide safer use of the facilities and parking areas after daylight hours.

Primary environmental benefits include stabilization of the shore/slope in the unprotected area(s) to prevent erosion and siltation in the water body. Siltation could negatively impact the ecosystem near the shoreline burying the habitat aquatic insects need for survival and smothering spawning beds.

ACTIONS: Describe the activities that will be used to achieve the stated objectives (4000 characters or less)

If this grant should be awarded, the local sponsor team along with the professional design consultant(s) will begin the process of permitting, planning, designing, obtaining regulatory approval of plans/specs and budget, bidding and constructing the project.

Proposed Project Details

City of Nacogdoches

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Proposed Project Components

	For RENOVATION/REPAIR of Current Facilities	For NEW Construction of Facilities
Boat Ramp	☐	☒
Boat Trailer Parking	☐	☐
Bulkhead	☐	☒
Campground (only accessible by boat)	☐	☐
Courtesy Dock(s)	☐	☒
Dredging (for boating lane(s) only)	☐	☐
Floating Restroom (only accessible by boat)	☐	☐
Lighting	☐	☒
Permanent Program Sign (permanently maintained)	☐	☒
Single Car Parking	☐	☐
Temporary Project Sign (during construction)	☐	☒

Project Schedule (Construction Projects)

Describe (4000 characters or less) the estimated time schedule for implementing the proposed Project. Applicants are allowed approximately three years from the date of USFWS approval to complete all project elements. Approved projects should be accomplished in a timely manner by the Applicant, unless delays result from extraordinary circumstances beyond the Applicant's control. 'Planning Grant Only' projects may type N/A in the text box below.

Failure to meet the grant time frames may be grounds for the Department to initiate cancellation of the project, or to deny requests for additional grant funds for new projects. ('Planning Grant Only' projects may type N/A in the text box below)

Project sign

Construct New One Lane Concrete Kayak/Canoe Launch Ramp

Remove Existing Bathroom Building

Proposed Restroom Building (Approx. 20'x30')

Shore Stabilization

Access Road Improvements

Lights

Remove and Replace Existing Pier

Proposed Project Benchmarks

FINAL DESIGNS SUBMITTED TO TPWD: (ALL projects)	4/1/2025
PROJECT REGISTRATION WITH TEXAS DEPARTMENT OF LICENSING AND REGULATIONS (TDLR) (ALL projects)	4/1/2025
CORPS OF ENGINEERING PERMIT/ENVIRONMENTAL COMPLIANCE SUBMITTED TO TPWD (ALL projects)	10/1/2025
FINAL BUDGET (ALL projects)	10/1/2025
PHOTOS OF THE PROPOSED SITE (ALL projects)	10/1/2024
CULTURAL/ENVIRONMENTAL SURVEYS (if required)	
BIDDING PROCESS, AWARD OF CONSTRUCTION CONTRACT (projects with CONSTRUCTION elements)	
ESTIMATED CONSTRUCTION CONSTRUCTION/ INSTALLATION START - <i>Six months preferred</i> (projects with CONSTRUCTION elements)	
ESTIMATED COMPLETION OF PROJECT (ALL projects)	10/1/2026

Management Experience

Describe the Primary Contact's Grant Management/Federal Fund Management Experience (1000 characters or less) The information should be provided about the Day-to-Day contact identified above.

This should include, at a minimum:

- 1.Years of grant management experience,
- 2.Past or current experience with TPWD grants,
- 3.Past or current experience with other federal/state grants,
- 4.Knowledge of the key elements of the construction contract process, and
- 5.Other information related to this contact and is relevant to this project is encouraged

Members of the City Staff including the Primary Contact and members of Parks and Public Works Departments have grant management and programmatic experience with the following: TPWD, TX Dept. of Agriculture (CDBG), Texas Water Development Board, etc.

This grant, if awarded, will be managed by the Tyler Office of Schaumburg & Polk, Inc. - a Professional Engineering Firm (TBPE Firm No. 000520). SPI has extensive experience in managing grant (and loan) funds from both State and Federal sources including, but not limited to: TPWD, TWDB, TDA, CDBG, FEMA, and USDA. They are familiar with compliance requirements related to NEPA and NHPA as well as with the Texas Historical Commission, US Army Corps of Engineers, and other antiquities and preservation regulatory agencies. SPI has successfully managed several Texas Parks & Wildlife Local Parks and Boating Access grants in the past few years. SPI is accustomed to responding to quarterly reporting requirements and reimbursement requests.

Project Budget Details

City of Nacogdoches

BA-2023-Nacogdoches-00012

Project Cost Summary and Budget Narrative

Professional Services

Does this project include costs for Professional Services PRIOR to the USFWS grant approval date?

☐ Yes ☒ No

Eligible Construction Costs

Include Site Preparation and Itemize proposed project elements to include but not limited to:

- Boat Launching Lanes
- Dredging
- Bulkhead
- Fish Cleaning Station
- Courtesy Docks
- Roads and Parking
- Restroom (floating or land-based)
- Day Use Facilities
- A temporary program acknowledgment sign is required during construction
- A permanent program acknowledgment sign is required at project completion

Project sign

Construct New One Lane Concrete Kayak/Canoe Launch Ramp

Remove Existing Bathroom Building

Proposed Restroom Building (Approx. 20'x30')

Shore Stabilization

Access Road Improvements

Lights

Remove and Replace Existing Pier

How will the development of the project be constructed/installed? (select all that apply)

- ☐ Force Account
- ☒ Contract
- ☐ In Kind
- ☐ Other Government Assistance
- ☐ Volunteers

Project Budget Details

City of Nacogdoches

BA-2023-Nacogdoches-00012

Sponsor Match

Describe (1000 characters or less) the Methodology of financial value obtained for Sponsor Match.

Sponsor Match will be provided by local appropriations through the General Fund of the City's Annual Budget.

In-Kind/Volunteer Match

Describe (1000 characters or less) the Methodology of financial value obtained for In-Kind/ Volunteer.

N/A

Budget Summary

Budget Summaries may include the following estimated costs:

A. Professional services - Phase 1

1) Pre-Agreement Costs

- a) Cultural and natural resource clearance
- b) U.S. Army Corps of Engineers 404 permit or clearance

2) Architectural/Engineering Costs

3) Design services and professionally sealed construction plans

4) Miscellaneous Costs, if needed (must be detailed)

B. Construction

1) Totals for each construction element

2) Required Program Signage:

- a) Temporary program acknowledgement sign (during construction)
- b) Permanent program acknowledgement sign or plaque

NOTE:

•**Grant Elements** are ONLY those expenses for which you will be requesting reimbursement if the grant is approved . Grant Elements = grant funds + applicant match

•**Over Match Elements** are ONLY those expenses for which you are covering the costs above the grant limit , overmatching the grant or constructing elements not part of the grant.

Earliest Beginning Date: 4/1/2025

Project Budget Details

			For TPWD use only		
			Grant Elements	Over-Match	Grant + Over-Match Total
			Approved Grant Elements	Approved Grant + Over-Match Total	
PROFESSIONAL SERVICES					
1	USACE Permit/Environmental Compliance	\$5,000	\$0	\$5,000	
2	Cultural Resource Survey	\$8,000	\$0	\$8,000	
3	Final Plans/Specifications	\$86,640	\$84,700	\$171,340	
4	Texas Department of Licensing	\$2,000	\$0	\$2,000	
5	Mitigation Costs	\$0	\$0	\$0	
6	Miscellaneous Costs	\$0	\$0	\$0	
TOTAL PROFESSIONAL SERVICES		\$101,640	\$84,700	\$186,340	\$0
CONSTRUCTION					
TOTAL CONSTRUCTION COST		\$0	\$0	\$0	\$0
TOTAL PROJECT COST		\$101,640	\$84,700	\$186,340	\$0
FEDERAL MATCH - 75%		\$76,230	APPROVED FEDERAL MATCH - 75%		\$0
SPONSOR MATCH - 25%		\$25,410	REQUIRED SPONSOR MATCH - 25%		\$0
VERIFY GRANT + OVER-MATCH		\$186,340	VERIFY APPROVED GRANT + OVER MATCH		\$0

Local Matching Share of Grant
Provide information on the source of the local matching share (25% of total project cost).
APPLICANT Voter Approved Bonds \$0
APPLICANT Funds (General Fund cash, 4-B, EDC, etc.) \$25,410
APPLICANT In-House Labor, Equipment and/or Materials \$0
PRIVATE or OTHER PUBLIC Contributions \$0
(cash, labor, equipment and/or materials)

Project Budget Details

City of Nacogdoches

BA-2023-Nacogdoches-00012

Total Match: **\$25,410**

Will Local Match be Available immediately upon TPWD Local Grant Agreement executed by both parties ?

☒ Yes ☐ No

TPWD Notes: *For TPWD use only*

Floodplains and Wetlands

Floodplain: The lowland and relatively flat areas adjoining inland and coastal waters including flood-prone areas of offshore islands, including at a minimum the 100-year floodplain.

Wetlands: Those areas that are inundated by surface or ground water with a frequency sufficient to support, and under normal circumstances support, a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds. Additional information on wetlands is available from the Texas Outdoor Recreation Plan (TORP) [Chapter 3-Wetlands](#).

Is any part of the Project area within a 100-year floodplain or include wetlands?

☒ Yes ☐ No

Provide a floodplain map delineating the floodplain/wetland area and identify the proposed Project area.

Upload *Floodplain/Wetland Map* Document: https://tpwd-recgrants.intelligrants.com/_Upload/24849_1109731-FEMAFloodplainMap.pdf

Additional Floodplain/Wetlands Environmental Information Required

The following environmental information focusing on the floodplain or wetland activity **must be included**:

- The extent of the direct and indirect impacts of the project on the floodplain/wetland area.
- Measures to be taken to minimize harm to lives and property and to the natural and beneficial floodplain/wetland values.
- Alternative actions and locations considered in the event of an adverse impact of the project on floodplain/wetland values.
- Assurance that all state and local floodplain and wetland regulations are being met.

There is an existing boat ramp and facilities on the site therefore the impact on the floodplain/wetland area is not anticipated to increase.

All methods including, but not limited to, use of silt fencing, containment fencing and all other construction means and methods will be utilized to minimize damage or harm to adjacent properties or the lake body.

There are no alternative actions or locations as this is an existing park and will continue to be utilized as such.

All state and local laws will be observed in the construction phase of the project, these will be reviewed and monitored by the contractor on the project along with the consultants construction inspector.

Public Notice

Applicant must inform the public that the proposed project will be located in a floodplain or wetland area, and that the project will have certain environmental impacts on those areas.

Applicant must publish a notice in the local media describing the proposed action in the floodplain/wetland area and invite the public to provide their views on the proposal. This may be done by holding a public hearing or making the plans and other pertinent materials available for review at a public place (i.e., city hall, courthouse, library, etc.).

Upload *Public Notice* Document:

Public Comments

Any public comments received must be submitted in a document. If no public comments are received, this must be clearly stated.

Upload *Public Comments* Document:

Other Environmental Impacts

City of Nacogdoches

BA-2023-Nacogdoches-00012

Other Impacts

Identify the level of impact, describe the impacts based on the proposed development, and discuss any anticipated short and long- term impacts of the Project on the site.

Impacts (or effects) are defined as direct or indirect changes in the existing environment which are anticipated as a result of the proposed action or related future actions. These impacts may be either beneficial or adverse, and should be identified in your description.

Description	Impact	Briefly Describe the Potential Impacts (1000 characters or less)
Geological resources: soils, slopes, streambeds, landforms, etc.	Minor Impacts	slope stabilization extending from the existing boat ramp to mitigate erosion and silting into the Lake
Marine/estuarine	N/A	
Land use/ownership patterns, property values, community livability	N/A	
Circulation, transportation	Minor Impacts	the addition of the new ramp specifically designed for non-motorized craft will increase the kind and amount of traffic to the area
Plant/animal/fish species of special concern/habitat; state/federal listed/proposed listing	N/A	
Unique or important wildlife/ wildlife habitat	N/A	
Unique or important fish/habitat	N/A	
Introduction or promotion of invasive species (plant or animal)	N/A	
Recreation resources, including parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc.	Minor Impacts	Positive impact on recreational opportunities and additional facilities at the site with a dedicated non-motorized watercraft ramp/launch. Temporary negative impact during construction of the ramp with machinery and earthwork necessary. Minimal disruption of public access to the existing boat ramp is anticipated by construction and clean-up.
Overall aesthetics, special characteristics/features	Minor Impacts	The addition of a new restroom facility and lighting will alter the existing aesthetics of the area in a positive way. These additions will also enhance the overall health and safety of the "park area." Temporary adverse effects will be experienced during the demolition and construction process. Efforts to control negatives will be addressed as site conditions dictate.

Other Environmental Impacts

City of Nacogdoches

BA-2023-Nacogdoches-00012

Historical/cultural resources, including landscapes, ethnographic, archeological, structures, etc.	N/A
Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	N/A
Minority and low-income populations	N/A
Energy resources (geothermal, fossil fuels, etc.)	N/A
Other agency or tribal land use plans or policies	N/A
Other important environmental resources that should be addressed	N/A

Unavoidable Adverse Impacts

Those effects which cannot be mitigated should be explained and the effects weighed against the beneficial impacts of the Project. Be objective as well as analytical, and avoid trying to justify or rationalize proposed actions. (4000 characters or less)

Mitigating Measures for Adverse Impacts

Adverse impacts may have short-term or long-term effects. They should be identified as such and explained. For those impacts considered adverse, and caused as a result of actions proposed in the application, explain how they will be minimized or eliminated. Adverse impacts which cannot be mitigated should be identified and discussed. You may not be able to mitigate every adverse impact, but each one should be considered and weighed against the effects considered beneficial to the community and environment . (4000 characters or less)

For example:

- The utilization of erosion control devices to prevent soil run-off during construction.
- The routing or re-routing of vehicles or the installation of traffic controls to regulate increased traffic to , from, and around the project area.
- Replacement/re-establishment of specialized fish, vegetation, or wildlife habitat which will be lost or partially lost as a result of the project's actions.
- Relocation of persons or businesses located within the project area(s).

Additional Optional Uploads

City of Nacogdoches

BA-2023-Nacogdoches-00012

Instructions:

Please upload the items below, if you already have them. If not, you can proceed with submitting your application, but please note that some of them may eventually be required if your project is selected for funding:

Environmental Clearances (please scan all related documents and upload as single PDF)

Upload *Environmental Clearances* Document:

USACE Permit / Mitigation (please scan all related documents and upload as single PDF)

Upload *USACE Permit / Mitigation* Document

THC-SHPO Clearance (please scan all related documents and upload as single PDF)

Upload *THC-SHPO Clearance* Document:

Tribal Consultation (please scan all related documents and upload as single PDF)

Upload *Tribal Consultation* Document:

USFWS Clearance (please scan all related documents and upload as single PDF)

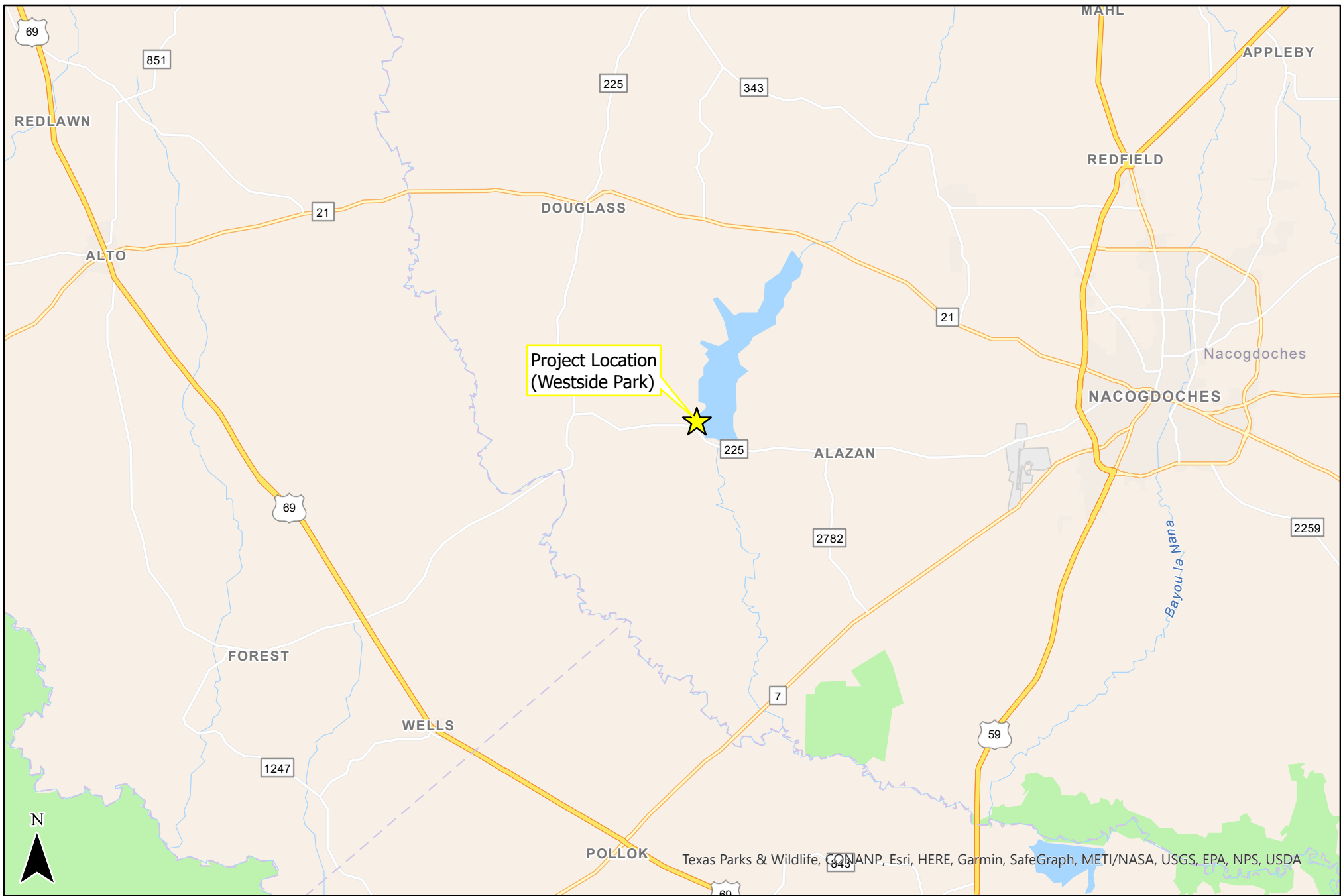
Upload *USFWS Clearance* Document:

Final Design and Specifications (please scan all related documents and upload as single PDF)

Upload *Final Design and Specifications* Document:

Do you have additional supporting documents related to your proposal? If so, scan those documents into a single PDF, then upload.

Upload *Additional Supporting* Documents:



SCHAUMBURG & POLK, INC.

BEAUMONT | HOUSTON | GARLAND | TERRELL | TYLER
320 S. Broadway Ave., Suite 200
Tyler, TX 75702
903.595.3913
Firm Registration No. F-520

2023 TPWD Boating Access Grant Application City of Nacogdoches - Westside Park Vicinity Map

1" = 3.5 Miles

0 1.25 2.5 5 Miles



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903.595.3913
Firm Registration No. F-520

2023 TPWD Boating Access Grant Application City of Nacogdoches - Westside Park Location Map

1" = 300'

0 100 200 400 Feet

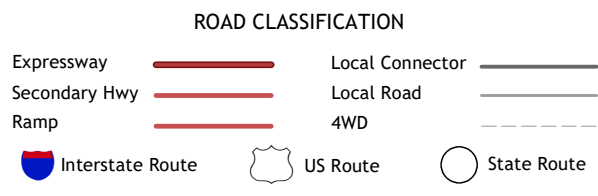
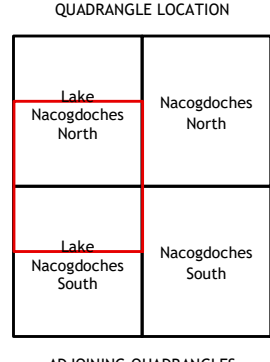
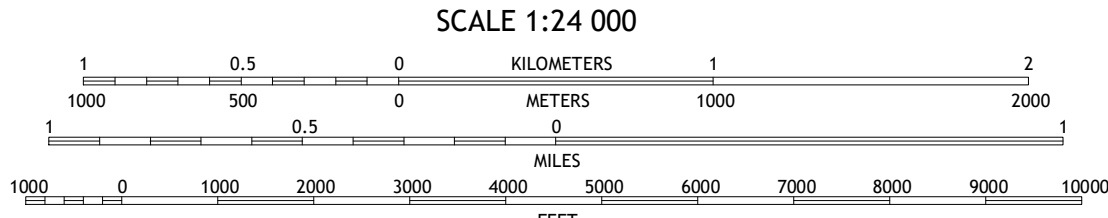
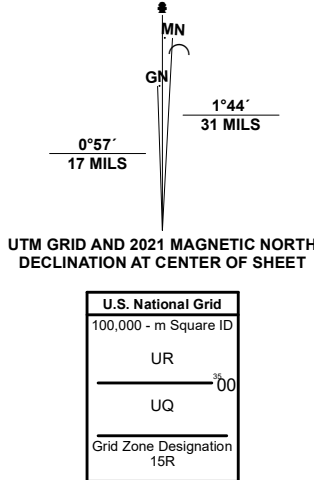


Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84)
Projection and 1 000-meter grid/Universal Transverse Mercator, Zone 19R
Data is provided by The National Map (TNM), is the best available at the time of map generation, and includes data content from supporting themes of Elevation, Hydrography, Geographic Names, Boundaries, Transportation, Structures, Land Cover, and Orthoimagery. Refer to associated Federal Geographic Data Committee (FGDC) Metadata for additional source data information.

This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands. Temporal changes may have occurred since these data were collected and some data may no longer represent actual surface conditions.

Learn About The National Map: <https://nationalmap.gov>



7.5-MINUTE TOPO, TX
2023



North View - Existing pier to be replaced



NNW view - Existing pier access



South view - Existing ramp



South view - Existing ramp



SE View - Existing ramp



North view - Existing sidewalk



North view - Existing sidewalk



South view - Shore protection



Shore protection



North view - Shore protection



NW view - Existing parking area



NE view - Sidewalk



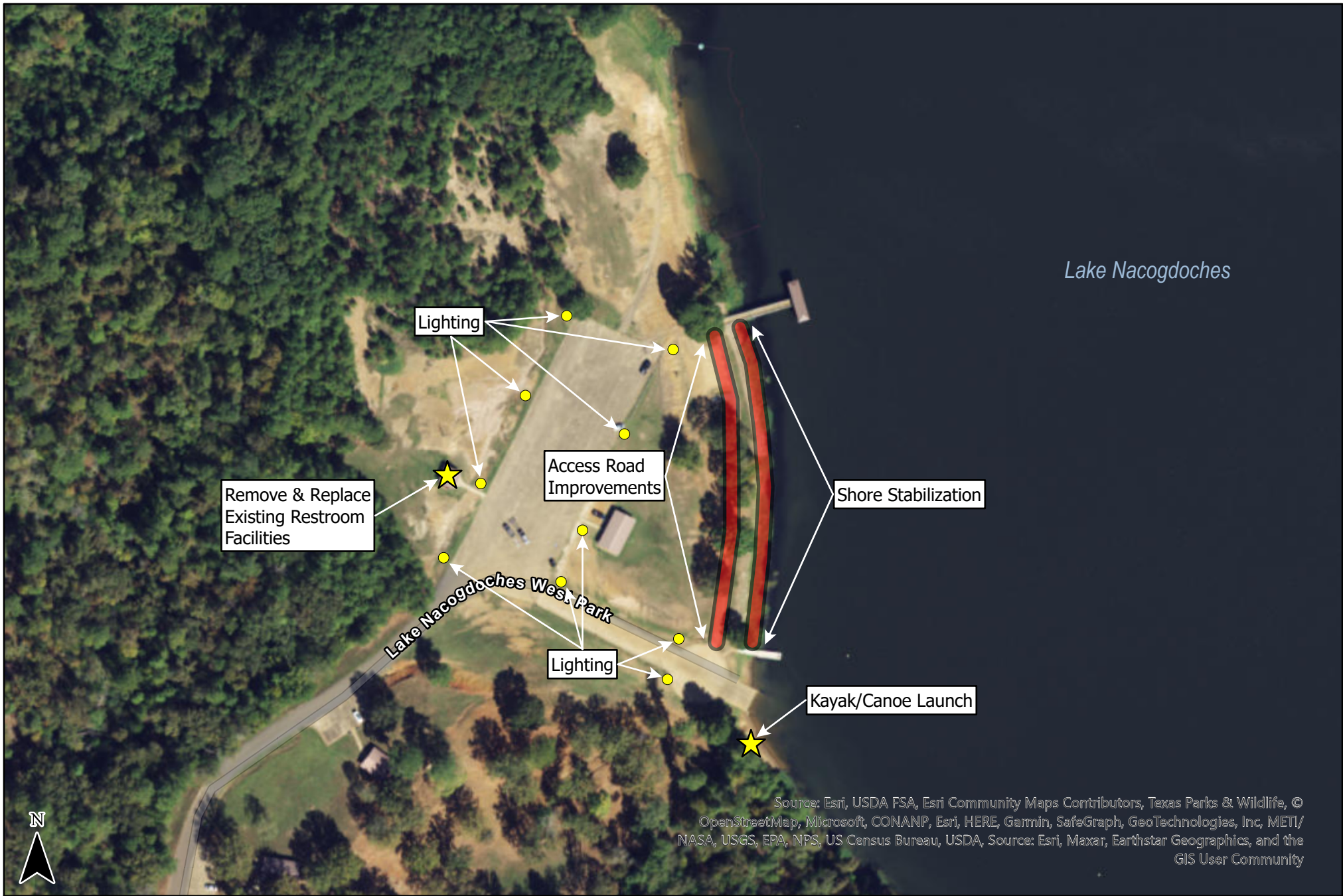
North view - Existing sidewalk



South view - Shore protection



Shore protection



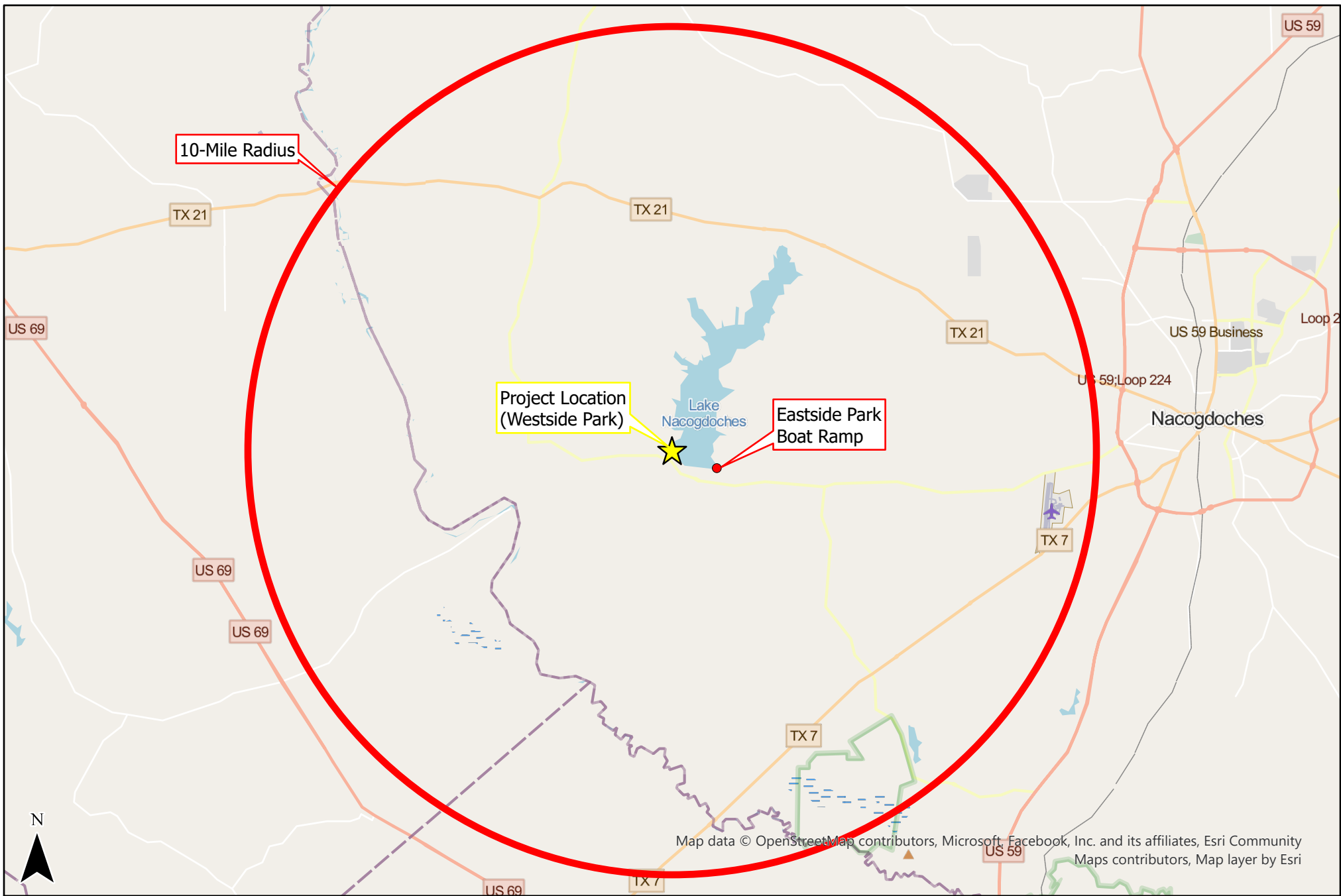
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2023 TPWD Boating Access Grant Application City of Nacogdoches - Westside Park Site Plan

1" = 200'

0 50 100 200 Feet
|-----|-----|-----|-----|

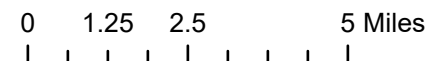


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2023 TPWD Boating Access Grant Application City of Nacogdoches - Westside Park Geographic Distribution Map

1" = 3 Miles



PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider approval of a contract between the City of Nacogdoches and CoxJones Contractors for construction services for the Ritchie Street Parking lot project in an amount of \$114,444.00. (Community Services Director)

SUMMARY/BACKGROUND: The Ritchie Street Park All Abilities Playground was constructed in early 2023. This park is 1 of only 2 National Demonstration Sites in East Texas and has many elements designed specifically for those experiencing disabilities. The next phase is to improve the Ritchie Street Park parking lot.

The Ritchie Street Park parking lot was designed by City staff with 16 wide parking spots, 2 ADA designated spots and a sidewalk running the entire length of the parking area to ensure easy access from the parking area to the playground. Since the playground is an All Abilities Playground, we intentionally made the none ADA spaces 12' wide as opposed to the standard 8'-9' wide to better accommodate patrons with mobility issues. The request for bids was advertised on April 19, 2023 with a bid deadline of May 4, 2023. One bid was received from CoxJones Contractors for a total price of \$114,444.00. Staff recommends that the Base Bid and Alternate Bid 1, which would allow for alternate construction of the accessible walkway and reduce the price of the bid, be awarded to CoxJones Contractors in the total amount of \$114,444.00, which is below the budgeted amount of \$150,000.

FINANCIAL:

Item is budgeted:

Account No.:01.86.680.40

Account Name: *Capital Parks Improvements*

Amount: \$114,444.00

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

Infrastructure

CITY CONTACT: Brian W. Bray, Community Services Director
brayb@nactx.us
936-559-2940

ATTACHMENTS:

1. Bid Tab
2. Cox Bid
3. Contract
4. Map

				Cox Concrete Contractors, Inc. dba CoxJones Nacogdoches, Texas	
Item	Quan	Unit	Description	Unit Price	TOTAL
Base Bid					
1.	1	LS	Mobilization/Demobilization	\$3,082.00	\$3,082.00
2.	1,202	SY	Site prep and grading	\$18.00	\$21,636.00
3.	1	EA	Tree Removal	\$3,943.00	\$3,943.00
4.	1,090	SY	Parking Lot Paving	\$50.00	\$54,500.00
5.	5	LF	Concrete Lay-Down Curb & Gutter	\$1,246.00	\$6,230.00
6.	1	EA	Concrete Drive Approach	\$7,638.00	\$7,638.00
7.	112	SY	Accessible Asphalt Walkway	\$82.00	\$9,184.00
8.	1	LS	Parking Lot Markings	\$3,469.00	\$3,469.00
9.	18	EA	Installation of Wheel Stops	\$119.00	\$2,142.00
10.	1	EA	Installation of Van Accessible Parking Sign	\$3,292.00	\$3,292.00
11.	1	LS	Site Restoration	\$3,248.00	\$3,248.00
Additive Alternate Bid 1					
12.	112	SY	Remove and Replace Item 7 w/Accessible Asphalt Walkway with flex base, prime coat and HMAC	\$47.00	\$5,264.00
Additive Alternate Bid 2					
13.	112	SY	Remove and Replace Item 7 w/Accessible Concrete Walkway	\$113.00	\$12,656.00
Total Base Bid (Items 1-11)					\$118,364.00
Base Bid + Alt. Bid 1 (Items 1-6, 8-12)					\$114,444.00
Base Bid + Alt. Bid 2 (Items 1-6, 8-11, 13)					\$121,836.00



ADDENDUM 1

Date: April 28, 2023
To: All Interested Parties
From: Case Opperman, PE – Assistant Director of Public Works
Subject: City of Nacogdoches Ritchie Street Park Parking Lot Project

The bidding and contract documents for the above referenced project are hereby amended as follows:

Bid Form has been revised to include additive alternate bid items. Revised Bid Form is attached. Please replace the original Bid Form with the Revised Bid Form in your bid submission.

CLARIFICATION ONLY

City will remove existing fencing within project area prior to work commencing.

Bids will be received until 2:00 PM, Thursday, May 4, 2023 at which time bids will be opened at:

City Hall Conference Room 203
202 E. Pilar Street
Nacogdoches, TX 75961

Acknowledge and return this signed addendum with your bid. Failure to do so may cause your bid to be considered non-responsive.



Authorized Representative

Cox Concrete Contractors, Inc. dba CoxJones
Company/Firm

May 4, 2023
Date

Ritchie Street Park Parking Lot

BID FORM - REVISED

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
BASE BID					
1.	1	LS	Mobilization/Demobilization <u>Three Thousand Eighty-Two Dollars</u> per LS (written in words)	\$ <u>3,082.00</u>	\$ <u>3,082.00</u>
2.	1,202	SY	Site prep and grading to include vegetation and debris removal, existing pavement removal, installation of temporary erosion control devices, site grading and scarification and recompaction of soil, complete in place according to plans and specifications. <u>Eighteen Dollars</u> per SY (written in words)	\$ <u>18.00</u>	\$ <u>21,636.00</u>
3.	1	EA	Tree removal including stump and root removal, complete in place according to plans and specifications. <u>Three Thousand Nine Hundred Forty-Three Dollars</u> per EA (written in words)	\$ <u>3,943.00</u>	\$ <u>3,943.00</u>
4.	1,090	SY	Parking lot paving to include installation of crushed limestone flexible base (6" depth), prime coat, and 2" hot mix asphalt concrete pavement overlay, complete in place according to plans and specifications. <u>Fifty Dollars</u> per SY (written in words)	\$ <u>50.00</u>	\$ <u>54,500.00</u>
5.	5	LF	Concrete lay-down curb and gutter to include sawcut and removal of existing curb, installation of new curb return and reinforcing steel, tying into existing drive approach including width to match existing concrete, complete in place according to plans and specifications <u>One Thousand Two Hundred Forty-Six Dollars</u> per LF (written in words)	\$ <u>1,246.00</u>	\$ <u>6,230.00</u>
6.	1	EA	Concrete drive approach to include sawcut and removal of existing curb, installation of 4' concrete drive approach, curb returns and reinforcing steel, tying into existing curb and gutter, complete in place according to plans, specifications and City standard details for commercial driveway construction. <u>Seven Thousand Six Hundred Thirty-Eight Dollars</u> per EA (written in words)	\$ <u>7,638.00</u>	\$ <u>7,638.00</u>

Ritchie Street Park Parking Lot

BID FORM - REVISED

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
7.	112	SY	Accessible asphalt walkway along east edge of parking lot (5' wide, 5" thick) including tie-in to existing concrete header at playground, complete in place according to plans and specifications. <u>Eighty-Two Dollars</u> per SY (written in words)	<u>\$82.00</u>	<u>\$9,184.00</u>
8.	1	LS	Parking lot markings including striping between parking stalls and hatched area, complete in place according to plans and specifications. <u>Three Thousand Four Hundred Sixty-Nine Dollars</u> per LS (written in words)	<u>\$3,469.00</u>	<u>\$3,469.00</u>
9.	18	EA	Installation of wheel stops , complete in place according to plans and specifications. <u>One Hundred Nineteen Dollars</u> per EA (written in words)	<u>\$119.00</u>	<u>\$2,142.00</u>
10.	1	EA	Installation of van accessible parking sign , complete in place according to plans and specifications. <u>Three Thousand Two Hundred Ninety-Two Dollars</u> per EA (written in words)	<u>\$3,292.00</u>	<u>\$3,292.00</u>
11.	1	LS	Site restoration , including fine grading, installation of temporary erosion control mats, seeding and fertilizing of any disturbed surface areas, removal of any construction debris, complete in place according to plans and specifications. <u>Three Thousand Two Hundred Forty-Eight Dollars</u> per LS (written in words)	<u>\$3,248.00</u>	<u>\$3,248.00</u>
<u>Additive Alternate Bid 1</u>					
12.	112	SY	Remove Item 7 from Bid and Replace with following: Accessible asphalt walkway along east edge of parking lot (5' wide) including crushed limestone flexible base (6" depth), prime coat, and 2" hot mix asphalt concrete pavement and tie-in to existing concrete header at playground, complete in place according to plans and specifications. <u>Forty-Seven Dollars</u> per SY (written in words)	<u>\$47.00</u>	<u>\$5,264.00</u>

Ritchie Street Park Parking Lot

BID FORM - REVISED

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
------	----------	------	-------------	------------	-------

Additive Alternate Bid 2

13.	112	SY	Remove Item 7 from Bid and Replace with following: Accessible concrete walkway along east edge of parking lot (5' wide) including all preparation, concrete, reinforcement, materials and doweled tie-in to existing concrete header at playground, complete in place according to plans and specifications. One Hundred Thirteen Dollars	\$ 113.00	\$ 12,656.00
			per SY (written in words)		

BID SUMMARY

BASE BID TOTAL (Items 1-11) 118,364.00

One Hundred Eighteen Thousand Three Hundred Sixty-Four Dollars
BASE BID TOTAL (written in words)

ALTERNATE BID 1 TOTAL (Item 12) 5,264.00

Five Thousand Two Hundred Sixty-Four Dollars
ALTERNATE BID 1 TOTAL (written in words)

ALTERNATE BID 2 TOTAL (Item 13) 12,656.00

Twelve Thousand Six Hundred Fifty-Six Dollars
ALTERNATE BID 2 TOTAL (written in words)

TOTAL CALENDAR DAYS TO SUBSTANTIAL COMPLETION 45

BY: Brenda Jones
Brenda B. Jones, President
Printed Name Title

COMPANY: Cox Concrete Contractors, Inc. dba CoxJones Phone No. (936) 564-6500

P.O. Box 631447 Nacogdoches, TX 75963-1447
Address City State Zip

Bid Bond

Bond No. N/A

CONTRACTOR:

(Name, legal status and address)

Cox Concrete Contractors, Inc. dba CoxJones
P.O. Box 631447
Nacogdoches, TX 75963

SURETY: Continental Casualty Company: Illinois Corporation

(Name, legal status and principal place
of business)

333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

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

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

OWNER:

(Name, legal status and address)

City of Nacogdoches
202 Pilar St.
Nacogdoches, TX 75961

BOND AMOUNT: 5% GAB

PROJECT:

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

Construction Services for Ritchie Street Park Parking Lot Project

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

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

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

Signed and sealed this 3rd day of May, 2023.


(Witness)

(Witness)

Cox Concrete Contractors, Inc. dba CoxJones

(Principal)



(Title)

(Seal)

Continental Casualty Company

(Surety)


(Title) Attorney in Fact

(Seal)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Joe Max Green, Gary L La Four, Michael Edwin Henson, Denise S Moreau, Scott Naugle, Belinda Irwin, Jennifer Michelle Ward, Individually

of Nacogdoches, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 23rd day of June, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 3rd day of May, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

CNA SURETY

- **IMPORTANT NOTICE**

To obtain information or make a complaint:

- You may call CNA Surety's toll-free telephone number for information or to make a complaint at

1-800-331-6053

- You may also write to CNA Surety at

P.O. Box 655908

Dallas, TX 75265-5908

or

P.O. Box 5077

Sioux Falls, SD 57117-5077

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

1-800-252-3439

- You may write the Texas Department of Insurance

P.O. Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

- **PREMIUM OR CLAIM DISPUTES:**

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

- **ATTACH THIS NOTICE TO YOUR POLICY OR BOND:**

This notice is for information only and does not become a part or condition of the attached document.

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

Name of Company: Cox Concrete Contractors, Inc. dba CoxJones

Company Years in Business: 46

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

Project	Municipality	\$ Amount	Type	Date
Jail Roof Replacement	Nacogdoches County	260,000	Renovation	2023
Concrete Maintenance	City of Nacogdoches	135,493	Maintenance	2022
Maroney Park Splashpad	City of Nacogdoches	353,981	New Construction	2019
Transportation Improvements	City of Lufkin	376,479	Sidewalks	2019
Weigh Station	Nacogdoches County	760,436	New Construction	2018
Airport Renovations	City of Nacogdoches	54,638	Renovation	2018

Superintendent & Project Manager Information

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

Superintendent	Years Experience	Projects
Bruce Clifton	34	Durst Taylor House Renovations
		Lufkin ISD Parking
		Hudson ISD Multi-Purpose
		Hudson ISD Culinary Kitchen
		Brown Family Health

Project Manager	Years Experience	Projects
Bruce Clifton - See Above		

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

1. Lufkin ISD Burley Primary &		Goodwin-Lasiter-Strong
Lufkin HS Parking Improvements		Hudson Henderson, Architect
\$1,450,432 Completed 2022		(936) 637-4900
Dr. Lynn Torres (936) 630-4331		

2. Shelbyville ISD Driveway		CoxJones
Improvements & Parking		Ken Jones, Architect
\$355,664 Completed 2021		(936) 564-6500
Dr. Ray West (936) 332-2348		

3. SFASU Parking Lots 2020		Two Fifteen Consulting
\$601,092 Completed 2020		Michael Delaney, Engineer
Jessica DeWitt (936) 468-4807		(936) 569-0505

4. Hudson ISD MS Canopy &		Goodwin-Lasiter-Strong
Peavy Primary Drive		Mark Strong, Architect
\$471,105 Completed 2020		(936) 637-4900
Mr. Donny Webb (936) 875-3351		

5. City of Crockett Downtown		KSA Engineers
Sidewalks		Bob Thurber, Engineer
\$235,835 Completed 2019		(936) 637-6061
Mr. John Angerstein (936) 554-5156		

CERTIFICATION OF BID

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

Signed By: Brenda Jones Title: President
Typed Name: Brenda B. Jones Company Name: Cox Concrete Contractors, Inc. dba CoxJones
Phone No: (936) 564-6500 Fax No: (936) 564-8242

Email: bjones@coxjones.com

Bid Address: P.O. Box 631447 Nacogdoches, TX 75963-1447
P.O. Box or Street City State Zip

Remit Address: P.O. Box 631447 Nacogdoches, TX 75963-1447
P.O. Box or Street City State Zip

Federal Tax ID No: 75-1991843

DUNS No: 105515407

Date: May 4, 2023

CITY OF NACOGDOCHES CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the **City of Nacogdoches**, a Texas home-rule municipal corporation (the "City") and CoxJones, a limited liability corporation (the "Contractor"), for **Construction Services for Ritchie Street Park Parking Lot Project** located in Nacogdoches, Texas (the "Project").

1. DEFINITIONS

1.01. Calendar Day. A "calendar day" is any day of the week or month, no days being excepted.

1.02. City. Whenever the word "City" is used, it shall mean and be understood as referring to the City of Nacogdoches, Texas.

1.03. City's Representative. Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.

1.04. Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.

1.05. Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.06. Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.

1.07. Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.08. Final Completion. The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.09. Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.10. Nonconforming work. The term "nonconforming work" shall mean work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.11. Parties. The "parties" are the City and the Contractor.

1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.

1.13. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.14. Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following: **Construction Services for Ritchie Street Park Parking Lot Project** located in Nacogdoches, Texas.

1.16. Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01. The Contract Documents and their priority shall be as follows:

- 2.01.01. This signed Agreement
- 2.01.02. Addendum to this Agreement
- 2.01.03. General Conditions
- 2.01.04. Special Conditions
- 2.01.05. Technical specifications
- 2.01.06. Drawings
- 2.01.07. Instructions to Bidders and any other notices to Bidders or Contractor
- 2.01.08. Performance bond, Payment bonds, Bid bonds and Special bonds
- 2.01.09. Contractor's Proposal

2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, specifications, and related Contract Documents for its use during construction. Plans and specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03. The Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work

site with the latest revisions noted thereon. For proper execution of the work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04. All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the plans and specifications and “as built” drawings, are to be returned to the City on request at the completion of the work. All Contract Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City’s interpretation. The terms and conditions of this Clause 2.04, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 8.01. and 8.02.

3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02. **Time is of the essence in this Agreement.** Accordingly, the Contractor shall be prepared to perform the work in the most expedient and efficient possible manner in order to complete the work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the notice to proceed. The notice to proceed may be given by oral notification or set by City's Representative at the post-contract award conference. **The notice to proceed may not be given, nor may any work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Paragraphs 27 and 28 (Insurance & Bonds).**

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **One Hundred Fourteen Thousand Four Hundred Forty-Four and 00/100 Dollars (\$114,444.00).**

4. CITY'S REPRESENTATIVE

4.01. The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02. The City's Representative may periodically review and inspect the work of the Contractor.

4.03. The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the work performed under this Agreement and ensure that said work is performed in accordance with the plans and specifications.

4.04. The Contractor shall regard and obey the directions and instructions of City's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

4.05. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

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

5.02. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.04. Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01. It is understood and agreed that the Contractor has, by careful examination, studied and compared the various Drawings and other Contract Documents, satisfied itself as to the nature and location of the work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any work on the Project that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03. If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01. Prior to the commencement of the work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.
- (b) The names and addresses of all proposed subcontractors in writing.
- (c) Schedules of the starting and ending dates of subcontractors and the scope of work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02. The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

10.02. Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's schedule submitted herein. The Contractor shall promptly resubmit a revised schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to

carry on the work with dates at which the Contractor will start the several parts of the work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03. The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04. **Work Stoppage.** If in the judgment of either the City or City's Representative any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the work of the Contractor or any sub contractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01. Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02. The Contractor shall be responsible for all power, light, and water required to perform the work.

11.03. Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04. **Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all work in a manner acceptable to City's Representative in accordance with applicable City of Nacogdoches codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the plans and specifications.

11.05. **Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06. **Contractor's Structures.** The building or locating of structures for housing men or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.07. The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.08. City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, in the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.09. When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the

other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work at the Project site be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01. Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02. All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03. Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or

signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04. Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01. The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

13.03. The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the plans, specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the

work, and fails to do so, if the work is in accordance with the plans, specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04. City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01. All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02. If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

- (a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.
- (b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01. The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02. Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01. The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. The Contractor shall issue exemption certificates to its suppliers and Subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02. **Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by the City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

16.03. **Progress Payments.** On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

16.04. **Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

16.05. If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have

the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09. Unless otherwise provided in the Contract Documents:

- (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10. **Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11. **Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

- (f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (g) City's determination of an amount of liquidated damages.
- (h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.12. The Parties agree that the City or the state auditor, if state funds are used to fund this contract, may conduct an audit or investigation of any entity receiving funds from the City directly or indirectly through a subcontract under the contract. The acceptance of funds under the contract or subcontract acts as acceptance of the authority of the City or the state auditor to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the City or the state auditor with access to any information the City or the auditor considers relevant to the investigation.

17. EXTRA WORK CHARGES

17.01. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02. For "Extra Work", as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than ***twenty-five percent (25%)***. Written change orders that do not exceed ***twenty-five percent (25%)*** of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than ***Fifty Thousand Dollars (\$50,000.00)***. Changes in excess of ***Fifty Thousand Dollars (\$50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

17.03. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost of the work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, worker's compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these

accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All costs must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01. The date of beginning, the time for Substantial Completion and Final Completion of work as specified in this Agreement are of the essence in this Agreement.

18.02. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed will be given in written form or set by the City's Representative at the post-award conference.

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor has bid **45 calendar days** for the time within which it shall reach Substantial Completion of the Project.

18.04. The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(a) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

21. DELAYS

21.01. The Contractor, in undertaking to complete the work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02. The City may, in its sole discretion, delay the work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the work.

21.03. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental expenses resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the work has been delayed by one or more of the following:

- (1) an act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (2) by changes ordered in the work, or reductions thereto approved in writing;
- (3) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
- (4) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01. The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of

Five Hundred and no/100 DOLLARS (\$500.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

24.03. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all labor and materials provided to the City 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 in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

25.02. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion of the Work, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01. **Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02. **Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **Sixty Dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03. The Contractor and each subcontractor shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04. No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05. **Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold

the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06. **Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

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

28. BOND PROVISIONS

28.01. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C**.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim

for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01. If the Contractor has abandoned the Project or the City has terminated the contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the work in compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

29.01.01. The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

29.01.02. The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02. Should the cost to complete the work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

30.04 The Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA;

30.05 In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of this contract it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state;

31. SAFETY PRECAUTIONS

31.01. All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Nacogdoches Fire Department marked "Attn.: Assistant Chief".

31.02. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

31.03. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Paragraph 31.07, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds**

City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 31.04.

31.05. In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06. City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 31.07 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the “competent person” required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01. CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND OR/OR DESIGNEES FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY, SUITS OR CAUSES OF ACTION, AND ALL RELATED COSTS, ATTORNEY FEES, AN EXPENSES FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02 The defense of any claim shall be coordinated by Contractor with the City Attorney of the City of Nacogdoches, Texas when the City is named Defendant in any lawsuit and Contractor may not agree to any settlement without first obtaining the concurrence from the City Attorney. The Parties agree to furnish timely written notice to each other of any such claim.

33.03. The indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.

- (b) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- (c) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.
- (d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.
- (e) The Contractor shall also be responsible for the removal of all related debris.
- (f) The Contractor shall also be responsible for subcontractors hired by it.
- (g) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

33.04. The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.05. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

34. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to

perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City.

35. PERMITS AND LICENSES

The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

36. ROYALTIES AND LICENSING FEES

The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the Project. It shall defend all suits or claims for infringement of any patent rights. Further, if the Contractor has reason to believe that the design, service, process, or product specified is an infringement of a patent, it shall promptly give such information to City's Representative.

37. BREACH OF CONTRACT & DAMAGES

37.01. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

38.01. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

38.04. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

38.05. If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01. After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. HIRING

During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. **ASSIGNMENT**

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

45. **EFFECTIVE DATE**

The effective date of this contract shall be the date of award of the contract.

46. **OTHER TERMS**

46.01. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.03. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.04. **Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.05. **Mediation.** After receipt of a Notice of Claim, the City may elect to refer the matter to the Architect, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The City may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in Nacogdoches, Texas.

46.06. **Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.07. **Choice of Law and Place of Performance.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Nacogdoches County, Texas, United States of America.

46.08. **Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

46.09. **Authority to Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.10. Contractor Affirmations: If this contract is funded in whole or in part by money from the State of Texas, State law requires the following certifications, representations and/or warranties. Regardless of funding by the State, by signature hereon affixed, the Contractor hereby certifies that:

- (a) Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract
- (b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
- (c) **Antitrust.** Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- (d) **Child Support.** Pursuant to §231.006(d), Texas Family Code, regarding child support, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Contractor subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

- (e) **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions>.
- (f) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- (g) **Critical Infrastructure.** If Contractor will be granted direct or indirect access to a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility, Contractor certifies that neither it or its parent company, is (1) majority owned by citizens or governmental entities of China, North Korea, Russia or any other country designated by the Governor under Government Code 2274.0103, or (2) headquartered in any of those countries.
- (h) **Convictions.** Under Sections 2155.006, 23155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.
- (i) **COVID Vaccinations.** Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.
- (j) **Boycotts.** (1) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract. (2) To the extent this Contract has a value of \$100,000 or more and Contractor is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Contractor certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).

46.11. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to

have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.12. **Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13. **Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.14. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.15. **Notice of Indemnification.** City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

CoxJones

CITY OF NACOGDOCHES

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

Exhibit A
DAVIS BACON WAGE RATES

General Decision Number: TX20230028 01/06/2023

Superseded General Decision Number: TX20220028

State: Texas

Construction Type: Highway

Counties: Anderson, Angelina, Bosque, Camp, Cass, Cherokee, Erath, Falls, Fannin, Franklin, Freestone, Grimes, Hamilton, Henderson, Hill, Hood, Hopkins, Houston, Jack, Jasper, Lamar, Leon, Limestone, Madison, Marion, Milam, Morris, Nacogdoches, Navarro, Newton, Palo Pinto, Panola, Polk, Rains, Red River, Sabine, San Augustine, Shelby, Somervell, Titus, Trinity, Tyler, Van Zandt, Walker, Washington and Wood Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023. 	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed 	

	on this wage determination,	
	if it is higher) for all	
	hours spent performing on	
	that contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

SUTX2011-009 08/08/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 13.38	**
ELECTRICIAN.....	\$ 20.92	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 11.33	**
Structures.....	\$ 13.07	**
LABORER		
Asphalt Raker.....	\$ 11.34	**
Flagger.....	\$ 9.03	**
Laborer, Common.....	\$ 10.30	**
Laborer, Utility.....	\$ 11.53	**
Pipelayer.....	\$ 13.24	**
Work Zone Barricade		
Servicer.....	\$ 11.22	**
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor.....	\$ 12.35	**
Asphalt Distributor.....	\$ 14.36	**
Asphalt Paving Machine.....	\$ 12.92	**
Broom or Sweeper.....	\$ 10.30	**
Concrete Pavement		
Finishing Machine.....	\$ 19.31	
Concrete Paving, Curing,		
Float, Texturing Machine....	\$ 16.34	
Crane, Hydraulic 80 Tons		
or Less.....	\$ 20.21	
Crane, Lattice boom 80		
Tons or less.....	\$ 14.67	**
Crane, Lattice boom over		

80 Tons.....	\$ 17.49	
Crawler Tractor.....	\$ 13.38	**
Excavator 50,000 pounds or less.....	\$ 13.88	**
Excavator, Over 50,000 pounds.....	\$ 16.22	
Foundation Drill, Truck Mounted.....	\$ 20.76	
Front End Loader 3 cu yd or Less.....	\$ 12.89	**
Front End Loader, over 3 cu yd.....	\$ 12.32	**
Loader/Backhoe.....	\$ 12.87	**
Mechanic.....	\$ 18.58	
Milling Machine.....	\$ 12.86	**
Motor Grader, Fine Grade....	\$ 17.07	
Motor Grader, Rough.....	\$ 15.12	**
Pavement Marking Machine....	\$ 13.17	**
Reclaimer/Pulverizer.....	\$ 10.46	**
Roller, Asphalt.....	\$ 11.68	**
Roller, other.....	\$ 10.30	**
Scraper.....	\$ 12.43	**
Spreader Box.....	\$ 13.68	**
Servicer.....	\$ 13.83	**
Steel Worker (Reinforcing).....	\$ 15.83	**
TRUCK DRIVER		
Lowboy-Float.....	\$ 14.30	**
Off Road Hauler.....	\$ 12.23	**
Single Axle.....	\$ 10.30	**
Single or Tandem Axle Dump..	\$ 12.28	**
Tandem Axle Tractor with Semi Trailer.....	\$ 12.50	**

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Umbrella / Excess Liability – required for contract amounts exceeding \$1,000,000
- D. Workers' Compensation
- E. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Nacogdoches.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of Nacogdoches.
- F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$500,000.00 per occurrence for bodily injury and property damage with an annual

aggregate limit of \$1,000,000.00 which limits shall be endorsed to be per Project.

- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

- VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor’s policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be

furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.

VII. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. Workers compensation insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
- K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the*

Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

- VIII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
- A. The company is licensed and admitted to do business in the State of Texas.
 - B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
 - C. All endorsements and insurance coverages according to requirements and instructions contained herein.
 - D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of Nacogdoches.
 - E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit C
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Project No. _____

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF NACOGDOCHES

§

THAT WE, _____, as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Nacogdoches, a municipal corporation, in the sum of One Hundred Fourteen Thousand Four Hundred Forty-Four and 00/100 Dollars (\$114,444.00), for the payment of which sum, well and truly to be made to the City of Nacogdoches and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Nacogdoches for **Construction Services for Ritchie Street Park Parking Lot Project** all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of Nacogdoches or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of Nacogdoches shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of Nacogdoches shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of Nacogdoches or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of Nacogdoches from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract. In the event that the City of Nacogdoches shall bring

any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in NACOGDOCHES County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF NACOGDOCHES, TEXAS:

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Project No. _____

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF NACOGDOCHES

§

THAT WE, _____, as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of Nacogdoches, a municipal corporation, in the sum of One Hundred Fourteen Thousand Four Hundred Forty-Four and 00/100 Dollars (\$114,444.00), for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of Nacogdoches, dated the _____ day of _____, 20____, for **Construction Services for Ritchie Street Park Parking Lot Project** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF NACOGDOCHES, TEXAS:

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

Exhibit D
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Exhibit E
PLANS, SPECIFICATIONS AND DRAWINGS

A horizontal scale bar with tick marks at 0, 15, and 30 feet. The text "0", "15", and "30 Feet" is printed above the bar. The bar itself is a solid black line.

Notes	
1	Remove existing surface material (including pavement), scarify and recompact subgrade to 8" below top of pavement specified in plans.
2	Apply 6" flexible base-crushed limestone per specifications.
3	2" Type D HMAC asphalt pavement
4	Top of pavement flush with existing adjacent grades.
5	Sawcut and remove existing curb (40 LF).
6	Construct Driveway to City standards and specifications for commercial driveways.
7	Construct 5" thick by 5' wide sidewalk to City standards and specifications. Sidewalk shall be a TAS compliant accessible route.
8	Construct sidewalk flush with TOP.
9	Elevation callouts are provided as a guideline to proposed site grading. Contractor shall be responsible for establishing positive site drainage.
10	6' X6" wheel stop (18 total) centered in each stall 2' from edge of pavement anchored with (2) #4 rods to minimum depth of 18"
11	4" wide yellow reflective striping on parking stripes and hatched area.
12	Paint accessible symbol white with blue background centered in stall, reflective paint (2 EA).
13	Install "Van Accessible" sign centered behind wheel stop in van accessible stall.
14	Remove existing tree (1 EA) stump and roots.





City Council Meeting

Date: May 16, 2023

Agenda Item: 6.D.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider rejecting bids for the Lake Nacogdoches Walkway Project.
(Community Services Director)

SUMMARY/BACKGROUND: The City of Nacogdoches Community Services Director, in conjunction with Schaumberg & Polk, Inc. (SPI), solicited bids for the Lake Nacogdoches ADA Walkway project. Construction Managers of Southeast Texas, LLC was the lone bidder on the project with a base bid of \$339,700.20, with a budgeted amount for this project of \$130,000.

Travis Reed, Project Manager for SPI, recommended that this bid be rejected based on cost. Although it is difficult to estimate prices with current market fluctuations, it is SPI's opinion that this bid is excessively high.

Prior to rebidding the project, City staff and the Project Manager will review and adjust the project scope and wording to more clearly articulate the intent of the project. There will also be extra emphasis put on advertising in the hopes of attracting multiple bidders.

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: Brian W. Bray, Community Services Director
brayb@nactx.us
936-559-2940

ATTACHMENTS: 1. Bid



Construction Managers
of Southeast Texas, LLC

Construction Managers of Southeast Texas L.L.C
CSP for the Construction Services for Lake Nacogdoches
West Park Improvements



City of Nacogdoches, Texas

City Hall

202 E. Pilar, Suite 335

Nacogdoches, TX 75961

936-559-2935 www.nactx.us

CITY OF NACOGDOCHES, TEXAS
2023 PROJECT NO. 918111
LAKE NACOGDOCHES WEST PARK IMPROVEMENTS

Date: March 2023

To: City of Nacogdoches, TX

To Whom it Concerns:

Pursuant to the foregoing NOTICE TO BIDDERS and General Information, the undersigned BIDDER, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project hereby proposes to do all the work and to furnish all necessary superintendence, labor, machinery, equipment, tools and to complete all the work upon which he bids, and binds himself to execute a contract and bond according to the accompanying forms for performing and completing the said work within the required time and furnish all required quantities for the following prices:

ITEM	QUANTITY	UNIT	DESCRIPTION & UNIT PRICE (FILL IN UNIT PRICE IN SCRIPT & NUMBERS)	TOTAL PRICE
GENERAL BID ITEMS				
1.	1	LS	MOBILIZATION INCLUDES BUT IS NOT LIMITED TO SECURING BONDS AND INSURANCE, ESTABLISHMENT AND REMOVAL OF ANY NECESSARY PROJECT FACILITIES, MOVEMENT OF PERSONNEL, MOVEMENT OF EQUIPMENT & SUPPLIES, CLEANUP OF PROJECT SITE, AND ALL OTHER PROJECT INCIDENTALS, NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. FOR THE SUM OF Forty Thousand Nine Hundred Twenty DOLLARS & Zero CENTS Lump Sum (\$ 40,920.00)	\$40,920.00
2.	1	LS	CONSTRUCTION STAKING INCLUDING LOCATION, CONFIRMATION, AND TIE-IN OF PRE-ESTABLISHED BENCHMARKS AND EASEMENTS, AS DESCRIBED IN PLANS. THE SUM OF Eighteen Thousand DOLLARS & Zero CENTS Lump Sum (\$ 18,000.00)	\$18,000.00
3.	1	LS	PRE-CONSTRUCTION LOCATION & CONFIRMATION OF EXISTING UTILITIES, INCLUDING COORDINATION WITH TEXAS 811, FRANCHISE UTILITY COMPANIES, AND THE CITY OF NACOGDOCHES, LOCATION AND VERIFICATION OF EXACT DEPTH, LOCATION, SIZE, AND MATERIALS OF ALL UTILITIES PRIOR TO COMENCING CONSTRUCTION ACTIVITIES, ALL EQUIPMENT, MATERIALS, LABOR & SUPERINTENDENCE, ALL IN ACCORDANCE WITH THE PLANS & THE SPECS, THE SUM OF Seven Thousand Eight Hundred DOLLARS & Zero CENTS Lump Sum (\$ 7,800.00)	\$7,800.00

CITY OF NACOGDOCHES, TEXAS
2023 PROJECT NO. 918111
LAKE NACOGDOCHES WEST PARK IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION & UNIT PRICE (FILL IN UNIT PRICE IN SCRIPT & NUMBERS)	TOTAL PRICE
4.	1	LS	BEST MANAGEMENT PRACTICES FOR EROSION CONTROL INCLUDES COMPLETION AND SUBMISSION OF SW3P, NOI, AND NOT. INCLUDES ALL SW3P DOCUMENTATION, TEMPORARY AND FINAL SEEDING, SOIL RETENTION BLANKETS, AND STRUCTURAL CONTROLS FOR EROSION (WATTLES, HAY BALES, ROCK FILTER DAMS, ETC.) ALSO INCLUDES, BUT IS NOT LIMITED TO EQUIPMENT, LABOR, AND HAULING NECESSARY TO REPAIR ANY EROSION THAT OCCURS DURING THE PROJECT CONSTRUCTION PROCESS. ALSO INCLUDES SUPPLYING ALL MATERIALS, EQUIPMENT, LABOR, TOOLS, AND INCIDENTALS NECESSARY FOR INSTALLATION, REPLACEMENT, INSPECTION, MAINTENANCE, AND FINAL REMOVAL OF EROSION CONTROL MEASURES NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, FOR THE SUM OF Twenty Six Thousand Four Hundred DOLLARS & Zero CENTS Lump Sum (\$ 26,400.00)	\$26,400.00
6.	490	CY	EXCAVATION PER TXDOT ITEM 110, IN ACCORDANCE WITH THE PLANS, FOR THE SUM OF Ninety Nine Dollars & Sixty Cents DOLLARS & CENTS Per Cubic Yard (\$ 99.60)	48,804.00
7.	190	CY	EMBANKMENT (TYPE D) PER TXDOT ITEM 132, IN ACCORDANCE WITH THE PLANS, FOR THE SUM OF Two Hundred Four Dollars & Zero Cents DOLLARS & CENTS Per Cubic Yard (\$ 204.00)	\$38,760.00
8.	73	TON	2" HMAC TYPE D OVERLAY PER TXDOT ITEM 340, FOR THE SUM OF Three Hundred Fifty Five Dollars & Zero Cents DOLLARS & CENTS Per Ton (\$ 355.00)	\$25,915.00

CITY OF NACOGDOCHES, TEXAS
2023 PROJECT NO. 918111
LAKE NACOGDOCHES WEST PARK IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION & UNIT PRICE (FILL IN UNIT PRICE IN SCRIPT & NUMBERS)	TOTAL PRICE
9.	132	GAL	PRIME COAT (0.2 GAL/SY) PER TXDOT ITEM 310, FOR THE SUM OF <u>One Hundred Thirteen Dollars & Ten Cents</u> DOLLARS & CENTS Per Gallon (\$ <u>113.10</u>)	<u>\$14,929.20</u>
10.	242	SY	REHABILITATION OF EXISTING HMAC TRAIL FOR RECONSTRUCTION, INCLUDING BUT NOT LIMITED TO SCARIFY, REMIX, AND COMPACT EXISTING ASPHALT TRAIL. ALL EQUIPMENT, AND LABOR & SUPERINTENDENCE NECESSARY TO COMPACT SUBGRADE AREA IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, FOR THE SUM OF <u>One Hundred Sixty Six Dollars & Zero Cents</u> DOLLARS & CENTS Per Square Yard (\$ <u>166.00</u>)	<u>\$40,172.00</u>
11.	1	AC	PERMANENT SEEDING, INCLUDES BUT IS NOT LIMITED TO SUPPLYING ALL MATERIALS, EQUIPMENT, LABOR, TOOLS, SEED, TOPSOIL, FERTILIZER, SOD, EROSION BLANKETS, WATER, AND INCIDENTALS NECESSARY FOR THE ESTABLISHMENT OF VEGETATION IN ALL DISTURBED AND DREDGING APPLICATION AREAS, FOR THE SUM OF <u>Forty Eight Thousand Dollars & Zero Cents</u> DOLLARS & CENTS Per Acre (\$ <u>48,000.00</u>)	<u>48,000.00</u>
12.	1	LS	OWNER'S ALLOWANCE FOR FIELD CHANGES, CONTINGENT ON THE OWNER'S APPROVAL, FOR THE SUM OF <u>Twenty Thousand Dollar & Zero Cents</u> DOLLARS & CENTS Lump Sum (<u>\$20,000</u>)	<u>\$20,000</u>
13.	1	LS	OWNER'S ALLOWANCE FOR MATERIAL TESTING, CONTINGENT ON THE OWNER'S APPROVAL, FOR THE SUM OF <u>Ten Thousand Dollars & Zero Cents</u> DOLLARS & CENTS Lump Sum (<u>\$10,000</u>)	<u>\$10,000</u>
BASE BID ITEMS:			TOTAL BASE BID (SUM ITEMS 1-13)	<u>\$339,700.20</u>

CITY OF NACOGDOCHES, TEXAS
2023 PROJECT NO. 918111
LAKE NACOGDOCHES WEST PARK IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION & UNIT PRICE (FILL IN UNIT PRICE IN SCRIPT & NUMBERS)	TOTAL PRICE
ALTERNATE BID ITEMS:				
1A	662	SY	REINFORCED CONCRETE WALKING PATH, INCLUDING SUPPLYING AND INSTALLING 4" THICK CONCRETE, REBAR, AND CRUSHED AGGREGATE BASE MATERIAL, AND ANY NECESSARY EXCAVATION, EMBANKMENT, AND PREPARATION OF SUBGRADE. INCLUDES BUT IS NOT LIMITED TO SUPPLYING EQUIPMENT, REBAR, FORMS, MATERIALS, LABOR & SUPERINTENDENCE NECESSARY TO CONSTRUCT THE 8' WIDE CONCRETE TRAIL, COMPLETE IN PLACE, IN ACCORDANCE WITH THE PLANS AND SPECS, TO BE ADDED TO PROJECT IN LIEU OF BASE BID ITEMS 8-10, FOR THE SUM OF One Hundred Fifty Four Dollars & Eighty Cents DOLLARS & CENTS Per Square Yard (\$ 154.80)	102,477.60
2A	242	SY	DEMOLISH EXISTING HMAC TRAIL FOR CONSTRUCTION OF NEW CONCRETE TRAIL, INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT, AND LABOR & SUPERINTENDENCE NECESSARY TO COMPACT SUBGRADE AREA IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, TO BE ADDED TO PROJECT IN LIEU OF BASE BID ITEMS 8-10, FOR THE SUM OF One Hundred Eight Dollars & Zero Cents DOLLARS & CENTS Per Square Yard (\$ 108.00)	\$26,136.00
3A	80	CY	SAND FOR BEACH AREA, INCLUDES DELIVERY, GRADING, LABOR & SUPERINTENDENCE NECESSARY TO GRADE SAND FOR BEACH AREA AS INDICATED IN PLANS , TO BE ADDED TO PROJECT IN LIEU OF BASE BID ITEMS 8-10, FOR THE SUM OF Two Hundred Seventy Three Dollars & Zero Cents DOLLARS & CENTS Per Cubic Yard (\$ 273.00)	\$21,840.00
ALTERNATE BID ITEMS:		TOTAL ALT. BID (SUM ITEMS 1A-3A)		\$150,453.60



Construction Managers of Southeast Texas, LLC

CSP for the Construction Services for Lake Nacogdoches **West Park Improvements**

Clarifications:

- Project Duration is figured at 3 months for this project.
- Irrigation for Seeding & Sodding is figured for 3 months with water supply being supplied/provided by Owner within 150 feet from installation and must have minimum of 50 PSI and produces at least 35 gpm. No costs for the water supply have been figured in our proposal.
- Mowing Grass is not included in the proposal.
- SWPPP consists of erosion blankets and filing NOI, NTP.
- There was no Item 05 on the Bid Proposal breakdown and is how the proposal is bid.

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

Name of Company: Construction Managers of Southeast Texas L.L.C

Company Years in Business: 4 Years

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

Project	Municipality	\$ Amount	Type	Date
Lamar University Police Building Renovation	Beaumont	\$1,730,000.00	Renovation	07/30/2019
Campbell and Monroe Hall Renovations	Beaumont	\$2,338,673.37	Renovation	08/15/2018
Jefferson County Water District No. 10 Renovation	Beaumont	\$439,268.17	Renovation	03/29/2018
Lamar University Gentry Hall Emergency Stair Renovations	Beaumont	\$98,898.06	Renovation	10/1/2018
BISD Electrical Main Switchboard Upgrade	Beaumont	\$391,921.00	Renovation	05/27/2022
Kirbyville CISD HVAC Upgrades and Replacement	Beaumont	\$1,876,000.00	Renovation	09/16/2022

Superintendent & Project Manager Information

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

Superintendent	Years Experience	Projects
Randy Morgan	20+	TXDOT Foundation Repair
		Perry Sampson Park
		First Baptist Church Repairs

Project Manager	Years Experience	Projects
Jesus Cardenas	Three	Campbell and Monroe Hall Renovations
		LU Police Building Renovation
		Gentry Hall Stair Renovation

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

1. Beaumont ISD HVAC Upgrades		Salas O'Brien Architects
Mark McClelland		Alan Penn
409-617-5000		281-664-1900

2. Lamar University Cardinal Village Re-Roof 2022		BRW Architects
Lee Nguyen		Jeff Choyce
409-880-8109		281-361-3800

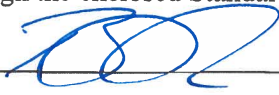
3. Lamar University Building 28 Renovation		PDG Architects
Philippe Arroyas		Tom Dearborn
409-880-8527		713-629-6100

4. MCT Credit Union		Architects Studio
Karen Frederick		Alam Farias
409-727-1446 ext. 2303		409-960-9397

5. New City of Port Arthur Transit Facility		Huitt-Zollars Inc.
Ivan Mitchell		Claude Marshall
409-983-8793		281-496-0066

CERTIFICATION OF BID

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

Signed By:  Title: CEO

Typed Name: Bruce Reyes Company Name: Construction Managers of
Southeast Texas

Phone No: 409-736-9010 Fax No: 409-736-9020

Email: breyes@cmosetx.com

Bid Address:	<u>202 Pilar Street, Suite 335</u>	<u>Nacogdoches</u>	<u>Texas</u>	<u>75961</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Remit Address:	<u>5520 Gorman Rd</u>	<u>Beaumont</u>	<u>Texas</u>	<u>77705</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Federal Tax ID No: 82-5460115

DUNS No: 116956552

Date: 4/20/23

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Construction Managers of Southeast Texas,
LLC

9800 Northwest Freeway
Houston, TX 77092

OWNER:

(Name, legal status and address)

City of Nacogdoches
202 East Pilar St., Room 335
Nacogdoches, TX 75961

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corp
12890 Lebanon Road
Mt. Juliet, TN 37122

Mailing Address for Notices

12890 Lebanon Road
Mt. Juliet, TN 37122

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

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

BOND AMOUNT: \$ Five Percent Of The Total Amount Bid (5%)

PROJECT:

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

Construction Services for Lake Nacogdoches West Park Improvements

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

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

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

Signed and sealed this 20th day of April, 2023

(Witness)

Holli Orr

(Witness) Holli Orr

Construction Managers of Southeast Texas, LLC

(Principal)

(Seal)

(Title)

Endurance Assurance Corp

(Surety)

(Seal)

Alyson Carmichael, Attorney-in-Fact



POWER OF ATTORNEY

14745

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Paul M. Messenger, John A. Martinez, Alyson Carmichael** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 	Endurance American Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 	Lexon Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 	Bond Safeguard Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 
--	---	---	---

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 20th day of April, 2023.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



700 West Prien Lake Road, Suite 200
Lake Charles, La. 70601
Direct (337) 475-7451
Fax (337) 564-6934

November 22, 2022

To whom it may concern

Re: Construction Managers of Southeast Texas, LLC
Safety Record

To whom it may concern:

Construction Managers of Southeast Texas, LLC has a current NCCI experience modifier rating of 0.81. This is the lowest possible NCCI experience modifier rating for a construction company of similar size with the same historical payroll. Construction Managers of Southeast Texas has not had a single worker's compensation claim since the company was formed. Bruce Reyes Sr, also has not had a single worker's compensation claim since going into business in 2003. Construction Managers of Southeast Texas has one of the best safety records of any firm on record with our agency. If you would like to discuss the safety record of Construction Managers of Southeast Texas in greater detail, please call me at 337-475-7451. Thank you.

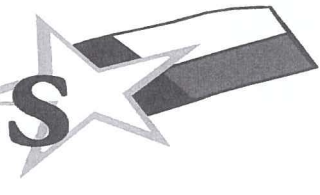
Sincerely,

Douglas McElveen

Doug McElveen

Nacogdoches

the oldest town in Texas



CITY OF NACOGDOCHES

BID OPENING

ITB # 22-10-117 Lake Nacogdoches West Park Improvements

Date 04/20/2023 @ 14:00

COMPANY

City of Nac

City of Nac

CMOST

ATTENDEE

Drew Flores

B. H. R.

Jesus Cardenas

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Construction Managers of Southeast Texas,
LLC

9800 Northwest Freeway
Houston, TX 77092

OWNER:

(Name, legal status and address)

City of Nacogdoches
202 East Pilar St., Room 335
Nacogdoches, TX 75961

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corp
12890 Lebanon Road
Mt. Juliet, TN 37122

Mailing Address for Notices

12890 Lebanon Road
Mt. Juliet, TN 37122

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

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

BOND AMOUNT: \$ Five Percent Of The Total Amount Bid (5%)

PROJECT:

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

Construction Services for Lake Nacogdoches West Park Improvements

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

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

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

Signed and sealed this 20th day of April, 2023

(Witness)

Holli Orr
(Witness) Holli Orr

Construction Managers of Southeast Texas, LLC

(Principal)

(Seal)

(Title)

Endurance Assurance Corp

(Surety)

(Seal)

(Title)

Alyson Carmichael, Attorney-in-Fact



POWER OF ATTORNEY

14745

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Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he ~~they~~ is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
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; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 20th day of April, 2023.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for
information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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

1-800-252-3439

You may write the

Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

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

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

AVISO IMPORTANTE

Para obtener informacion o para someter una
queja:
Usted puede llamar al numero de telefono de la
compania para informacion o para someter una
queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

Puede comunicarse con el Departamento de
Seguros de Texas para obtener informacion acerca
de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene
una disputa concerniente a su prima o a un
reclamo, debe comunicarse con la compania
primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider a resolution authorizing submission of a grant application for the TxDOT Transportation Alternatives (TA) Set-Aside Program. (Assistant Director of Public Works)

SUMMARY/BACKGROUND: The Texas Department of Transportation is accepting applications for grants for the Transportation Alternatives (TA) Set-Aside Program which has a focus, among other areas, on improvement of safety, access or mobility for people of all ages and abilities, especially bicycle and pedestrian facilities along the state highway system.

Staff is recommending a sidewalk project for consideration as the candidate project for the 2023 grant application. The proposed approximately 6,600 linear foot sidewalk would be on the east side of South Street, starting at the end of the existing sidewalk at Craven Street and ending near SE Stallings Drive (Loop 224). The sidewalk will include accessible ramps and cross walks at street intersections and will provide improved pedestrian safety to the schools, neighborhoods and businesses on South Street.

Preliminary cost estimates for this project including design, environmental assessments and construction is \$1,661,000. This resolution authorizes the submission of an application for the grant funds. Grant awards will be announced later in 2023. TxDOT has informed staff that this grant would not require a City match for funding. Design would be paid for by the City, however would be reimbursed by TxDOT.

If awarded, the selection of an engineering consultant will follow. A budget amendment will also be required to accept and spend the grant funds.

FINANCIAL:

No financial impact associated with this item

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. Resolution

RESOLUTION NO. 1342-05-23

A RESOLUTION OF THE CITY OF NACOGDOCHES, TEXAS CERTIFYING FUNDING AND SUPPORT FOR THE 2023 TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION, AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO SUBMIT AN APPLICATION TO RECEIVE FUNDING TO CONSTRUCT SIDEWALKS THROUGH THE GRANT PROGRAM AND, IF THE GRANT IS APPROVED, TO EXECUTE THE GRANT AGREEMENT AND TAKE OTHER ACTIONS NECESSARY TO IMPLEMENT THE GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Nacogdoches has an opportunity to expand its sidewalk network through the Texas Department of Transportation's Transportation Alternatives (TA) Set-Aside Program; and

WHEREAS, the City Council of the City of Nacogdoches has concluded that the extension of sidewalks on South Street (Business 59) from Craven Street to near SE Stallings Drive will improve pedestrian safety by providing a continuous pathway for non-vehicular access.

WHEREAS, the City Council of the City of Nacogdoches finds the improvements:

1. Are consistent with the Comprehensive Plan's transportation goals of upgrading facilities to enhance mobility and safety and providing for non-vehicular circulation.
2. Would directly improve pedestrian access to the businesses, schools and neighborhoods along South Street (Business 59).
3. Would provide network continuity by tying directly into the existing sidewalk network.
4. Will be located in census tracts which contain greater percentages of minorities and low income households compared to the state average and will improve non-motorized access for persons in these census tracts.

WHEREAS, THE City of Nacogdoches plans to submit a Transportation Alternatives Set-Aside Project application for the South Street (Business 59) sidewalk project; and

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

SECTION I. The City of Nacogdoches City Council supports this project which will be funded by the Texas Department of Transportation.

SECTION II. The City of Nacogdoches City Council is willing to commit to the project's development, implementation, construction, maintenance and management.

SECTION III. The City of Nacogdoches City Council is willing and able to enter into an agreement with the department by resolution or ordinance, should the project receive TA funding.

SECTION IV. The City of Nacogdoches hereby specifically authorizes the Director of Public Works to act for the City of Nacogdoches in dealing with the Texas Department of Transportation for the purpose of participating in the 2023 Transportation Alternatives (TA) Set-Aside Program and to make application for financial assistance; and the Director of Public Works is hereby officially designated as the representative in this regard.

SECTION V. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this the 16th day of May, 2023.

Signed by:

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary



City Council Meeting

Date: May 16, 2023

Agenda Item: 7.A.

PRESENTER: Steve Bartlett, Public Works Director

ITEM/SUBJECT: Consider approval of a resolution declaring a local state of disaster due to flooding on May 11, 2023. (Director of Public Works)

SUMMARY/BACKGROUND: On May 11, 2023 Mayor Jimmy Mize signed a declaration of a local state of disaster due to flooding. This resolution will ratify the declaration which will allow possible reimbursement from FEMA for response and recovery.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. Local State of Disaster Declaration
2. Resolution

**DECLARATION OF A LOCAL STATE OF DISASTER
FOR THE CITY OF NACOGDOCHES, TEXAS**

WHEREAS, the City of Nacogdoches, Texas, on this the 11th day of May, 2023, is experiencing flooding causing severe damage, injury and loss of property due to the effects of severe storms; and

WHEREAS, the aforementioned situation has included conditions consisting of flooding, damaged roads and damaged property which create a public safety hazard; and

WHEREAS, portions of the sewer collection system have been overwhelmed from the event; and

WHEREAS, Chapter 418 of the Texas Government Code authorizes the presiding officer of a political subdivision to declare a local state of disaster; and

WHEREAS, the Mayor of the City of Nacogdoches, Texas has determined that extraordinary measures to protect life, alleviate the suffering of people and to protect or rehabilitate property are necessary and hereby ordered; and

**NOW THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY
OF NACOGDOCHES , TEXAS:**

SECTION 1. That a local state of disaster for public health emergency is hereby declared for the City of Nacogdoches, Texas, pursuant to Section 418.108(a) of the Texas Government Code.

SECTION 2. That pursuant to Section 418.108(b) of the Texas Government Code the state of disaster for public health emergency shall continue for a period of not more than seven (7) days from the date of this declaration, unless continued or renewed by the City Council of the City of Nacogdoches, Texas.

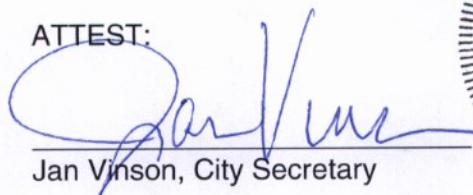
SECTION 3. That pursuant to Section 418.108(c) of the Texas Government Code this declaration of a local state of disaster for public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 4. That pursuant to Section 418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the City of Nacogdoches, Texas, emergency management plan.

SECTION 5. That this declaration shall take effect immediately from and after its issuance.

Declared this the 11th day of May, 2023.

ATTEST:


Jan Vinson, City Secretary




Jimmy Mize, Mayor

RESOLUTION NO. 1341-05-23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NACOGDOCHES, TEXAS AUTHORIZED BY SECTION 418.108 OF THE TEXAS GOVERNMENT CODE, DECLARING, A LOCAL STATE OF DISASTER IN THE CITY OF NACOGDOCHES, TEXAS DUE TO THE FLOODING OF MAY 11, 2023; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Texas Disaster Act, Chapter 418 of the Texas Government Code, allows the City of Nacogdoches to seek State aid in the case of a disaster; and

WHEREAS, on May 11, 2023, the Mayor issued a declaration of local disaster for the City of Nacogdoches due to the emergency situation posed by the flood necessitating that disaster mitigation and recovery measures be taken; and

WHEREAS, a declaration of local disaster activates the appropriate recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under the declaration; and

WHEREAS, Section 418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period in excess of seven (7) days without the consent of the governing body of the political subdivision; and authorizes the furnishing of aid and assistance under the declaration; and

WHEREAS, section 418(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period in excess of seven (7) days without the consent of the governing body of the political subdivision; and authorizes this Resolution declaring and extending a local state of disaster.

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

SECTION 1. That a local state of disaster for public health emergency is hereby declared for the City of Nacogdoches, Texas, pursuant to Section 418.108(a) of the Texas Government Code.

SECTION 2. That pursuant to Section 418.108(b) of the Texas Government Code the state of disaster for public health emergency shall continue for a period of not more than seven (7) days from the date of this declaration, unless continued or renewed by the City Council of the City of Nacogdoches, Texas.

SECTION 3. That pursuant to Section 418.108(c) of the Texas Government Code this declaration of a local state of disaster for public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 4. That pursuant to Section 418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the City of Nacogdoches, Texas, emergency management plan.

SECTION 5. That this declaration shall take effect immediately from and after its issuance.

APPROVED AND ADOPTED on this the 16th day of May, 2023.

CITY OF NACOGDOCHES

Randy Johnson, Mayor

ATTEST:

Jan Vinson, City Secretary

APPROVED AS TO FORM

Steven Kirkland, City Attorney



City Council Meeting

Date: May 16, 2023

Agenda Item: 7.B.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Receive a report from Auditors regarding the Annual Comprehensive Financial Report for fiscal year ending September 30, 2022 (Pattillo, Brown, & Hill LLP)

SUMMARY/BACKGROUND: The City Council will receive a presentation from the external auditors regarding the Annual Comprehensive Financial Report for the fiscal year ending September 30, 2022. City Council is required to accept the audit report annually.

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. Financial Report



CITY OF NACOGDOCHES, TEXAS

**ANNUAL COMPREHENSIVE
FINANCIAL REPORT**

For the Fiscal Year Ended
September 30, 2022

As Prepared By:
Finance Department
City of Nacogdoches, Texas

CITY OF NACOGDOCHES, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

Prepared by: Finance Department
City of Nacogdoches, Texas

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CITY OF NACOGDOCHES, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

SEPTEMBER 30, 2022

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INTRODUCTORY SECTION

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May 1, 2023

To the Honorable Mayor, members of the City Council and the Citizens of the City of Nacogdoches, Texas

The annual comprehensive financial report of the City of Nacogdoches, Texas for the fiscal year ended September 30, 2022 is hereby submitted as mandated by both local ordinances and state statutes. These ordinances and statutes require that the City of Nacogdoches issue an annual report on its financial position and activities in conformity with U.S. generally accepted accounting principles (GAAP), and audited in accordance with U.S. generally accepted auditing standards by a firm of licensed certified public accountants.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

Pattillo, Brown and Hill, LLP, Certified Public Accountants, have issued an unmodified opinion on the City of Nacogdoches, Texas' financial statements for the fiscal year ended September 30, 2022. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Nacogdoches' MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The City of Nacogdoches, incorporated in 1929, is located in Texas Forest Country at the intersections of U.S. Highway 59, State Highway 21, and State Highway 7. The City of Nacogdoches is 65 miles south of Interstate 20 and is located approximately 140 miles northeast of Houston, Texas, 90 miles southwest of Shreveport, Louisiana, and 160 miles southeast of Dallas, Texas. It also serves as the county seat for Nacogdoches County. The City currently has a land area of 27.01 square miles and a population of 32,147 according to the 2020 census. It is empowered to levy a property tax on both real and personal property located within its boundaries and has the power by state statute to extend its corporate limits by annexation, which is done periodically when deemed appropriate by the City Council.

The City operates under a council-manager form of government. Policymaking and legislative authority are vested in the City Council, which consists of a mayor, elected at large, and four council members, elected by ward. Council members and the mayor are elected on a non-partisan basis, for two-year staggered terms with two councilmen elected on even years and two councilmen and the mayor elected on odd years. The Council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees and hiring the City Manager. The City Manager is responsible for carrying out the policies and ordinances of the Council, for overseeing the day-to-day operations, and appointing the City department heads.

The City of Nacogdoches provides a full range of services, including: police and fire protection, the construction and maintenance of streets, water and sewer utilities, and solid waste disposal and recycling.

The annual budget serves as the foundation for the City of Nacogdoches' financial planning and control over spending. All city departments are expected to submit a request for appropriation to the City prior to the end of May each year. The City Manager uses these requests as a starting point for developing a proposed budget. The City Manager presents the proposed budget to the City Council for review prior to September 1. The Council is required to hold public hearings on the proposed budget and to adopt a final budget no later than September 27, three days before the close of the City of Nacogdoches' fiscal year. The appropriated budget is prepared by fund, function (e.g., public safety), and department (e.g. police). The City Manager may make transfers of budgeted amounts within a department. The City Council must approve any revisions that alter the total appropriated budget of any department. Budget-to-actual comparisons are provided in the report for each individual governmental fund for which an appropriated annual budget has been adopted. For the General Fund, this comparison is presented as part of the basic financial statements. For governmental funds, other than the general fund, with appropriated annual budgets, this comparison is presented in the combining and individual fund statements and schedules.

Local economy

The City currently enjoys a stable economy and even experienced a continued increase in sales tax in 2022. The area's employment is concentrated in education, healthcare, hospitality, manufacturing, poultry and wood processing. The City is also the home of Stephen F. Austin State University, which has an enrollment of approximately 12,000. Stephen F. Austin State University is the top employer in the city, followed closely by Pilgrim's Pride.

Long-term financial planning

City Council established the following goals and objectives to be carried out during the next several years.

- Provide a sufficient and high quality work force.
 - Maintain a competitive pay scale to ensure the City retains its employees and is able to recruit a high quality work force.
 - Provide a competitive employee benefit package.
- Improve existing services to the citizens of Nacogdoches
 - Continue to explore and develop programs to reduce crime
 - Promote proactive programs and agreements to provide public safety
 - Provide quality leisure opportunities by:
 - Continuing trail development
 - Expand collaboration between City and Boys and Girls Club in providing recreational programs
 - Expanding offering of free computer services
 - Increasing availability of public Internet access
 - Creating City historic sites education programs
 - Provide water supply to meet future needs including:
 - Improvements to distribution system
 - Maintain water quality at a high standard
- Maintain and improve financial integrity of the City of Nacogdoches
 - Retain high bond rating and financial reputation
 - Maintain an unallocated fund balance of at least 25% of annual expenditures in the General, Utility, and Sanitation Funds
 - Improve plan for replacement of capital assets
 - Maintain competitive rates
- Strong commitment to providing capital equipment and capital improvements
 - Provide a funding level for capital equipment that meets the need of the City of Nacogdoches
 - Utilize a conservative portion of the City's unallocated reserve to fund needed capital improvements
 - Continue to set aside funds for the replacement of existing equipment
 - Continue to schedule future capital equipment and capital improvement needs as funds are available

Financial Policies

The City has adopted a set of financial policies to guide the financial operations of the City. Included in the policies are guidelines for accumulating and maintaining an operating position in certain budgeted governmental funds such that annual expenditures shall not exceed annual resources, including fund balances. The City shall accumulate and maintain an operating position in all proprietary funds such that annual expenses shall not exceed annual resources, including working cash balances. Other funds shall be fully self-supporting to the extent that the fund balance or retained earnings of each fund shall be zero or greater. The City has also adopted a policy to maintain an uncommitted cash balance reserve in an amount equal or greater than 25% of the annual operating budget for the General Fund, Utility Fund and Sanitation Fund.

At September 30, 2022 the City of Nacogdoches has accumulated the following amounts in support of these policies:

<u>Fund</u>	<u>Policy Amount</u>	<u>Reserve Total</u>
Governmental Funds		
General Fund – 25%	\$ 6,810,698	\$ 12,404,087
Proprietary Funds:		
Utility Fund – 25%	\$ 3,944,279	\$ 6,619,550
Sanitation Fund – 25%	\$ 1,308,051	\$ 4,185,607

Major initiatives

- Underway with an engineering review of the SCADA control systems for water and sewer treatment
- Completed the engineering design for a new storm water drainage system in the Summerhill Subdivision
- Completed engineering design for a new storm sewer system on Logansport Street
- Completed the 2021 Street Reconstruction & Paving Project
- Underway with the 2022 Seal Coat Project for 34 streets
- Completed the 2022 Crack Seal project for 32 streets
- Completed the Water Distribution System Capital Project Study
- Underway with construction of the Filter 7 Replacement Project at the Surface Water Treatment Plant
- Underway with sludge removal project for the Surface Water Treatment Plant
- Continued the Preliminary Engineering Report for the Lanana and Banita Creek Sewer Line Replacement Project
- Completed the construction for new water and sewer utilities along the US 59 Direct Connect Project
- Provided point repair and limited length replacement projects of several water and sewer lines in local neighborhoods

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Nacogdoches for its annual financial report for the fiscal year ended September 30, 2021. This is the thirteenth consecutive year that the City has received the award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report could not have been accomplished without the efficient and dedicated services of the entire staff of the Finance department. We would like to express our appreciation to all members of the departments who assisted and contributed to the preparation of this report. We would also like to thank the Mayor and City Council for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'K18' followed by a long, sweeping horizontal stroke.

Keith Kiplinger
Interim City Manager



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Nacogdoches
Texas**

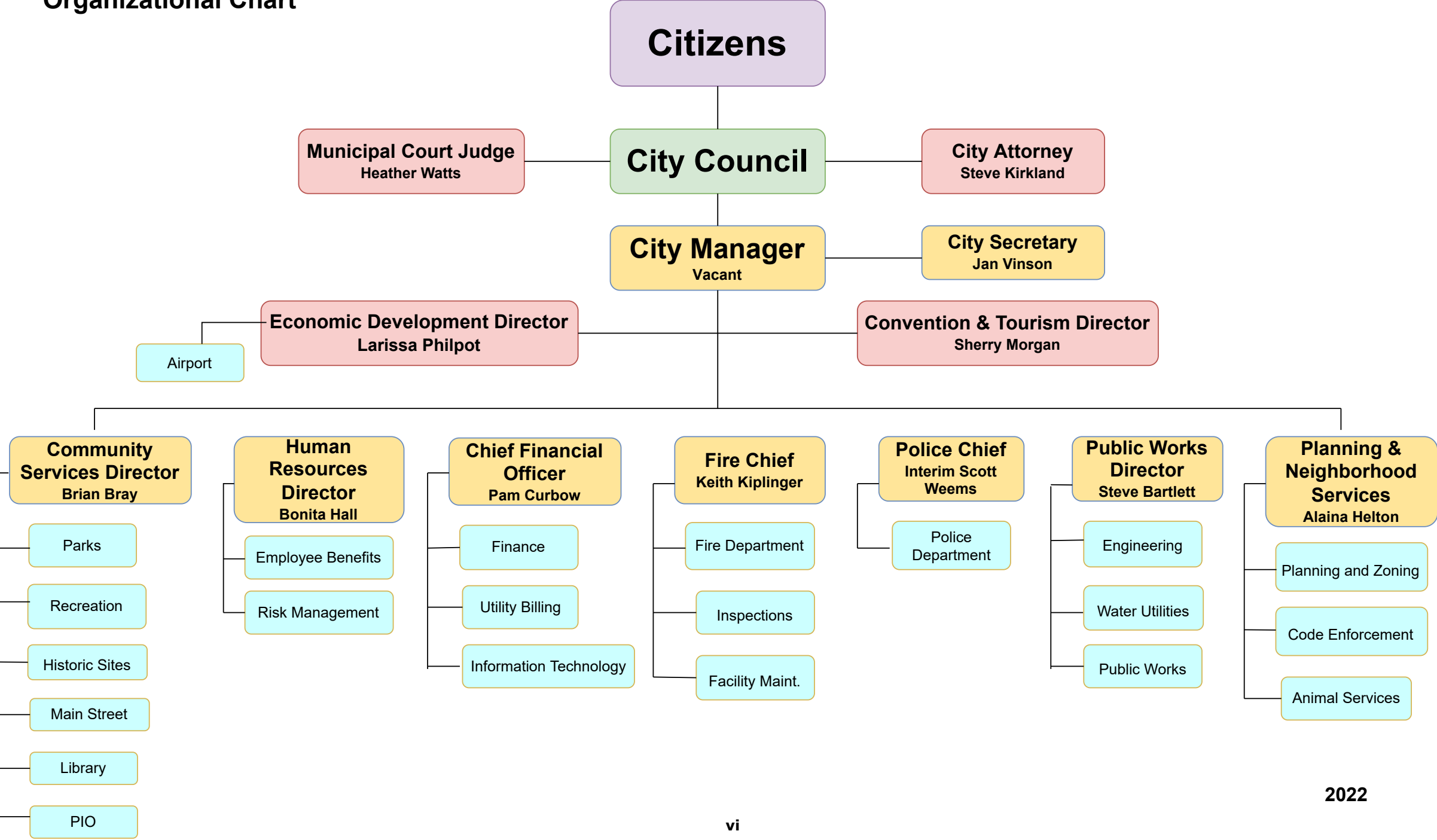
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2021

Christopher P. Morill

Executive Director/CEO

Organizational Chart



2022

CITY OF NACOGDOCHES, TEXAS

LIST OF PRINCIPAL OFFICIALS

SEPTEMBER 30, 2022

Elected Officials

<u>Name</u>	<u>Office</u>
Jimmy Mize	Mayor
Kathleen Belanger	Council Member
Amelia Fischer	Council Member
Chad Huckaby	Council Member
Roy Boldon	Council Member

Appointed Officials

<u>Name</u>	<u>Position</u>
Mario Canizares	City Manager
Jan Vinson	City Secretary
Pamela Curbow	Director of Finance

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FINANCIAL SECTION

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INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and
Members of the City Council
City of Nacogdoches, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Nacogdoches (the "City"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter – Change in Accounting Principle

As described in the notes to the financial statements, in fiscal year 2022 the City adopted new accounting guidance, Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and required pension and OPEB information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements and schedules and the Schedule of Expenditures of Federal Awards, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Comprehensive Financial Report

Management is responsible for the other information included in the annual comprehensive financial report (ACFR). The other information comprises the introductory section and statistical section but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 1, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
May 1, 2023

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MANAGEMENT'S DISCUSSION AND ANALYSIS

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MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Nacogdoches (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2022.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$170,587,649 (net position). Of this amount, \$38,853,982 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$12,617,906 for the year ended September 30, 2022 from operations, compared to an increase of \$8,479,920 for the year ended September 30, 2021. The primary cause of this increase was increases in revenue, particularly from ad valorem and sales tax revenues.
- As the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$22,649,915. This represents an increase of \$399,900 from the prior year; the primary cause of this increase was due to increased intergovernmental revenues and transfers from enterprise funds.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$12,520,316 or 43% of total General Fund expenditures.
- The City's total long-term debt decreased by \$4,907,523 during the current fiscal year. This was mainly due to the payment of outstanding debt.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused compensated absences).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, community development, culture and recreation, highways and streets. The business-type activities of the City include a water and sewer operation, a sanitation collection and disposal operation, airport fuel operations.

Fund financial statements — A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds. The fund financial statements for governmental funds and proprietary funds can be found in the financial section of this report.

Governmental funds — Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, the reader may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains 11 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and the special grants fund, both of which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregate presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary funds — The City maintains two different types of proprietary funds. Proprietary funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water and sewer operation, for its sanitation collection and disposal operation, and for its airport fuel operations. Internal service funds are an accounting device used to accumulate and allocate costs internally among the city's various functions. The City uses internal service funds to account for its purchase of equipment for the general fund and its self-funded health insurance plan. Because this service benefits governmental rather than business-type functions, it has been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and sewer operation and for the sanitation collection and disposal operation, both of which are considered to be major funds of the City. Conversely, the internal service fund is a single, aggregated presentation in the proprietary fund financial statements. Data for the internal service fund is provided in the form of combining statements elsewhere in this report.

Notes to the financial statements — The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Combining statements — The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the notes.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Analysis of the City's Financial Position —

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. As of September 30, 2022, the City's assets and deferred outflows exceeded liabilities and deferred inflows by \$170,587,649.

The largest portion of the City's net position (59%) reflects its investment in capital assets (e.g., land, building, machinery, and equipment), less any debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Net Position

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Current and other assets	\$ 35,108,493	\$ 34,686,210	\$ 65,987,749	\$ 54,875,314	\$ 101,096,242	\$ 89,561,524
Capital assets	<u>35,887,033</u>	<u>35,630,431</u>	<u>87,547,312</u>	<u>90,383,354</u>	<u>123,434,345</u>	<u>126,013,785</u>
Total assets	<u>70,995,526</u>	<u>70,316,641</u>	<u>153,535,061</u>	<u>145,258,668</u>	<u>224,530,587</u>	<u>215,575,309</u>
Total deferred outflows of resources	<u>3,255,597</u>	<u>3,078,615</u>	<u>644,255</u>	<u>626,989</u>	<u>3,899,852</u>	<u>3,705,604</u>
Long-term liabilities	10,333,082	15,923,322	25,159,018	29,512,086	35,492,100	45,435,408
Other liabilities	<u>6,355,166</u>	<u>8,352,494</u>	<u>7,739,688</u>	<u>4,046,423</u>	<u>14,094,854</u>	<u>12,398,917</u>
Total liabilities	<u>16,688,248</u>	<u>24,275,816</u>	<u>32,898,706</u>	<u>33,558,509</u>	<u>49,586,954</u>	<u>57,834,325</u>
Total deferred inflows of resources	<u>6,560,186</u>	<u>2,888,562</u>	<u>1,695,650</u>	<u>588,283</u>	<u>8,255,836</u>	<u>3,476,845</u>
Net position:						
Net investments in capital assets	34,578,033	32,799,431	65,659,306	64,805,831	100,237,339	97,605,262
Restricted	6,555,606	6,700,094	24,940,722	22,443,292	31,496,328	29,143,386
Unrestricted	<u>9,869,050</u>	<u>6,731,353</u>	<u>28,984,932</u>	<u>24,489,742</u>	<u>38,853,982</u>	<u>31,221,095</u>
Total net position	<u>\$ 51,002,689</u>	<u>\$ 46,230,878</u>	<u>\$ 119,584,960</u>	<u>\$ 111,738,865</u>	<u>\$ 170,587,649</u>	<u>\$ 157,969,743</u>

A portion of the City's net position (18%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, \$38,853,982, may be used to meet the City's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

Analysis of the City's Operations—

Governmental activities – Governmental activities increased the City's net position by \$4,771,811. Significant reasons for this increase are as follows:

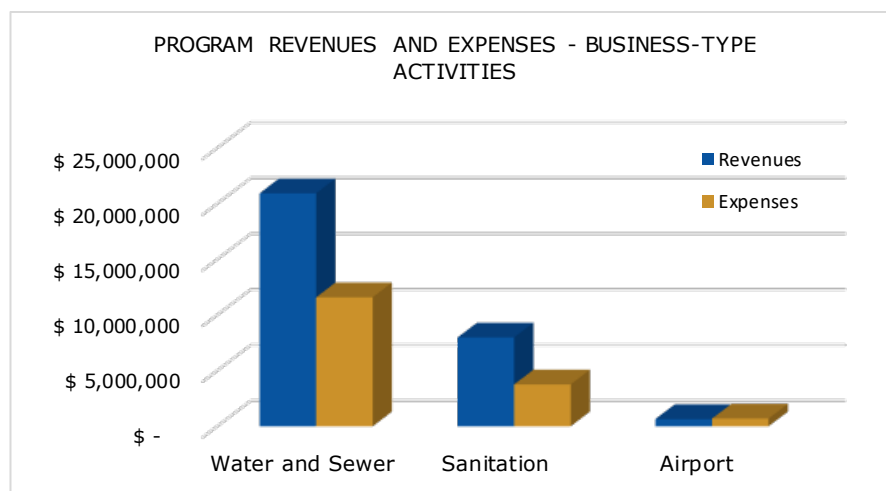
- Increases to property and sales tax revenues resulted from increased economic activity in the City that also resulted in higher appraised property values.
- The \$5,896,925 transfer from business-type activities for franchise fees and administrative cost recovery.

The following table provides a summary of the City's operations for the years ended September 30, 2022, and 2021.

CITY OF NACOGDOCHES' CHANGES IN NET POSITION

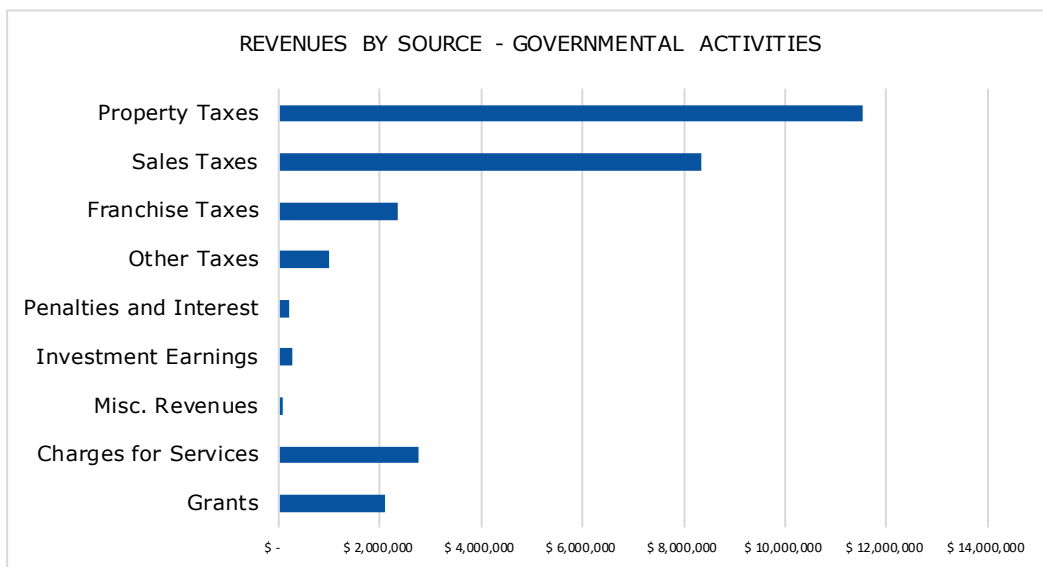
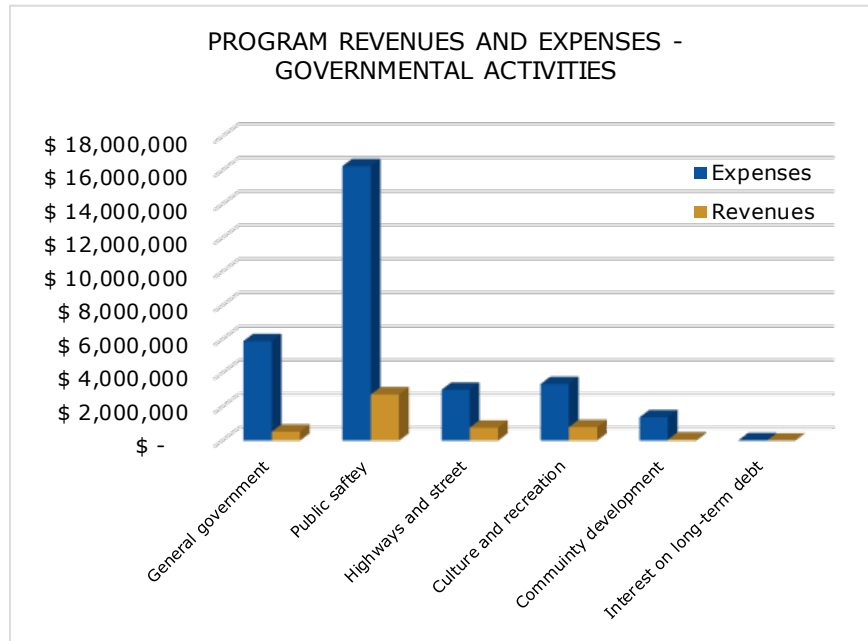
	Changes in Net Position					
	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program revenues:						
Charges for services	\$ 2,753,711	\$ 3,028,849	\$ 27,996,981	\$ 26,414,072	\$ 30,750,692	\$ 29,442,921
Operating grants and contributions	2,053,268	959,430	527,543	-	2,580,811	959,430
Capital grants and contributions	50,278	540,893	-	-	50,278	540,893
General revenues:						
Property taxes	11,529,711	10,973,148	-	-	11,529,711	10,973,148
Sales taxes	8,346,355	7,434,346	-	-	8,346,355	7,434,346
Franchise taxes	2,365,765	2,350,005	-	-	2,365,765	2,350,005
Other taxes	980,411	870,362	-	-	980,411	870,362
Penalties and interest on taxes	189,000	204,101	-	-	189,000	204,101
Investment earnings	256,704	50,523	428,638	147,219	685,342	197,742
Miscellaneous revenue	73,991	73,721	1,046,544	498,832	1,120,535	572,553
Gain (loss) on sale of capital assets	142,710	16,923	-	-	142,710	16,923
Total revenues	<u>28,741,904</u>	<u>26,502,301</u>	<u>29,999,706</u>	<u>27,060,123</u>	<u>58,741,610</u>	<u>53,562,424</u>
Expenses:						
General government	5,883,941	6,073,722	-	-	5,883,941	6,073,722
Public safety	16,246,931	16,059,886	-	-	16,246,931	16,059,886
Highways and streets	3,000,433	2,783,312	-	-	3,000,433	2,783,312
Cultural and recreation	3,340,616	3,163,634	-	-	3,340,616	3,163,634
Economic development	1,371,916	659,138	-	-	1,371,916	659,138
Debt service	23,181	88,083	-	-	23,181	88,083
Water and sewer	-	-	11,590,975	11,571,780	11,590,975	11,571,780
Sanitation	-	-	3,966,391	4,213,881	3,966,391	4,213,881
Airport	-	-	699,320	469,068	699,320	469,068
Total expenses	<u>29,867,018</u>	<u>28,827,775</u>	<u>16,256,686</u>	<u>16,254,729</u>	<u>46,123,704</u>	<u>45,082,504</u>
Increase in net position before transfers	(1,125,114)	(2,325,474)	13,743,020	10,805,394	12,617,906	8,479,920
Transfers	5,896,925	5,602,324	(5,896,925)	(5,602,324)	-	-
Increase in net position	4,771,811	3,276,850	7,846,095	5,203,070	12,617,906	8,479,920
Net position - beginning	46,230,878	42,954,028	111,738,865	106,535,795	157,969,743	149,489,823
Net position - ending	<u>\$ 51,002,689</u>	<u>\$ 46,230,878</u>	<u>\$ 119,584,960</u>	<u>\$ 111,738,865</u>	<u>\$ 170,587,649</u>	<u>\$ 157,969,743</u>

Business-type activities. Business type activities increased the City's net position by \$7,846,095. The increase is primarily due to Water, Sewer and Sanitation rate revenues raising consistently more revenue than is needed to cover regular operating costs; management plans to accumulate these overages to fund future capital projects without the need to issue debt. The increase in net position is larger than the increase reported in the prior year due to increased billed consumption.



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

Governmental funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financial requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.



At September 30, 2022, The City's governmental funds reported combined ending fund balances of \$22,649,915. Of the fiscal year 2022 total fund balance, \$6,506,592 (29%) is classified as restricted to indicate that it can only be spent for specific purposes as stipulated by external resource providers (for example, through debt covenants, grant agreements, or by laws or regulations of other governments), \$284,285 is classified as committed to indicate that it has been set aside for specific purposes by resolution of the City Council, \$3,338,722 is classified as assigned because it has been informally earmarked for a specific purpose by management, and the remaining \$12,520,316 is unassigned. Unassigned fund balances are technically available for any purpose but are maintained at targeted levels in accordance with sound financial management practices.

The general fund is the chief operating fund of the City of Nacogdoches. At the end of the current fiscal year, unassigned fund balance of the general fund was \$12,520,316, while total fund balance reached \$16,772,449. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total expenditures. Unassigned fund balance represents 43% of total general fund expenditures, while total fund balance represents 57% of that same amount.

The special grants fund is used by the City to account for grant and donation receipts and expenditures. At the end of the current fiscal year, fund balance was \$601,564, all of which was restricted for grants. This is an increase of \$239,584 over prior year. This increase was mainly due to large donations received in the current year that are restricted for specific use by the donors as well as the recognition of revenues related to COVID-19 grant funding.

A comparison of key governmental revenues follows:

	Revenues Governmental Funds	
	2022	2021
Property tax	\$ 11,514,611	\$ 11,004,323
Sales tax	8,346,355	7,434,346
Franchise tax	2,365,765	2,350,005
Hotel and motel tax	864,318	769,673
Licenses and permits	217,669	211,778
Fines and forfeitures	495,356	522,252
Charges for services	1,134,349	1,082,588
Intergovernmental	1,961,614	3,121,778
Contributions	408,724	761,152
Investment earnings	217,434	47,962
Miscellaneous	426,839	414,804
Total	\$ 27,953,034	\$ 27,720,661

The primary cause for significant changes are as follows:

- Property tax revenue increased as a result of an increase in assessed values.
- Intergovernmental revenues decreased primarily because COVID-19 funds recognized in the prior year were one-time and not expected to recur.

The fund balance of the City's general fund increased by \$551,045 during the current fiscal year. The key factor in this increase was the increases in tax revenues, as discussed above.

Proprietary Funds –

The City of Nacogdoches' proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the water and sewer operations at the end of the year amounted to \$27,542,629, total unrestricted net position for the sanitation fund amounted to \$1,321,408 , and total unrestricted net position for the airport operation amounted to \$120,895. The total change in net position for all three funds were \$5,913,355, \$1,982,849, and (\$50,109), respectively. Other factors concerning the finances of these three funds have already been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

The difference between total expenditures and the final amended budget was \$6,285,851 primarily due to budget amendments allowing for greater capital outlays that were not completely spent.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital assets—The City's investment in capital assets for its governmental and business-type activities as of September 30, 2022 and September 30, 2021, amounted to \$123,434,345 and \$126,013,785 (net of accumulated depreciation), respectively. This investment in capital assets includes land, building and system improvements, machinery and equipment, park facilities, roads, highways, and bridges.

The total net increase in the Major capital asset events during the current fiscal year included the following:

- Multiple significant capital projects amounting to \$3.4 million were completed and transferred from construction-in-progress into completed assets. An additional \$1.9 million in projects were added including improvements to water wells, utility relocations and street paving.
- Purchase of fleet vehicles totaling \$444,145.
- Street repair and improvements were completed totaling \$1.2 million.

CITY OF NACOGDOCHES' CAPITAL ASSETS AT YEAR-END

	Capital Assets					
	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land	\$ 3,751,248	\$ 3,753,208	\$ 1,683,492	\$ 1,684,592	\$ 5,434,740	\$ 5,437,800
Buildings and systems	16,303,467	16,143,445	171,861,696	168,159,543	188,165,163	184,302,988
Improvements other than buildings	6,459,839	6,207,538	6,318,663	6,318,663	12,778,502	12,526,201
Machinery and equipment	19,700,474	20,933,145	16,961,140	17,355,503	36,661,614	38,288,648
Infrastructure	52,097,709	50,868,686	-	-	52,097,709	50,868,686
Construction in progress	1,354,883	708,770	2,993,328	5,161,625	4,348,211	5,870,395
Accumulated depreciation	(63,780,587)	(62,984,361)	(112,271,007)	(108,296,572)	(176,051,594)	(171,280,933)
Total assets	\$ 35,887,033	\$ 35,630,431	\$ 87,547,312	\$ 90,383,354	\$ 123,434,345	\$ 126,013,785

Additional information on the City's capital assets can be found in Note 4 in the notes to the financial statements.

Long-term debt—At the end of the current fiscal year, the City had total bonded debt outstanding of \$22,839,000.

CITY OF NACOGDOCHES' OUTSTANDING LONG-TERM OBLIGATIONS

	Outstanding Long-Term Obligations					
	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
General obligation bonds	\$ 1,309,000	\$ 2,831,000	\$ -	\$ -	\$ 1,309,000	\$ 2,831,000
Revenues bonds	-	-	21,530,000	25,155,000	21,530,000	25,155,000
Capital leases	-	-	358,006	422,523	358,006	422,523
Compensated absences payable	2,002,059	2,013,928	333,628	347,117	2,335,687	2,361,045
Landfill closure and post-closure	-	-	5,034,369	4,705,017	5,034,369	4,705,017
Total long-term obligations	\$ 3,311,059	\$ 4,397,081	\$ 27,256,003	\$ 33,719,582	\$ 30,567,062	\$ 35,474,585

The City's total debt decreased by \$4,907,523 during the current fiscal year due to the city making scheduled debt service payments without issuing any new debt. Additional information on the City's long-term obligations can be found in Note 6 - Long-Term Obligations in the financial statements.

The City of Nacogdoches maintained an "Aa3" rating for general obligation bonds from Moody's.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The City of Nacogdoches considered many factors when setting the fiscal year 2022-2023 budget, tax rates, and fees that would be charged for business-type activities. While the local economy is always a factor, the ongoing recovery from both a global pandemic and increased inflation were the most significant factors considered when developing our 2022-2023 annual budget. The City's sales tax revenues have rebounded and greatly exceeded expectations. The City budgeted sales tax receipts for FY 2022-2023 approximately nine percent (9%) higher than FY 2021-2022. The City adopted a property tax rate of \$0.51851/\$100 valuation which is less than the no-new-revenue tax rate of \$0.55479/\$100 valuation. The City's 2022-2023 budgets appropriate reserve funds to replace or repair aging infrastructure, and at the same time, still maintain a 25% reserve requirement.

The 2022-2023 General Fund operating expenditures budget increased by 5.4% or \$1,476,423 from FY 2020-2021 adopted budget.

The 2022-2023 budget for the Water and Sewer fund did not include any fee increases for Water or Sewer charges.

The 2022-2023 budget for the Sanitation Fund did not include any fee increases for Sanitation charges.

The total operating budget for 2022-2023 is on target for both revenues and expenditures at the issuance of these statements.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or request for additional financial information should be addressed to the Office of the Finance Director, 202 E. Pilar, City of Nacogdoches, Texas 75961.

**BASIC
FINANCIAL STATEMENTS**

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CITY OF NACOGDOCHES, TEXAS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2022

	Primary Government		Primary Government	Component Unit
	Governmental Activities	Business-type Activities	Total	Convention and Visitors Bureau
ASSETS				
Cash and investments	\$ 28,764,362	\$ 37,039,759	\$ 65,804,121	\$ 447,543
Receivables (net of allowance for uncollectible):				
Property taxes	376,040	-	376,040	-
Accounts	285,889	3,421,748	3,707,637	48,720
Due from other governments	1,939,777	527,543	2,467,320	-
Inventories	-	57,977	57,977	-
Advances for economic development	91,641	-	91,641	-
Restricted Assets:				
Cash and Cash equivalents	3,650,784	24,940,722	28,591,506	-
Capital Assets:				
Nondepreciable	5,106,131	4,676,820	9,782,951	-
Depreciable, net of accumulated depreciation	<u>30,780,902</u>	<u>82,870,492</u>	<u>113,651,394</u>	<u>110,498</u>
Total Assets	<u>70,995,526</u>	<u>153,535,061</u>	<u>224,530,587</u>	<u>606,761</u>
DEFERRED OUTFLOWS OF RESOURCES				
Related to pensions	2,397,098	474,366	2,871,464	-
Related to OPEB	<u>858,499</u>	<u>169,889</u>	<u>1,028,388</u>	<u>-</u>
Total Deferred Outflows of Resources	<u>3,255,597</u>	<u>644,255</u>	<u>3,899,852</u>	<u>-</u>
LIABILITIES				
Accounts payable	709,225	109,927	819,152	15,788
Accrued expenses	762,111	169,936	932,047	392
Accrued interest payable	1,718	31,698	33,416	-
Unearned revenues	4,349,188	3,848,148	8,197,336	-
Other liabilities	60,980	-	60,980	-
Noncurrent Liabilities:				
Due within one year:				
Long-term debt	392,185	3,564,195	3,956,380	-
Total OPEB Liabilities	79,759	15,784	95,543	-
Due in more than one year:				
Long-term debt	2,918,874	23,691,808	26,610,682	-
Net Pension Liability	2,982,920	590,295	3,573,215	-
Total OPEB Liabilities	<u>4,431,288</u>	<u>876,915</u>	<u>5,308,203</u>	<u>-</u>
Total Liabilities	<u>16,688,248</u>	<u>32,898,706</u>	<u>49,586,954</u>	<u>16,180</u>
DEFERRED INFLOWS OF RESOURCES				
Related to leases	-	397,443	397,443	-
Related to pensions	5,918,867	1,171,295	7,090,162	-
Related to OPEB	<u>641,319</u>	<u>126,912</u>	<u>768,231</u>	<u>-</u>
Total Deferred Inflows of Resources	<u>6,560,186</u>	<u>1,695,650</u>	<u>8,255,836</u>	<u>-</u>
NET POSITION				
Net Investment in capital assets	34,578,033	65,659,306	100,237,339	110,498
Restricted for:				
Capital projects	1,797,642	-	1,797,642	-
Debt service	329,457	3,204,666	3,534,123	-
Construction	-	11,786,208	11,786,208	-
Law enforcement	768,209	-	768,209	-
Public access channel	687,941	-	687,941	-
Promotion of tourism	1,128,282	-	1,128,282	480,083
Economic development	1,242,511	-	1,242,511	-
Federal and state grants	601,564	-	601,564	-
Landfill closure	-	9,949,848	9,949,848	-
Unrestricted	<u>9,869,050</u>	<u>28,984,932</u>	<u>38,853,982</u>	<u>-</u>
Total Net Position	<u>\$ 51,002,689</u>	<u>\$ 119,584,960</u>	<u>\$ 170,587,649</u>	<u>\$ 590,581</u>

The accompanying notes are an integral part of these financial statements.

CITY OF NACOGDOCHES, TEXAS

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Functions/Programs	Expenses	Program Revenue		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary government:				
Governmental activities:				
General government	\$ 5,883,941	\$ 491,725	\$ 30,100	\$ -
Public safety	16,246,931	1,017,287	1,711,614	-
Highways and streets	3,000,433	761,408	-	-
Culture and recreation	3,340,616	428,663	311,554	50,278
Community development	1,371,916	54,628	-	-
Interest on long-term debt	23,181	-	-	-
Total governmental activities	<u>29,867,018</u>	<u>2,753,711</u>	<u>2,053,268</u>	<u>50,278</u>
Business-type activities:				
Water and sewer	11,590,975	20,385,657	189,371	-
Sanitation	3,966,391	6,965,227	338,172	-
Airport fuel operations	<u>699,320</u>	<u>646,097</u>	<u>-</u>	<u>-</u>
Total business-type activities	<u>16,256,686</u>	<u>27,996,981</u>	<u>527,543</u>	<u>-</u>
Total primary government	<u>\$ 46,123,704</u>	<u>\$ 30,750,692</u>	<u>\$ 2,580,811</u>	<u>\$ 50,278</u>
Component unit:				
Convention and Visitors Bureau	\$ 643,489	\$ 60,042	\$ 573,660	\$ -

General revenues:

Property Taxes
Sales Taxes
Franchise Taxes
Other Taxes
Penalties and Interest
Investment Earnings
Gain on Sale of Capital Assets
Miscellaneous Revenue
Transfers
Total General Revenues and Transfers
Change in Net Position
Net Position- Beginning
Net Position- Ending

The accompanying notes are an integral part of these financial statements.

Net (Expense) Revenue and Changes in Net Position			Component
Primary Government			Unit
Governmental Activities	Business-type Activities	Total	Convention and Visitors Bureau
\$(5,362,116)	\$ -	\$(5,362,116)	
(13,518,030)	-	(13,518,030)	
(2,239,025)	-	(2,239,025)	
(2,550,121)	-	(2,550,121)	
(1,317,288)	-	(1,317,288)	
(23,181)	-	(23,181)	
(25,009,761)	-	(25,009,761)	-
-	8,984,053	8,984,053	
-	3,337,008	3,337,008	
-	(53,223)	(53,223)	
-	12,267,838	12,267,838	-
(25,009,761)	12,267,838	(12,741,923)	-
			(9,787)
11,529,711	-	11,529,711	-
8,346,355	-	8,346,355	-
2,365,765	-	2,365,765	-
980,411	-	980,411	-
189,000	-	189,000	-
256,704	428,638	685,342	135
142,710	-	142,710	-
73,991	1,046,544	1,120,535	-
5,896,925	(5,896,925)	-	-
29,781,572	(4,421,743)	25,359,829	135
4,771,811	7,846,095	12,617,906	(9,652)
46,230,878	111,738,865	157,969,743	600,233
\$ 51,002,689	\$ 119,584,960	\$ 170,587,649	\$ 590,581

CITY OF NACOGDOCHES, TEXAS

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2022

	General Fund	Special Grants Fund	Other Governmental Funds	Total Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 16,923,357	\$ 5,053,816	\$ 1,896,793	\$ 23,873,966
Property taxes receivable	324,741	-	51,299	376,040
Accounts receivable	194,538	-	91,351	285,889
Due from other funds	109,699	-	-	109,699
Due from other governments	1,893,435	6,635	39,707	1,939,777
Advances for economic development	-	-	91,641	91,641
Restricted cash	428,128	-	3,222,656	3,650,784
Total Assets	<u>19,873,898</u>	<u>5,060,451</u>	<u>5,393,447</u>	<u>30,327,796</u>
LIABILITIES				
Accounts payable	640,694	-	68,531	709,225
Due to other funds	-	109,699	-	109,699
Accrued expenditures	716,755	-	-	716,755
Due to other governments	60,980	-	-	60,980
Unearned revenue	-	4,349,188	-	4,349,188
Total Liabilities	<u>1,418,429</u>	<u>4,458,887</u>	<u>68,531</u>	<u>5,945,847</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - property taxes	308,766	-	49,014	357,780
Unavailable revenue - grants	1,189,454	-	-	1,189,454
Unavailable revenue - court fines	184,800	-	-	184,800
Total Deferred Inflows of Resources	<u>1,683,020</u>	<u>-</u>	<u>49,014</u>	<u>1,732,034</u>
FUND BALANCES				
Restricted:				
Retirement of long-term debt	-	-	280,443	280,443
Public access channel	687,941	-	-	687,941
Court appointed balances	225,470	-	542,739	768,209
Promotion of tourism	-	-	1,128,282	1,128,282
Economic development	-	-	1,242,511	1,242,511
Capital Projects	-	-	1,797,642	1,797,642
Grants	-	601,564	-	601,564
Committed:				
Health and welfare	-	-	4,126	4,126
Airport	-	-	280,159	280,159
Assigned:				
Next year's budget	3,338,722	-	-	3,338,722
Unassigned	12,520,316	-	-	12,520,316
Total Fund balances	<u>16,772,449</u>	<u>601,564</u>	<u>5,275,902</u>	<u>22,649,915</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ <u>19,873,898</u>	\$ <u>5,060,451</u>	\$ <u>5,393,447</u>	\$ <u>30,327,796</u>

The accompanying notes are an integral part
of these financial statements.

CITY OF NACOGDOCHES, TEXAS

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION**

SEPTEMBER 30, 2022

Total fund balances - governmental funds \$ 22,649,915

Amounts reported for governmental activities in the statements of net position
are different because:

Capital assets used in governmental activities are not financial
resources and therefore, are not reported in the funds. 34,566,523

Certain receivables will not be collected soon enough to pay for the
current period's expenditures and are, therefore, deferred in the
funds. However, in the statement of net position, these amounts have
been recognized and are included in net position.

Property taxes	357,780
Court fines	184,800
Grants	1,189,454

Internal service funds are used to charge the cost of health insurance
to individual funds. The governmental funds' share of the assets and
liabilities of the internal service fund service fund are included in
governmental activities in the statement of net position. 1,549,085

Internal service funds are used for equipment acquisition and
replacement. The governmental funds' share of the assets and
liabilities of the internal service fund are included in governmental
activities in the statement of net position. 4,616,465

Long-term liabilities are not payable in the current period and are
not reported in the funds.

Long-term liabilities:

Bonds payable	(1,309,000)
Compensated absences	(2,002,059)
Interest payable	(1,718)
Net pension Liability	(2,982,920)
Total OPEB Liability	(4,511,047)

Deferred resources:

Deferred resources related to pensions	(3,521,769)
Deferred resources related to OPEB	<u>217,180</u>

Net position of governmental activities \$ 51,002,689

CITY OF NACOGDOCHES, TEXAS

STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	General Fund	Special Grants Fund	Other Governmental Funds	Total Governmental Funds
REVENUES				
Taxes:				
Property taxes	\$ 9,971,815	\$ -	\$ 1,542,796	\$ 11,514,611
General sale taxes	8,346,355	-	-	8,346,355
Franchise taxes	2,365,765	-	-	2,365,765
Hotel/motel occupancy taxes	-	-	864,318	864,318
Mixed beverage taxes	116,093	-	-	116,093
Licenses and permits	217,669	-	-	217,669
Fines and forfeitures	401,837	-	93,519	495,356
Charges for services	372,941	-	761,408	1,134,349
Penalties on tax collections	189,000	-	-	189,000
Investment earnings	145,753	22,229	49,452	217,434
Intergovernmental	1,899,986	18,800	42,828	1,961,614
Contributions	58,403	320,221	30,100	408,724
Miscellaneous	121,446	-	300	121,746
Total revenues	<u>24,207,063</u>	<u>361,250</u>	<u>3,384,721</u>	<u>27,953,034</u>
EXPENDITURES				
Current:				
General government	5,903,369	-	112,701	6,016,070
Public safety	16,803,883	52,656	79,124	16,935,663
Highways and streets	1,708,544	-	832,817	2,541,361
Culture and recreation	3,147,442	69,010	-	3,216,452
Community development	-	-	1,370,378	1,370,378
Debt Service:				
Principal	-	-	1,522,000	1,522,000
Interest	-	-	23,759	23,759
Capital Outlay	1,781,553	-	77,487	1,859,040
Total Expenditures	<u>29,344,791</u>	<u>121,666</u>	<u>4,018,266</u>	<u>33,484,723</u>
Excess (Deficiency) of Revenues				
Over (Under) Expenditures	<u>(5,137,728)</u>	<u>239,584</u>	<u>(633,545)</u>	<u>(5,531,689)</u>
OTHER FINANCING SOURCES/(USES)				
Insurance recoveries	84,707	-	-	84,707
Transfers in	5,846,925	-	455,066	6,301,991
Transfers out	<u>(242,859)</u>	<u>-</u>	<u>(212,250)</u>	<u>(455,109)</u>
Total other financial sources (uses)	<u>5,688,773</u>	<u>-</u>	<u>242,816</u>	<u>5,931,589</u>
Net change in Fund Balances	551,045	239,584	(390,729)	399,900
Fund Balances - Beginning	<u>16,221,404</u>	<u>361,980</u>	<u>5,666,631</u>	<u>22,250,015</u>
Fund Balance - Ending	\$ <u>16,772,449</u>	\$ <u>601,564</u>	\$ <u>5,275,902</u>	\$ <u>22,649,915</u>

The accompanying notes are an integral part
of these financial statements.

CITY OF NACOGDOCHES, TEXAS

**RECONCILIATION OF THE REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES**

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Net change in fund balances - total governmental funds \$ 399,900

Amounts reported for governmental activities in the statement of activities ("SOA") are different because:

Capital outlays are not reported as expenses in the SOA. 2,767,327

In the funds, only the proceeds from the sales of capital assets are recognized. However, in the governmental activities, disposed assets are also removed at their carrying amount. (47,588)

The depreciation of capital assets used in governmental activities is not reported in the funds. (2,451,916)

Certain property tax revenues are deferred in the funds. This is the change in these amounts this year. 15,100

Certain municipal court revenues are deferred in the funds. This is the change in these amounts this year. (96,918)

Certain grant revenues are deferred in the funds. This is the change in these amounts this year. 688,708

Repayment of bond principal is an expenditure in the funds but is not an expense in the SOA. 1,522,000

The Net Pension Liability is not recorded in the funds but is an expense in the SOA. 2,132,609

The Total OPEB Liability is not recorded in the funds, but is an expense in the SOA. (331,010)

Compensated absences are reported as the amount earned in the SOA but as the amount paid in the funds. 11,869

(Increase) decrease in accrued interest from beginning of period to end of period. 578

The net revenue (expense) of certain activities of internal service funds is reported with governmental activities. 161,152

Change in net position of governmental activities \$ 4,771,811

CITY OF NACOGDOCHES, TEXAS

STATEMENT OF NET POSITION
PROPRIETARY FUNDS

SEPTEMBER 30, 2022

	Business-type Activities	
	Enterprise Fund	Enterprise Fund
	Water and Sewer Fund	Sanitation Fund
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 30,619,822	\$ 6,226,468
Receivables (net of allowance for uncollectible accounts)	2,354,529	670,706
Due from other governments	189,371	338,172
Inventories	-	-
Total Current Assets	<u>33,163,722</u>	<u>7,235,346</u>
Noncurrent assets:		
Restricted assets:		
Construction Funds:		
Cash and cash equivalents	11,786,208	-
Revenue Bond Interest and Sinking Funds:		
Cash and cash equivalents	1,794,429	-
Revenue Bond Reserve Funds:		
Cash and cash equivalents	1,410,237	-
Landfill:		
Cash and cash equivalents	-	9,949,848
Total Restricted Assets	<u>14,990,874</u>	<u>9,949,848</u>
Capital Assets (net of accumulated depreciation):		
Land	717,701	965,791
Water systems, building, and equipment	135,355,814	-
Sewer systems, building, and equipment	36,505,882	-
Airport improvements	-	-
Buildings and improvements	40,103	6,272,685
Machinery and equipment	7,099,574	8,578,392
Dumpsters	-	1,023,750
Construction in progress	2,811,192	182,136
Less accumulated depreciation	(102,485,268)	(9,527,397)
Total Capital Assets	<u>80,044,998</u>	<u>7,495,357</u>
Total Noncurrent Assets	<u>95,035,872</u>	<u>17,445,205</u>
Total Assets	\$ <u>128,199,594</u>	\$ <u>24,680,551</u>
DEFERRED OUTFLOWS		
Related to pensions	\$ 315,861	\$ 144,435
Related to OPEB	<u>113,122</u>	<u>51,728</u>
Total Deferred Outflow of Resources	\$ <u>428,983</u>	\$ <u>196,163</u>

The accompanying notes are an integral part of these financial statements.

Business-type Activities		Governmental Activities
Nonmajor Enterprise Fund		
Airport Fuel Operations Fund	Total Enterprise Funds	Internal Service Funds
\$ 193,469	\$ 37,039,759	\$ 4,890,396
396,513	3,421,748	-
-	527,543	-
57,977	57,977	-
<u>647,959</u>	<u>41,047,027</u>	<u>4,890,396</u>
-	11,786,208	-
-	1,794,429	-
-	1,410,237	-
-	9,949,848	-
<u>-</u>	<u>24,940,722</u>	<u>-</u>
-	1,683,492	-
-	135,355,814	-
-	36,505,882	-
5,875	5,875	-
-	6,312,788	-
259,424	15,937,390	5,066,153
-	1,023,750	-
-	2,993,328	-
(258,342)	(112,271,007)	(3,745,643)
<u>6,957</u>	<u>87,547,312</u>	<u>1,320,510</u>
<u>6,957</u>	<u>112,488,034</u>	<u>1,320,510</u>
\$ <u>654,916</u>	\$ <u>153,535,061</u>	\$ <u>6,210,906</u>
\$ 14,070	\$ 474,366	\$ -
<u>5,039</u>	<u>169,889</u>	<u>-</u>
\$ <u>19,109</u>	\$ <u>644,255</u>	\$ <u>-</u>

CITY OF NACOGDOCHES, TEXAS

STATEMENT OF NET POSITION
PROPRIETARY FUNDS

SEPTEMBER 30, 2022

	Business-type Activities	
	Enterprise Fund	Enterprise Fund
	Water and Sewer Fund	Sanitation Fund
LIABILITIES		
Current liabilities:		
Accounts payable	\$ 56,559	\$ 52,993
Accrued expenses	84,218	79,696
Accrued compensated absences	19,111	8,659
Unearned revenue	3,813,370	-
Total OPEB liability	<u>10,510</u>	<u>4,806</u>
Total Unrestricted Current Liabilities	<u>3,983,768</u>	<u>146,154</u>
Current Liabilities Payable from Restricted Assets:		
Revenue bonds payable	3,445,000	-
Financed purchases	-	67,045
Accrued interest payable	<u>31,698</u>	<u>-</u>
Total current Liabilities Payable From Restricted Assets	<u>3,476,698</u>	<u>67,045</u>
Total Current Liabilities	<u>7,460,466</u>	<u>213,199</u>
Noncurrent liabilities:		
Revenue bonds payable	18,085,000	-
Financed purchases	-	290,961
Accrued compensated absences	193,233	87,565
Total OPEB liability	583,901	267,003
Net pension liability	393,053	179,733
Landfill closure costs	<u>-</u>	<u>5,034,369</u>
Total Noncurrent Liabilities	<u>19,255,187</u>	<u>5,859,631</u>
Total Liabilities	<u>26,715,653</u>	<u>6,072,830</u>
DEFERRED INFLOWS		
Related to leases	-	-
Related to pensions	779,918	356,635
Related to OPEB	<u>84,505</u>	<u>38,642</u>
Total Deferred Inflows of Resources	<u>864,423</u>	<u>395,277</u>
NET POSITION		
Net Investment in capital assets	58,514,998	7,137,351
Restricted for debt service	3,204,666	-
Restricted for construction	11,786,208	-
Restricted for landfill closure	-	9,949,848
Unrestricted	<u>27,542,629</u>	<u>1,321,408</u>
Total Net Position	\$ <u>101,048,501</u>	\$ <u>18,408,607</u>

The accompanying notes are an integral part of these financial statements.

Business-type Activities		Governmental Activities
Nonmajor Enterprise Fund		
Airport Fuel Operations Fund	Total Enterprise Funds	Internal Service Funds
\$ 375	\$ 109,927	\$ -
6,022	169,936	45,356
24,380	52,150	-
34,778	3,848,148	-
468	15,784	-
<u>66,023</u>	<u>4,195,945</u>	<u>45,356</u>
-	3,445,000	-
-	67,045	-
-	31,698	-
-	3,543,743	-
<u>66,023</u>	<u>7,739,688</u>	<u>45,356</u>
-	18,085,000	-
-	290,961	-
680	281,478	-
26,011	876,915	-
17,509	590,295	-
-	5,034,369	-
<u>44,200</u>	<u>25,159,018</u>	<u>-</u>
<u>110,223</u>	<u>32,898,706</u>	<u>45,356</u>
397,443	397,443	-
34,742	1,171,295	-
3,765	126,912	-
<u>435,950</u>	<u>1,695,650</u>	<u>-</u>
6,957	65,659,306	1,320,510
-	3,204,666	-
-	11,786,208	-
-	9,949,848	-
<u>120,895</u>	<u>28,984,932</u>	<u>4,845,040</u>
\$ <u>127,852</u>	\$ <u>119,584,960</u>	\$ <u>6,165,550</u>

CITY OF NACOGDOCHES, TEXAS

STATEMENT OF REVENUES, EXPENSES AND CHANGES
IN NET POSITION -PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Business-type Activities</u>	
	<u>Enterprise Fund</u>	<u>Enterprise Fund</u>
	<u>Water and Sewer Fund</u>	<u>Sanitation Fund</u>
OPERATING REVENUES		
Charges for sales and services:		
Water	\$ 11,018,534	\$ -
Sewer treatment	8,887,340	-
Sanitation charges	-	6,065,800
Landfill gate receipts	-	899,427
Fuel sales	-	-
Equipment rental	-	-
Employer premiums	-	-
Employee premiums	-	-
Total charges for sales and services	<u>19,905,874</u>	<u>6,965,227</u>
Other:		
Tapping fees- water	25,070	-
Tapping fees- sewer	7,810	-
Service fees	99,418	-
Late fees	323,243	-
Inspections	24,242	-
Miscellaneous revenue	<u>230,759</u>	<u>813,552</u>
Total Operating Revenues	<u>20,616,416</u>	<u>7,778,779</u>
OPERATING EXPENSES		
Customer service	1,354,003	-
Water production	2,082,006	-
Utility Construction	1,549,513	-
Wastewater treatment	2,304,000	-
Sanitation collection	-	1,512,502
Sanitation disposal	-	987,906
Sanitation administration	-	170,153
Cost of fuel	-	-
Non-departmental	316,364	391,050
Depreciation and amortization	<u>3,644,119</u>	<u>968,996</u>
Total Operating Expenses	<u>11,250,005</u>	<u>4,030,607</u>
Operating Income	<u>9,366,411</u>	<u>3,748,172</u>
NON-OPERATING REVENUES (EXPENSES)		
Interest revenue	306,424	121,333
Intergovernmental grants	189,371	338,172
Gain (Loss) on sale of assets	-	79,353
Interest expense	<u>(340,970)</u>	<u>(15,137)</u>
Total Non-operating Revenues (Expenses)	<u>154,825</u>	<u>523,721</u>
INCOME BEFORE TRANSFERS AND CAPITAL CONTRIBUTIONS	9,521,236	4,271,893
Transfers in	-	-
Transfers out	<u>(3,607,881)</u>	<u>(2,289,044)</u>
Total Transfers In/Out	<u>(3,607,881)</u>	<u>(2,289,044)</u>
CHANGE IN NET POSITION	5,913,355	1,982,849
NET POSITION- BEGINNING	<u>95,135,146</u>	<u>16,425,758</u>
NET POSITION- ENDING	\$ <u>101,048,501</u>	\$ <u>18,408,607</u>

The accompanying notes are an integral part
of these financial statements.

<u>Business-type Activities</u>		<u>Governmental Activities</u>
<u>Nonmajor Enterprise Fund</u>		
<u>Airport Fuel Operations Fund</u>	<u>Total Enterprise Funds</u>	<u>Internal Service Funds</u>
\$ -	\$ 11,018,534	\$ -
-	8,887,340	-
-	6,065,800	-
-	899,427	-
646,097	646,097	-
-	-	514,217
-	-	2,701,559
-	-	641,840
<u>646,097</u>	<u>27,517,198</u>	<u>3,857,616</u>
-	25,070	-
-	7,810	-
-	99,418	-
-	323,243	-
-	24,242	-
2,233	1,046,544	672
<u>648,330</u>	<u>29,043,525</u>	<u>3,858,288</u>
-	1,354,003	-
-	2,082,006	-
-	1,549,513	-
-	2,304,000	-
-	1,512,502	-
-	987,906	-
-	170,153	-
682,869	682,869	-
-	707,414	3,553,750
16,451	4,629,566	338,290
<u>699,320</u>	<u>15,979,932</u>	<u>3,892,040</u>
(50,990)	13,063,593	(33,752)
881	428,638	39,270
-	527,543	-
-	79,353	105,591
-	(356,107)	-
<u>881</u>	<u>679,427</u>	<u>144,861</u>
(50,109)	13,743,020	111,109
-	-	50,043
-	(5,896,925)	-
-	(5,896,925)	50,043
(50,109)	7,846,095	161,152
177,961	111,738,865	6,004,398
<u>\$ 127,852</u>	<u>\$ 119,584,960</u>	<u>\$ 6,165,550</u>

CITY OF NACOGDOCHES, TEXAS

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Business-type Activities</u>	
	<u>Enterprise Fund</u>	<u>Enterprise Fund</u>
	<u>Water and Sewer Fund</u>	<u>Sanitation Fund</u>
Cash Flows from Operating Activities:		
Cash received from customers	\$ 20,629,852	\$ 7,567,959
Receipts from interfund charges for fleet management services	-	-
Receipts from interfund charges for risk management services	-	-
Cash payments to employees for services	(2,984,377)	(1,312,393)
Cash payments to suppliers for goods and services	(4,861,724)	(1,589,279)
Net Cash Provided (Used) by Operating Activities	<u>12,783,751</u>	<u>4,666,287</u>
Cash Flows from Non-capital Financing Activities:		
Receipts from intergovernmental operating grants	3,813,370	-
Transfers to other funds	(3,607,881)	(2,289,044)
Net Cash Provided (Used) by Non-capital Financing Activities	<u>205,489</u>	<u>(2,289,044)</u>
Cash Flows from Capital and Related Financing Activities:		
Principal and interest paid	(3,969,883)	(79,654)
Acquisition or construction of capital assets	(1,672,306)	(121,219)
Proceeds from sale of capital assets	-	79,353
Net Cash Used by Capital and Related Financing Activities	<u>(5,642,189)</u>	<u>(121,520)</u>
Cash Flows from Investing Activities:		
Interest and dividends on investments	<u>306,424</u>	<u>121,333</u>
Net Cash Provided for Investing Activities	<u>306,424</u>	<u>121,333</u>
Net Increase (Decrease) in Cash and Cash Equivalents	<u>7,653,475</u>	<u>2,377,056</u>
Cash and Cash Equivalents at Beginning of Year	<u>37,957,221</u>	<u>13,799,260</u>
Cash and Cash Equivalents at End of Year	<u>45,610,696</u>	<u>16,176,316</u>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Operating Income (Loss)	9,366,411	3,748,172
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities		
Depreciation	3,644,119	968,996
Change in Assets and Liabilities:		
Decrease (increase) in receivables	13,436	(210,820)
Decrease (increase) in inventories	-	-
Decrease (increase) in deferred outflows	(22,479)	2,458
Increase (decrease) in accounts payable	(762)	(2,486)
Increase (decrease) in accrued wages payable	-	-
Increase (decrease) in accrued expenses	13,882	4,760
Increase (decrease) in unearned revenue	-	-
Increase (decrease) in total OPEB liability	(7,908)	(22,488)
Increase (decrease) in landfill closure liability	-	329,352
Increase (decrease) in net pension liability	(693,464)	(351,145)
Increase (decrease) in deferred outflows	483,013	208,918
Increase (decrease) in compensated absences	(12,497)	(9,430)
Total Adjustments	<u>3,417,340</u>	<u>918,115</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 12,783,751</u>	<u>\$ 4,666,287</u>

The accompanying notes are an integral part of these financial statements.

Business-type Activities		Governmental Activities
Nonmajor Enterprise Fund		
Airport Fuel Operations Fund	Total Enterprise Funds	Internal Service Funds
\$ 260,888	\$ 28,458,699	\$ -
-	-	514,889
-	-	3,343,399
232,735	(4,064,035)	-
(503,873)	(6,954,876)	(3,712,029)
(10,250)	17,439,788	146,259
-	3,813,370	-
-	(5,896,925)	50,043
-	(2,083,555)	50,043
-	(4,049,537)	-
-	(1,793,525)	(327,069)
-	79,353	105,591
-	(5,763,709)	(221,478)
882	428,639	39,270
882	428,639	39,270
(9,368)	10,021,163	14,094
202,837	51,959,318	4,876,302
193,469	61,980,481	4,890,396
(50,990)	13,063,593	(33,752)
16,451	4,629,566	338,290
(343,513)	(540,897)	-
(22,832)	(22,832)	-
2,755	(17,266)	-
89	(3,159)	-
1,688	1,688	-
-	18,642	(158,279)
9,071	9,071	-
(5,916)	(36,312)	-
-	329,352	-
(40,927)	(1,085,536)	-
415,436	1,107,367	-
8,438	(13,489)	-
40,740	4,376,195	180,011
\$(10,250)	\$ 17,439,788	\$ 146,259

CITY OF NACOGDOCHES, TEXAS

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The combined financial statements of the City of Nacogdoches, Texas (the "City") have been prepared in conformity with accounting principles applicable to governmental units which are generally accepted in the United States of America. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

A. Reporting Entity

The City is a municipal corporation governed by an elected major and four member governing council (the "Council"). The accompanying financial statements present the City and its component units, entities for which the City is considered to be financial accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the government.

Discretely Presented Component Unit

The Nacogdoches Convention and Visitors Bureau (CVB) is a Texas nonprofit corporation governed by a 7-member board of directors appointed by City Council. The CVB promotes convention and tourism-related business in the Nacogdoches area, operating primarily using revenue received from the City's Hotel & Motel Fund. The City is able to impose its will on the CVB, and the CVB is financially accountable to the City. The boards are not substantively the same. The CVB does not provide services exclusively to the City. Separate financial statements can be obtained by contacting the City's Finance Office at 202 E. Pilar, Nacogdoches, TX 75961.

B. Measurement Focus, Basis of Accounting and Financial Statement Presentation

Government-wide and Proprietary Fund Financial Statements: These financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental fund level financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. The City considers revenue available if it is received within 60 days of fiscal yearend. Property tax revenues received from the State are recognized under the susceptible-to-actual concept. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of long-term debt and acquisitions under capital leases are reported as other financing sources.

Government-wide Financial Statements

The government-wide statement of net position and the statement of activities include the financial activities of the overall government. Eliminations have been made to minimize the double-counting of internal activities. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The government-wide statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are clearly identifiable with specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Fund Financial Statements

The fund financial statements provide information about the City's funds, with separate statements presented for each fund category. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

The City reports the following major governmental funds:

The **General Fund** is the City's primary operating fund. It accounts for all financial resources of the City except those required to be accounted for in another fund.

The City reports the following major enterprise funds:

The **Water and Sewer Fund** is used to account for the water and sewer system operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

The **Sanitation Fund** is used to account for the garbage collection and landfill operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

In addition, the City reports the following fund types:

Special Revenue Funds: Accounts for transactions related to resources received and used for restricted or specific purposes.

Capital Projects Fund: Accounts for the acquisition and construction of capital facilities other than those financed by proprietary funds.

Permanent Fund: Accounts for transactions of the Sunset Trust Fund, whose principal must remain intact and whose income is used to benefit the Sunset Cemetery.

Internal Service Funds: These funds are used to account for revenues and expenses related to services provided to parties inside the City. These funds facilitate distribution of support costs to the users of support services on a cost-reimbursement basis. The City's internal service funds account for the City's self-funded health insurance plan and equipment replacement services. Because the principal users of the internal services are the City's governmental activities, this fund type is included in the "Governmental Activities" column of the government-wide financial statements.

C. Financial Statement Amounts

1. Cash and Investments

For purposes of the statement of cash flows, highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

2. Property Taxes and Other Receivables

The City's property tax is levied each October 1, on the assessed value listed as of the prior January 1 for all real property and business personal property in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available when they become due or past due and receivable within the current period.

Allowances for uncollectible tax receivables within the General and Debt Service Funds are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the city is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

3. Inventories

The City records purchases of supplies as expenditures, utilizing the purchase method of accounting for inventory.

4. Capital Assets

Purchases or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets are recorded at acquisition cost, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. A capitalization threshold of \$5,000 is used.

Capital assets are being depreciated using the straight-line method over the following estimated useful lives.

<u>Assets</u>	<u>Years</u>
Infrastructure	50
Water and sewer system	40-50
Buildings	50
Building improvements	15
Vehicles	3-15
Equipment	3-15
Motor vehicles	3-10

5. Pensions

For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, City specific information about its Fiduciary Net Position in the Texas Municipal Retirement System (TMRS) and additions to/deductions from the City's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the City's Total Pension Liability is obtained from TMRS through a report prepared for the City by TMRS consulting actuary, Gabriel Roeder Smith & Company, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions*.

6. Compensated Absences

Accumulated vacation and sick leave is accrued, when incurred, in the government-wide and proprietary fund financials. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations or retirements. On retirement or death of certain employees, the City pays 25% of accrued sick leave and any vacation in a lump case payment to such employee or his/her estate.

7. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefitting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers In and Transfers Out are netted and presented as a single "Transfers" line on the government-wide statement of activities. Similarly, interfund receivables and payables are netted and presented as a single "Internal Balances" line of the government-wide statement of net position.

8. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category.

- Pension and OPEB contributions after measurement date – These contributions are deferred and recognized in the following fiscal year.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five-year period.
- Changes in actuarial pension and OPEB assumptions – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has the following items that qualify for reporting in this category.

- Difference in expected and actual pension and OPEB experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

- Changes in actuarial pension and OPEB assumptions – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Difference between projected and actual investment pension earnings – This difference is deferred and amortized over a five-year period.
- Deferred inflows related to leases arise from the recognition of the discounted future lease payments on lessor agreements. These amounts are recognized in lease income straight-line over the assessed life of the lease.
- The City has one type of item that arises only under the modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from three sources: property taxes, grants and municipal court fines. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

9. Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied.

It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

10. Leases

The City has entered into a lease agreement as lessor. Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability or lease asset. The City is a lessor in various arrangements for the right-to-use of buildings and a septic system in the Airport Fuel Operations fund. In both the government-wide financial statements and the governmental fund financial statements, the City initially measures the lease receivable and a deferred inflow of resources for the present value of payments expected to be made during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments made. The deferred inflow of resources is recognized as revenue on a systematic basis over the life of the lease.

11. Fund Balance Classification

The balances of the governmental funds are classified as follows:

- Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.
- Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.
- Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by ordinance of the City Council. These amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

- **Assigned:** This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the City Council or City Manager.
- **Unassigned:** This classification includes the residual fund balance for the General Fund. The unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting assigned fund balance amounts.

12. Fund Balance Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the city's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

13. Use of Estimates

The preparation of financial statements in conformity with GAAP requires the use of management's estimates.

14. Post-Employment Benefits Other Than Pensions (OPEB)

Supplemental Death Benefit Fund. For purposes of measuring the total Texas Municipal Retirement System Supplemental Death Benefit Fund (TMRS SDBF) OPEB liability, related deferred outflows and inflows of resources, and expense, City specific information about its total TMRS SDBF liability and additions to/deductions from the City's total TMRS SDBF liability have been determined on the same basis as they are reported by TMRS. The TMRS SDBF expense and deferred (inflows)/outflows of resources related to TMRS SDBF, primarily result from changes in the components of the total TMRS SDBF liability. Most changes in the total TMRS SDBF liability will be included in TMRS SDBF expense in the period of the change. For example, changes in the total TMRS SDBF liability resulting from current-period service cost, interest on the TOL, and changes of benefit terms are required to be included in TMRS SDBF expense immediately. Changes in the total TMRS SDBF liability that have not been included in TMRS SDBF expense are required to be reported as deferred outflows of resources or deferred inflows of resources related to TMRS SDBF.

Retiree Health Insurance. For purposes of measuring the total OPEB liability, OPEB related deferred outflows and inflows of resources, and OPEB expense, benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Contributions are not required but are measured as payments by the City for benefits due and payable that are not reimbursed by plan assets. Information regarding the City's total OPEB liability is obtained from a report prepared by a consulting actuary, Gabriel Roeder Smith & Company.

Change in Accounting Principle

GASB Statement No. 87, *Leases*, was adopted effective October 1, 2021. The statement addresses accounting and financial reporting for lease contracts. Statement No. 87 establishes standards for recognizing and measuring assets, liabilities, deferred outflows of resources, deferred inflows of resources, and revenues and expenses related to leases in the basic financial statements, in addition to requiring more extensive note disclosures. The adoption of this standard did not result in a restatement of the beginning fund balance or net position, but assets and liabilities were recognized, and more extensive note disclosures were required.

2. DEPOSITS AND INVESTMENTS

The City's funds are required to be deposited and invested under the terms of a depository contract. The depository bank deposits for safekeeping and trust with the City's agent bank approved pledged securities in an amount sufficient to protect City funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation ("FDIC") insurance.

A. Cash Deposits with Financial Institutions

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's policy requires all deposits in financial institutions to be fully collateralized by the U.S. Government Securities or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits. As of September 30, 2022, \$250,000 of the City's \$19,545,295 deposit balance was covered by FDIC insurance. The remaining balance was collateralized with securities held by the pledging financial institution.

B. Investments

The City is required by Government Code Chapter 2256, The Public Funds Investment Act, to adopt, implement, and publicize an investment policy. That policy must be written; primarily emphasize safety of principal and liquidity; address investment diversification, yield, and maturity and the quality and capability of investment management; and include a list of the types of authorized investments in which the investing entity's funds may be invested; and the maximum allowable stated maturity of any individual investment owned by the entity.

The Public Funds Investment Act ("Act") requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the general purpose financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, investment practices of the City were in accordance with their investment policy.

The Act determines the types of investments which are allowable for the city. These include, with certain restrictions (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust funds.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. As of September 30, 2022, the City held the following fair value measurements:

	9/30/2022	Fair Value Measurement Using			Percent of Total Portfolio	Weighted Average Maturity (Days)
		(Level 1)	(Level 2)	(Level 3)		
Primary government						
Cash and cash equivalents						
Cash deposits	\$ 14,661,134					
Cash on hand	3,632					
TexPool	41,562,804					37
Money market accounts	8,042,377					
Total cash and cash equivalents	<u>64,269,947</u>					
Investments measured at amortized cost:						
Certificates of Deposit	16,117,808				53.50%	155
Investments measured at fair value:						
U.S. Agency Securities	14,007,872	-	14,007,872	-	46.50%	185
Total investments	<u>30,125,680</u>	<u>-</u>	<u>14,007,872</u>	<u>-</u>		<u>377</u>
Total cash and investments of the primary government	<u>\$ 94,395,627</u>	<u>\$ -</u>	<u>\$ 14,007,872</u>	<u>\$ -</u>		
Discretely Presented Component unit:						
Cash deposits	\$ 447,543					
Total cash and investments of the reporting entity	<u>\$ 94,843,170</u>	<u>\$ -</u>	<u>\$ 14,007,872</u>	<u>\$ -</u>		

C. Analysis of Specific Deposit and Investment Risks

Interest Rate Risk. In accordance with its investment policy, the City manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio to less than 365 days.

Credit Risk. This is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At September 30, 2022, the City's investments, other than those which are obligations of or guaranteed by the United States Government, are rated as to credit quality as follows:

TexPool Investment Pool – rated AAAM by Standard & Poor's

Concentration of Credit Risk. This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid overconcentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law),
- Limiting investment in investments that have higher credit risks (example: commercial paper),
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Custodial Credit Risk. Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the City's name. All of the City's deposits are in fully collateralized financial institutions or in local government investment pools.

Investment Accounting Policy. The City's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

Public Funds Investment Pools. Public funds investment pools in Texas ("Pools") are established under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and are subject to the provisions of the Public Funds Investment Act (the "Act"), Chapter 2256 of the Texas Government Code. In addition to other provisions of the Act designed to promote liquidity and safety of principal, the Act requires Pools to: 1) have an advisory board composed of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; 2) maintain a continuous rating of no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service; and 3) maintain the market value of its underlying investment portfolio within one half of one percent of the value of its shares.

The City's investments in Pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio.

TexPool has a redemption notice period of one day and may redeem daily. The investment pools' authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium or national state of emergency that affects the pool's liquidity.

3. RECEIVABLES

The disaggregation of receivables is summarized as follows:

	Governmental Funds	Proprietary Funds
Property taxes, net of allowance of \$202,483	\$ 376,040	\$ -
Court fines, net of allowance of \$1,663,194	184,800	-
Customer accounts, net of allowance of \$294,553	101,089	1,744,819
Unbilled utility receivable	-	1,280,416
Leases	-	396,513
Economic development loans, net of allowance of \$135,458	91,641	-
Total	\$ 753,570	\$ 3,421,748

The City has been the recipient of grants from the State and Federal governments for economic development. In accordance with the terms of the grants, funds have been loaned to specific entities at interest rates varying from zero percent to two percent. Under the terms of the grants, the City is required to utilize repaid funds exclusively in the City of Nacogdoches for eligible economic development activities in accordance with the provisions of Title I of the Housing and community Development Act of 1974, as amended.

In 2007, the City abated \$2,883,237 in Economic Development Loans. As a result, the city entered into an agreement with the Texas Office of Rural Community Affairs (ORCA) to pay \$1,255,347 into a Revolving Loan (Economic Development Fund) over 22 years. This fund will only be used for economic development loans in the future. A balance of \$75,000 remains as of September 30, 2022. Future transfers into the Revolving Loan Fund are:

<u>Year Ending September 30,</u>	<u>Transfer</u>
2023	75,000
	<u>\$ 75,000</u>

The activity of the City's outstanding Revolving Loans at September 30, 2022:

	Balance at Beginning of Fiscal Year	New Loans	Debt Repayments	Balance at End of Fiscal Year
Effective Teleservices, Inc.	\$ 127,504	\$ -	\$ 35,863	\$ 91,641
Southwest Scooters	135,458	-	-	135,458
Less allowance for collection	(135,458)	-	-	(135,458)
Totals	<u>\$ 127,504</u>	<u>\$ -</u>	<u>\$ 35,863</u>	<u>\$ 91,641</u>

The balance of unpaid principal receivable, net of the allowance for uncollectable amounts, is shown as restricted fund balance.

Leases. The City is lessor for hangar facilities at the City airport, and reports 63 number of agreements entered into throughout 2010 through 2022. The leases generally have 6 or more year terms and bear estimated interest at 1.50% to 2.00% annually. Details for the leases receivable as of September 30, 2022 are as follows:

Purpose of Lease	Interest Rate	Initial Years of Lease	Amount of Initial Lease Receivable	Interest Current Year	Amounts Receivable 9/30/22
Right to Use:					
Airport hangars	1.50% - 2.00%	2010-2021	\$ 430,115	\$ 396	\$ 396,513

4. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2022, was as follows:

Primary Government

	Beginning Balance 10/1/2021	Transfers and Additions	Retirements/ Adjustments	Ending Balance 9/30/2022
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 3,753,208	\$ -	\$ (1,960)	\$ 3,751,248
Construction in progress	708,770	646,113	-	1,354,883
Total assets not being depreciated	4,461,978	646,113	(1,960)	5,106,131
Capital assets, being depreciated:				
Buildings	16,143,445	160,022	-	16,303,467
Improvement other than buildings	6,207,538	252,301	-	6,459,839
Machinery and equipment	20,933,145	872,531	(1,312,094)	20,493,582
Infrastructure	50,868,686	1,229,023	-	52,097,709
Total capital assets being depreciated	94,152,814	2,513,877	(1,312,094)	95,354,597
Less accumulated depreciation:				
Buildings	(8,689,225)	(388,563)	-	(9,077,788)
Improvement other than buildings	(2,946,398)	(284,554)	-	(3,230,952)
Machinery and equipment	(16,548,186)	(1,469,606)	1,312,094	(16,705,698)
Infrastructure	(34,800,552)	(758,705)	-	(35,559,257)
Total accumulated depreciation	(62,984,361)	(2,901,428)	1,312,094	(64,573,695)
Total capital assets being depreciated, net	31,168,453	(387,551)	-	30,780,902
Governmental activities capital assets, net	\$ 35,630,431	\$ 258,562	\$ (1,960)	\$ 35,887,033

	Beginning Balance 10/1/2021	Additions	Retirements/ Adjustments	Ending Balance 9/30/2022
Business-type activities:				
Capital assets, not being depreciated:				
Land	\$ 1,684,592	\$ -	\$ (1,100)	\$ 1,683,492
Construction in progress	5,161,625	1,301,227	(3,469,524)	2,993,328
Total assets not being depreciated	6,846,217	1,301,227	(3,470,624)	4,676,820
Capital assets, being depreciated:				
Utility system and buildings	168,483,755	3,702,153	-	172,185,908
Improvement other than buildings	5,994,451	-	-	5,994,451
Machinery and equipment	17,355,503	497,343	(891,706)	16,961,140
Total capital assets being depreciated	191,833,709	4,199,496	(891,706)	195,141,499
Less accumulated depreciation:				
Utility system and buildings	(92,956,057)	(3,489,360)	-	(96,445,417)
Improvement other than buildings	(1,919,462)	(120,715)	-	(2,040,177)
Machinery and equipment	(13,421,053)	(1,019,491)	655,131	(13,785,413)
Total accumulated depreciation	(108,296,572)	(4,629,566)	655,131	(112,271,007)
Total capital assets being depreciated, net	83,537,137	(430,070)	(236,575)	82,870,492
Business-type activities capital assets, net	\$ 90,383,354	\$ 871,157	\$ (3,707,199)	\$ 87,547,312

	Beginning Balance 10/1/2021	Additions	Transfers and Retirements	Ending Balance 9/30/22
Discretely Presented Component Unit:				
Capital assets, being depreciated:				
Furniture, fixtures and equipment	\$ 256,659	\$ -	\$ -	\$ 256,659
Total capital assets being depreciated	<u>256,659</u>	<u>-</u>	<u>-</u>	<u>256,659</u>
Less accumulated depreciation:				
Furniture, fixtures and equipment	(130,256)	(15,905)	-	(146,161)
Total accumulated depreciation	<u>(130,256)</u>	<u>(15,905)</u>	<u>-</u>	<u>(146,161)</u>
Total capital assets being depreciated, net	<u>126,403</u>	<u>(15,905)</u>	<u>-</u>	<u>110,498</u>
Discretely presented component unit capital assets, net	<u>\$ 126,403</u>	<u>\$ (15,905)</u>	<u>\$ -</u>	<u>\$ 110,498</u>

Depreciation expense was charged to functions/programs of the governmental activities as follows:

General Government	\$ 315,211
Public safety	839,116
Highways and streets	1,424,368
Culture and recreation	<u>322,733</u>
	<u>\$ 2,901,428</u>

The City's commitments as of September 30, 2022 on active construction projects are summarized as follows:

Project	Total Cost	Spent to Date	Remaining Commitment
South Street Direct Connect	\$ 4,120,000	\$ 2,683,310	\$ 1,436,690
Banita Creek Sewer	11,800,000	57,594	11,742,406
Well Improvements	1,205,000	466,605	738,395
Fredonia & Church St Storm Sewer	850,000	850,000	-
Misc Storm Sewer Replacements	836,000	836,000	-
Filter Replacements	1,500,000	45,326	1,454,674
Landfill Expansion	<u>1,750,000</u>	<u>183,589</u>	<u>1,566,411</u>
Totals	<u>\$ 22,061,000</u>	<u>\$ 5,122,424</u>	<u>\$ 16,938,576</u>

5. INTERFUND BALANCES AND ACTIVITY

The composition of interfund balances as of September 30, 2022, is as follows:

A. Due To and From Other Funds

Due from Fund	Due to Fund	Amount	Purpose
General Fund	Special Grant Fund	\$ 109,699	Short-term pooled cash loan
	Total	<u>\$ 109,699</u>	

B. Transfers To and From Other Funds

The primary purpose of interfund transfers is the transfer of funds from one fund to support expenditures of another fund in accordance with the authority established for the individual fund. A summary of interfund transfers by fund type is as follows:

Transfers From	Transfers To	Amount	Reason
General Fund	Nonmajor Governmental	\$ 192,816	Supplemental sources of funds and to fund the ORCA economic development agreement
Nonmajor Governmental	General Fund	50,000	Supplement other funds sources
Water and Sewer Fund	General Fund	3,557,881	Supplement sources of funds and remit franchise fees
Water and Sewer Fund	Nonmajor Governmental	50,000	Supplement other funds sources
Sanitation Fund	General Fund	2,239,044	Supplement sources of funds and remit franchise fees
Sanitation Fund	Nonmajor Governmental	50,000	Supplement other funds sources
General Fund	Internal Service Fund	50,043	Reimbursement of costs for shared purchases
Nonmajor Governmental	Nonmajor Governmental	<u>162,250</u>	Supplement other funds sources
	Total	<u>\$ 6,352,034</u>	

6. LONG-TERM OBLIGATIONS

A. Long-Term Obligation Activity

Long-term obligations include bonds, leases, and compensated absences. Changes in long-term obligations for the year ended September 30, 2022, are as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
Governmental Activities:					
General obligation bonds	\$ 1,020,000	\$ -	\$ 1,020,000	\$ -	\$ -
General obligation bonds - Direct Borrowing	1,811,000	-	502,000	1,309,000	212,000
Compensated absences	<u>2,013,928</u>	<u>280,110</u>	<u>291,979</u>	<u>2,002,059</u>	<u>180,185</u>
Total Governmental Activities	<u>\$ 4,844,928</u>	<u>\$ 280,110</u>	<u>\$ 1,813,979</u>	<u>\$ 3,311,059</u>	<u>\$ 392,185</u>
Business-type Activities:					
General obligation bonds	\$ 21,515,000	\$ -	\$ 2,335,000	\$ 19,180,000	\$ 2,195,000
Water and sewer system bonds - Direct Borrowing	3,640,000	-	1,290,000	2,350,000	1,250,000
Direct financed purchase	422,523	-	64,517	358,006	67,045
Compensated absences	347,117	63,202	76,691	333,628	52,150
Landfill closure costs	<u>4,705,017</u>	<u>329,352</u>	<u>-</u>	<u>5,034,369</u>	<u>-</u>
Total Business-Type Activities	<u>\$ 30,629,657</u>	<u>\$ 392,554</u>	<u>\$ 3,766,208</u>	<u>\$ 27,256,003</u>	<u>\$ 3,564,195</u>

The funds typically used to liquidate other long-term liabilities in the past are as follows:

Liability	Activities Type	Fund
Compensated absences, net pension liability, OPEB Liability	Governmental	General Fund
Compensated absences, net pension liability, OPEB Liability	Business-type	Water and Sewer and Sanitation Funds
Landfill closure costs	Business-type	Sanitation Fund

Debt consisted of the following issues as of September 30, 2022:

Series	Interest Rates	Date Issued	Maturity Date	Original Amount	Principal Outstanding
Governmental Activities:					
2021 Tax Notes	1.05%	Aug 2021	Aug 2028	1,521,000	\$ 1,309,000
Total					\$ 1,309,000
Business-type Activities:					
2004 Water and Sewer SRF	1.05-2.65%	Mar 2004	Mar 2025	10,365,000	\$ 1,650,000
2006 Water and Sewer SRF	2.15-2.42%	Mar 2006	Mar 2027	8,210,000	700,000
2020 Refunding	.0457-.527%	Sep 2020	Sep 2034	21,915,000	19,180,000
Total					\$ 21,530,000

SRF – Debts issued by the State Revolving Fund of Texas. SRF Bonds were issued as direct borrowings and have been separately identified; however, the terms of these obligations are not significantly different than other obligations and do not have substantive acceleration clauses. Should the City default on these bonds, any registered owner of the obligations is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring the City to make payment.

The financed purchase was originally issued in October 2019 in the amount of \$539,459 to acquire a scraper for use in the Solid Waste department. Title of the scraper transferred to the City and the debt is secured by the financed equipment. The arrangement bears interest at 3.85% per annum and is considered a direct borrowing.

B. Debt Service Requirements

Debt service requirements on long-term debt at September 30, 2022 are as follows:

General Obligation Bonds - Direct Borrowing			
Year Ending September 30,	Principal	Interest	Total
2023	\$ 212,000	\$ 11,519	\$ 223,519
2024	215,000	9,261	224,261
2025	217,000	6,983	223,983
2026	219,000	4,683	223,683
2027	222,000	4,683	226,683
2028	224,000	1,176	225,176
Total	\$ 1,309,000	\$ 38,305	\$ 1,347,305
Business-Type Activities			
General Obligation Bonds			
Year Ending September 30,	Principal	Interest	Total
2023	\$ 2,195,000	\$ 251,917	\$ 2,446,917
2024	2,140,000	237,078	2,377,078
2025	2,085,000	218,846	2,303,846
2026	2,030,000	198,996	2,228,996
2027	1,975,000	175,124	2,150,124
2028-2032	7,250,000	466,982	7,716,982
2033-2034	1,505,000	45,734	1,550,734
Total	\$ 19,180,000	\$ 1,594,677	\$ 20,774,677
Water and Sewer System Bonds - Direct Borrowing			
Year Ending September 30,	Principal	Interest	Total
2023	\$ 1,250,000	\$ 46,108	\$ 1,296,108
2024	550,000	21,726	571,726
2025	550,000	7,288	557,288
Total	\$ 2,350,000	\$ 75,122	\$ 2,425,122

Year Ending September 30,	Business-Type Activities		
	Direct financed purchase		
	Principal	Interest	Total
2023	\$ 67,045	\$ 12,608	\$ 79,653
2024	69,673	9,981	79,654
2025	221,288	-	221,288
Total	\$ 358,006	\$ 22,589	\$ 380,595

C. **Prior Year Defeasance of Debt**

In prior years, the City defeased general obligation and revenue bonds by placing the proceeds of the net bonds in an irrevocable trust account to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and liability for the defeased bonds are not included in the government's financial statements. As of September 30, 2022, the City had no defeased bonds outstanding.

D. **Continuing Disclosure**

The City has entered into a continuing disclosure undertaking to provide Annual Reports and Material Event Notices to the State Information Depository of Texas, which is the Municipal Advisory Council. This information is required under SEC Rule 25c2-12 to enable investors to analyze the financial condition and operations of the City.

E. **Revenue Bonds**

Revenue bonds are used to finance the acquisition and construction of major capital improvements for the water and sewer system and related facilities. These revenue bonds constitute special obligations of the City solely secured by a lien on and pledge of the net revenues of the water and sewer system. The City collected in excess of \$19.9 million in water revenues with the required debt service of the revenue bonds being \$3,969,882.

F. **Compensated Absences**

Compensated absences represent the estimated liability for employees' accrued vacation and sick leave for which employees are entitled to be paid upon termination. The retirement of this liability is paid from the General Fund and Enterprise Funds based on the assignment of an employee termination.

7. **RISK MANAGEMENT**

The City is exposed to various risks of loss related to torts, theft, damage or destruction of assets, errors and omissions, injuries to employees, and natural disasters. During fiscal year 2013, the City obtained general liability coverage at a cost that is considered to be economically justifiable by joining together with other governmental entities in the State as a member of the Texas Municipal League Intergovernmental Risk Pool ("TML"). The TML is a self-funded pool operating as a common risk management and insurance program. The City pays an annual premium to TML for its above insurance coverage. The agreement for the formation of TML provides that TML will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of acceptable risk levels; however, each category of coverage has its own level of reinsurance. The City continues to carry commercial insurance for other risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage in any of the past three fiscal years.

The City has entered into an agreement with Blue Cross Blue Shield of Texas to administer its employee health benefit plan. Under the terms of the agreement, the administrator (1) reviews claims for benefits under the plan and determines whether they have been properly filed and determines the amount, if any, which is due and payable with respect thereto, (2) on behalf of the City, disburses claim payments that it determines to be due in accordance with the provisions of the plan to the eligible individual or assignee of such eligible individual entitled thereto, and (3) takes all reasonable steps to process claims and disburse claim payments expeditiously.

The Plan provides coverage of up to \$100,000 for each individual. The City has a reinsurance agreement for the plan that provides coverage per individual claim in excess of \$100,000 per year. In addition, the reinsurance agreement provides unlimited coverage when aggregate claims exceed a threshold, calculated based on a minimum attachment point of \$2,577,121.

Under the terms of the plan, eligible claims and related expenses are paid from premiums paid by covered employees and the various funds of the City in which they are employed. During the year ended September 30, 2008, the City began providing health care benefits to its employees under a self-insurance plan ("Medical Plan"). In prior years, the City purchased commercial health insurance for this benefit. The City accounts for the transactions of the plan in the Health Insurance Fund, an Internal Service Fund. At September 30, 2022, the City had recorded a liability of \$45,356 for claims incurred but not paid at that date. This liability was based on a review of claims paid subsequent to the end of the year.

Fiscal Year Ended	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Payments on Claims	End of Fiscal Year Liability
September 30, 2018	\$ 97,378	\$ 2,431,131	\$ 2,416,869	\$ 111,640
September 30, 2019	111,640	3,314,206	3,010,292	415,554
September 30, 2020	415,554	2,653,200	2,925,029	129,463
September 30, 2021	129,463	3,001,881	2,927,709	203,635
September 30, 2022	203,635	3,416,149	3,574,428	45,356

8. DEFINED BENEFIT PENSION PLAN

Plan Description

The City participates as one of 901 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the state of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the system with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401(a) of the Internal Service Code. TMRS issues a publicly available annual comprehensive financial report (ACFR) that can be obtained at www.tmr.com.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the member's benefit is calculated based on the sum of the member's contributions with interest, the city-financed monetary credits with interest, and their age at retirement and other actuarial factors. The retiring member may select one of seven monthly benefit payment options. Members may also choose to receive a portion of their benefit as a lump sum distribution in an amount equal to 12, 24 or 36 monthly payments, which cannot exceed 75% of the total member contributions and interest.

The City grants monetary credits for service rendered of a theoretical amount equal to two times what would have been contributed by the employee, with interest. Monetary credits, also known as the matching ratio, are 200% of the employee's accumulated contributions and are only payable in the form of an annuity.

A summary of plan provisions of the City are as follows:

Employee deposit rate	7%
Matching ratio (City to employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years to any age, 5 years at age 60 and above
Updated service credit	100% repeating transfers

Employees covered by benefit terms

At the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	253
Inactive employees entitled to but not yet receiving benefits	147
Active employees	<u>302</u>
	<u>702</u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The City's contribution rate is based on the liabilities created from the benefit plan options selected by the City and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rate for the City was 14.60% and 14.74% in calendar years 2021 and 2022, respectively. The city's contributions to TMRS for the year ended September 30, 2022, were \$2,729,762, and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2021, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date. The net pension liability is typically liquidated through the General Fund and Enterprise Funds.

Actuarial assumptions

The Total Pension Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year, adjusted down for population declines, if any
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for healthy annuitants and Annuity Purchase Rate (APRs) are based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive).

The target allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Public Equity	35.0%	7.55%
Core Fixed Income	6.0%	2.00%
Non-Core Fixed Income	20.0%	5.68%
Other Public and Private Markets	12.0%	7.22%
Real Estate	12.0%	6.85%
Hedge Funds	5.0%	5.35%
Private Equity	10.0%	10.00%
Total	100.0%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability

As of September 30, 2022, the City reported the following changes in the Net Pension Liability:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at 12/31/2020	\$ 113,034,284	\$ 103,129,842	\$ 9,904,442
Changes for the year:			
Service cost	2,770,007	-	2,770,007
Interest	7,528,632	-	7,528,632
Difference between expected and actual experience	641,921	-	641,921
Contributions - employer	-	2,654,442	(2,654,442)
Contributions - employee	-	1,244,547	(1,244,547)
Net investment income	-	13,434,579	(13,434,579)
Benefit payments, including refunds of employee contributions	(5,767,990)	(5,767,990)	-
Administrative expense	-	(62,207)	62,207
Other changes	-	426	(426)
Net changes	5,172,570	11,503,797	(6,331,227)
Balance at 12/31/2021	\$ 118,206,854	\$ 114,633,639	\$ 3,573,215

Sensitivity of the Net Pension Liability

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) of 1-percentage-higher (7.75%) than the current rate:

	<u>1% Decrease in Discount Rate (5.75%)</u>	<u>Discount Rate (6.75%)</u>	<u>1% Increase in Discount Rate (7.75%)</u>
City's net pension liability	\$ 19,649,970	\$ 3,573,215	\$(9,688,148)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. The report may be obtained on the Internet at www.tmr.org.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2022, the City recognized pension expense of \$120,636. At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual economic experience	\$ 780,461	\$ 133,992
Changes in actuarial assumptions	71,956	-
Difference between projected and actual investment earnings	-	6,956,170
Contributions subsequent to the measurement date	<u>2,019,047</u>	<u>-</u>
Total	<u>\$ 2,871,464</u>	<u>\$ 7,090,162</u>

\$2,019,047 reported as deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expenses as follows:

<u>Year ended September 30</u>	
2023	\$(1,000,810)
2024	(2,692,532)
2025	(1,271,447)
2026	(1,272,956)
Total	<u>\$(6,237,745)</u>

9. OTHER POST-EMPLOYMENT BENEFITS

The City provides for two other post-employment benefit (OPEB) plans: the Texas Municipal Retirement System Supplemental Death Benefits Fund (TMRS SDBF), and its own single-employer Retiree Benefits Plan. Both are described in detail below. Neither OPEB plan has fiduciary net position and thus all future benefit payments will be paid with City funds. As such, management has estimated the amount due within one year that is reported as a current liability in the statement of net position.

For the fiscal year 2022, the City had OPEB expenses for \$156,833 and \$300,892 for TMRS SDBF and Retiree Benefit Plan, respectively, for an aggregate OPEB expense of \$457,725. Aggregate amounts for the two plans are as follows:

Governmental activities:	Deferred outflows of resources	Deferred inflows of resources	Total OPEB Liability	Due within one year
TMRS SDBF	\$ 241,487	\$ 61,466	\$ 1,355,673	\$ 38,349
Retiree Benefit Plan	617,012	579,853	3,155,374	41,410
Total	<u>\$ 858,499</u>	<u>\$ 641,319</u>	<u>\$ 4,511,047</u>	<u>\$ 79,759</u>

Business-type activities:	Deferred outflows of resources	Deferred inflows of resources	Total OPEB Liability	Due within one year
TMRS SDBF	\$ 47,788	\$ 12,164	\$ 268,276	\$ 7,589
Retiree Benefit Plan	122,101	114,748	624,423	8,195
Total	<u>\$ 169,889</u>	<u>\$ 126,912</u>	<u>\$ 892,699</u>	<u>\$ 15,784</u>

TMRS Supplemental Death Benefits Fund

Plan Description. The City voluntarily participates in a single-employer other post-employment benefit (OPEB) plan administered by TMRS. The Plan is a group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF). The Plan is established and administered in accordance with the TMRS Act identically to the City's pension plan. SDBF includes coverage for both active and retired members, and assets are commingled for the payment of such benefits. Therefore, the Plan does not qualify as an OPEB Trust in accordance with paragraph 4 of GASB Statement No. 75.

Benefits Provided. The SDBF provides group-term life insurance to City employees who are active members in TMRS, including or not including retirees. The City Council opted into this program via an ordinance, and may terminate coverage under, and discontinue participation in, the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

Payments from this fund are similar to group-term life insurance benefits and are paid to the designated beneficiaries upon the receipt of an approved application for payment. The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is considered an other employment benefit and is a fixed amount of \$7,500.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently receiving benefits	197
Inactive employees entitled to but not yet receiving benefits	49
Active employees	302
Total	<u>548</u>

Contributions. The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation, which was 0.27% for 2022 and 0.29% for 2021, of which 0.18% and 0.19%, respectively, represented the retiree-only portion for each year, as a percentage of annual covered payroll. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to prefund retiree term life insurance during employees' entire careers. The City's contributions to the SDBF for the years ended September 30, 2022 and 2021 were \$43,971 and \$46,773, respectively, representing contributions for both active and retiree coverage, which equaled the required contributions each year.

Actuarial Assumptions.

The City's total OPEB liability of \$1,623,949 was measured as of December 31, 2021 and was determined by an actuarial valuation as of that date.

The total OPEB liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Actuarial Methods and Assumptions	
Measurement year ended December 31,	2021
Inflation rate	2.50%
Discount rate	1.84%
Actuarial cost method	Entry Age Normal Method
Projected salary increases	3.50% to 11.5% including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the 2019 Municipal Retirees of Texas Mortality Tables and were projected on a fully generational basis with scale UMP. For disabled annuitants, the rates include a 4 year setforward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

Administrative expenses for the SDBF are paid through the TMRS Pension Trust Fund and are wholly accounted for under the provisions of GASB Statement No. 68.

The actuarial assumptions used in the December 31, 2021 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018. Changes in assumptions reflect the annual change in the municipal bond rate.

Discount Rate. A single discount rate of 1.84% was used to measure the total OPEB liability. Because the plan is essentially a "pay-as-you-go" plan, the single discount rate is equal to the prevailing municipal bond rate. The projection of cash flows used to determine the discount rate assumed that contributions from the City is made at the statutorily required rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to not be able to make all future benefit payments of current plan members. Therefore, the municipal bond rate was applied to all periods of projected benefit payments to determine the Total OPEB liability. The source of the municipal bond rate was Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2021.

Discount Rate Sensitivity Analysis. The following schedule shows the impact of the Total OPEB Liability if the discount rate used was 1% less than (0.84%) and 1% greater than (2.84%) the discount rate that was used (1.84%) in measuring the total OPEB Liability.

	1% Decrease in Discount Rate (0.84%)	Discount Rate (1.84%)	1% Increase in Discount Rate (2.84%)
City's Total OPEB liability	\$ 1,980,898	\$ 1,623,949	\$ 1,347,793

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources Related to OPEBs. At September 30, 2022, the City reported a liability of \$1,623,949 for its Total OPEB Liability. The Total OPEB Liability was determined by an actuarial valuation as of December 31, 2021. For the year ended September 30, 2022, the City recognized OPEB expense of \$156,833. There were no changes of benefit terms that affected measurement of the Total OPEB liability during the measurement period.

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at 12/31/2020	\$ 1,539,765
Changes for the year:	
Service cost	58,672
Interest	31,044
Difference between expected and actual experience	(20,774)
Changes of assumptions	49,023
Benefit payments	(33,781)
Net changes	84,184
Balance at 12/31/2021	\$ 1,623,949

At September 30, 2022, the City reported deferred outflows of resources related to other post-employment benefits from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ -	\$ 52,421
Changes in actuarial assumptions	264,258	21,209
Contributions subsequent to the measurement date	25,017	-
Totals	\$ 289,275	\$ 73,630

\$25,017 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Total OPEB liability for the year ending September 30, 2023. Other amounts of the reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year Ended September 30,	OPEB Expense Amount
2023	\$ 59,963
2024	59,062
2025	52,158
2026	18,049
2027	1,396
Total	\$ 190,628

Post-employment Benefits Other Than Pensions (OPEB) – Retiree Health Plan

Plan Description. The City provides healthcare benefits through a single employer defined benefit healthcare plan for all full-time employees and retirees that meet the minimum retirement age of 60 and are vested in the retirement plan prior to retirement or have twenty years or more of service at any age. Currently, the retiree contributes 100% of the blended healthcare premium for coverage and is also responsible for payment of premiums for any dependent coverage. Retiree contribution rates for fiscal year 2021-2022 ranged from \$725.00 to \$1,817.35 per month depending on the coverage level selected. This plan is administered by the City and it has the authority to establish and amend the benefit terms and financing arrangements. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Benefits and Contributions. Survivors of employees who die while actively employed are not eligible for retiree healthcare benefits. Employees who become disabled are not eligible for retiree healthcare benefits unless they meet the City's retirement requirements and they elect to retire from the City. The dependent of a current employee can receive coverage when the employee retires if the retiree elects dependent coverage at the time of retirement, the only exception would be in the event of a family status change which will allow dependents to be added at a later date. The retiring employee must continue to elect (and pay for) coverage for the dependents at all future open enrollments or the dependent coverage will cease. The dependents of all future retirees can continue to receive coverage under these circumstances, assuming the current policy remains unchanged. Retirees who decide to opt-out of the healthcare plan are not eligible to opt back in at a later date.

Retirees are responsible for payment of premiums for any dependent coverage, and the City pays the retirees premiums. The City's contributions to the OPEB for the year ended September 30, 2022, were \$49,605, which equal benefit payments for retirees.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently receiving benefits	14
Inactive employees entitled to but not yet receiving benefits	-
Active employees	290
Total	304

Actuarial Methods and Assumptions

Significant methods and assumptions were as follows:

Actuarial Valuation Date	December 31, 2021
Actuarial Cost Method	Individual Entry-Age, Normal
Inflation Rate	2.50%
Salary Increases	3.50% to 11.50%, including inflation
Demographic Assumptions	Based on the experience study covering the four-year period ending December 31, 2018 as conducted for the Texas Municipal Retirement System (TMRS).
Mortality	For healthy retirees, the gender-distinct 2019 Municipal Retirees of Texas mortality tables are used. The rates are projected on a fully generational basis using the ultimate mortality improvement rates in the MP tables published through 2019 to account for future mortality improvements.
Health care cost trend rates	Initial rate of 6.75% declining to an ultimate rate of 4.15% after 12 years.
Participation rates	It was assumed that no employees retiring before age 50 and 40% of employees retiring at age 50 or older would choose to receive retiree health care benefits through the City.
Discount rate	The discount rate changed from 2.00% as of December 31, 2020 to 1.84% as of December 31, 2021. Additionally, the methodology for determining service cost was updated to accrue the benefit over each employee's service with the City.

Projections of health benefits are based on the plan as understood by the City and include the types of benefits in force at the valuation date and the pattern of sharing benefit costs between the City and its employees to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

A Single Discount Rate of 1.84% was used to measure the total OPEB liability. This Single Discount Rate was based on the municipal bond rates as of the measurement date. The source of the municipal bond rate was Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2021.

Changes in the Total OPEB Liability

The City's total OPEB liability of \$3,779,797 was measured as of December 31, 2021 and was determined by an actuarial valuation as of December 31, 2020. Rollforward procedures were used to update the total OPEB liability to the current measurement date.

	Total OPEB Liability
Balance at 12/31/2020	\$ 3,950,843
Changes for the year:	
Service cost	205,610
Interest	81,260
Changes of assumptions	(169,580)
Difference between expected and actual experience	(307,074)
Benefit payments	18,738
Net changes	(171,046)
Balance at 12/31/2021	\$ 3,779,797

Changes in assumptions and other inputs reflect a change in the discount rate from 2.00% to 1.84%.

Discount Rate Sensitivity Analysis

The following schedule shows the impact of the total OPEB liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (1.84%) in measuring the total OPEB liability.

	<u>1% Decrease in Discount Rate (0.84%)</u>	<u>Discount Rate (1.84%)</u>	<u>1% Increase in Discount Rate (2.84%)</u>
City's Total OPEB liability	\$ 4,141,602	\$ 3,779,797	\$ 3,446,170

Healthcare Cost Trend Rate Sensitivity Analysis

The following schedule shows the impact of the total OPEB liability if the Healthcare Cost Trend Rate used was 1% less than and 1% greater than what was used in measuring the total OPEB liability.

	<u>1% Decrease</u>	<u>Current Healthcare Cost Trend Rate Assumption</u>	<u>1% Increase</u>
City's Total OPEB liability	\$ 3,340,215	\$ 3,779,797	\$ 4,301,455

OPEB Expense and Deferred Outflows of Resources Related to OPEB

For the year ended September 30, 2022, the City recognized OPEB expense of \$300,892. At September 30, 2022, the City reported deferred outflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual economic experience	\$ 210,872	\$ 483,482
Changes in actuarial assumptions	464,639	211,119
Contributions subsequent to the measurement date	<u>63,602</u>	<u>-</u>
Totals	\$ <u>739,113</u>	\$ <u>694,601</u>

\$63,602 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date are due to benefit payments the City paid with own assets and will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2023. Other amounts of the reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>For the Year Ended September 30,</u>	<u>OPEB Expense Amount</u>
2023	\$ 14,023
2024	14,023
2025	14,023
2026	10,925
2027	3,655
Thereafter	(75,739)

10. COMMITMENTS AND CONTINGENCIES

A. Contingencies

The City participates in grant programs which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the City has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable may be impaired. In the opinion of the City, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for such contingencies.

B. Contingent Liabilities

The City has been named as a defendant or co-defendant in a number of legal actions. While the outcome of these cases is not known at this time, City management believes that any awards to insured parties which must be paid in excess of amounts covered by insurance will not be material to the financial position of the City.

11. CLOSURE AND POSTCLOSURE CARE COST

State and federal laws and regulations require the City to place a final cover on its landfill site when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for thirty years after closure. Although closure and postclosure care costs will be paid only near or after the date that the landfill stops accepting waste, the City reports these closure and postclosure care costs as an operating expense in each period based on landfill acreage subject to closure as of each balance sheet date. The \$5,034,369 reported as landfill closure and postclosure care liability at September 30, 2022, represents the amount calculated as of fiscal year end based on 158.37 acres of landfill area currently subject to closure. These amounts are based on what it would cost to perform all closure and postclosure care in 2022. The actual date of closure is currently unknown. Actual costs may be higher at the closure date due to inflation, changes in technology, or changes in regulations.

The City is required by state and federal laws and regulations to make annual contributions to a restricted bank account to finance closure and postclosure care. The City is in compliance with these requirements, and, at September 30, 2022, a cash balance of \$9,949,848 is held for these purposes. These are reported as restricted assets on the balance sheet. The City expects that future inflations costs will be paid from interest earning on these annual contributions. However, if interest earnings are inadequate or additional postclosure care requirements are determined (due to changes in technology or applicable laws or regulations, for example), these costs may need to be covered by charges to future landfill users or from future tax revenue.

12. TAX ABATEMENTS

The City enters into economic development agreements designed to promote development and redevelopment within the City, stimulate commercial activity, generate additional sales tax and enhance the property tax base and economic vitality of the City. This program reduces the assessed property values and refunds sales tax as authorized under Chapter 380 of the Texas Local Government Code.

The City has entered into various agreements that reduce hotel/motel sales taxes. The agreements for hotel/motel sales tax provide rebates of up to 100% for 10 years. Each agreement requires a developer commitment of \$250,000 to \$10 million in improvements and minimum employment requirements. For fiscal year 2022, the City abated hotel/motel sales taxes of \$152,897.

13. NEW ACCOUNTING STANDARDS

Significant new accounting standards issued by the Governmental Accounting Standards Board (GASB) not yet implemented by the City include the following:

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* – The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. GASB 94 will be implemented in fiscal year 2023 and the impact has not yet been determined.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* – This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset-an intangible asset-and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. GASB 96 will be implemented in fiscal year 2023 and the impact has not yet been determined.

GASB Statement No. 101, *Compensated Absences* - The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will become effective for reporting periods beginning after December 15, 2023, and the impact has not yet been determined.

**REQUIRED
SUPPLEMENTARY INFORMATION**

CITY OF NACOGDOCHES, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET (GAAP BASIS) AND ACTUAL
GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenue:				
Taxes:				
Property taxes	\$ 9,851,036	\$ 9,851,036	\$ 9,971,815	\$ 120,779
General sales taxes	7,000,000	8,275,000	8,346,355	71,355
Franchise taxes	2,340,000	2,340,000	2,365,765	25,765
Mixed beverage taxes	105,000	105,000	116,093	11,093
Licenses and permits	207,500	207,500	217,669	10,169
Fines and forfeitures	429,750	429,750	401,837	(27,913)
Charges for services	327,360	327,360	372,941	45,581
Penalties on tax collections	142,000	142,000	189,000	47,000
Investments earnings	15,000	134,000	145,753	11,753
Intergovernmental	1,012,477	1,726,024	1,899,986	173,962
Contributions	32,000	44,784	58,403	13,619
Miscellaneous	125,492	125,492	121,446	(4,046)
Total revenues	<u>21,587,615</u>	<u>23,707,946</u>	<u>24,207,063</u>	<u>499,117</u>
Expenditures:				
General government:				
City Council	26,250	26,250	23,612	2,638
City Manager	305,494	305,494	301,269	4,225
Municipal Court	298,929	298,929	282,341	16,588
City Secretary/Grant Administrator	136,489	136,489	129,597	6,892
Finance	656,901	704,596	670,235	34,361
Information Technology	494,934	499,929	447,665	52,264
Human Resources	373,426	391,426	383,218	8,208
Legal	278,971	278,971	273,252	5,719
Planning and Zoning	242,830	285,330	278,697	6,633
Code enforcement	252,785	252,785	277,177	(24,392)
Building Maintenance	374,126	374,126	363,544	10,582
Vehicle Maintenance	307,106	319,706	307,980	11,726
Economic Development	262,024	262,024	236,268	25,756
Non-Departmental	1,577,844	2,046,280	1,917,296	128,984
Restricted	20,200	20,200	11,218	8,982
Total General Government	<u>5,608,309</u>	<u>6,202,535</u>	<u>5,903,369</u>	<u>299,166</u>
Public Safety:				
Police Department	8,655,632	8,890,480	8,673,359	217,121
Fire Protection	6,439,602	7,704,858	7,441,470	263,388
Inspection	234,624	234,624	137,730	96,894
Animal Control	554,565	564,565	551,324	13,241
Total Public Safety	<u>15,884,423</u>	<u>17,394,527</u>	<u>16,803,883</u>	<u>590,644</u>
Highways and Streets:				
Public Works	130,152	132,152	131,906	246
Street Maintenance	1,278,872	1,440,872	978,829	462,043
Engineering	585,794	604,794	597,809	6,985
Total Highways and Streets	<u>\$ 1,994,818</u>	<u>\$ 2,177,818</u>	<u>\$ 1,708,544</u>	<u>\$ 469,274</u>

CITY OF NACOGDOCHES, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET (GAAP BASIS) AND ACTUAL
GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Culture and Recreation:				
Historic Sites	\$ 350,136	\$ 350,136	\$ 241,706	\$ 108,430
Library	609,231	599,231	570,979	28,252
Recreation	662,550	662,550	624,064	38,486
Parks	1,383,122	1,443,122	1,398,012	45,110
Conventions and Tourism	366,609	366,609	312,681	53,928
Total Cultural and Recreation	<u>3,371,648</u>	<u>3,421,648</u>	<u>3,147,442</u>	<u>274,206</u>
Capital Outlay	<u>2,095,200</u>	<u>6,434,114</u>	<u>1,781,553</u>	<u>4,652,561</u>
Total Expenditures	<u>28,954,398</u>	<u>35,630,642</u>	<u>29,344,791</u>	<u>6,285,851</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(7,366,783)</u>	<u>(11,922,696)</u>	<u>(5,137,728)</u>	<u>6,784,968</u>
Other Financing Sources (Uses):				
Insurance recoveries	-	-	84,707	84,707
Transfers in	5,846,925	6,431,801	5,846,925	(584,876)
Transfers out	<u>(260,000)</u>	<u>(260,000)</u>	<u>(242,859)</u>	<u>17,141</u>
Total other financing sources (uses)	<u>5,586,925</u>	<u>6,171,801</u>	<u>5,688,773</u>	<u>(483,028)</u>
Net Change in Fund Balances	<u>(1,779,858)</u>	<u>(5,750,895)</u>	551,045	6,301,940
Fund Balances - Beginning	<u>16,221,404</u>	<u>16,221,404</u>	<u>16,221,404</u>	<u>-</u>
Fund Balances - Ending	\$ <u>14,441,546</u>	\$ <u>10,470,509</u>	\$ <u>16,772,449</u>	\$ <u>6,301,940</u>

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CITY OF NACOGDOCHES, TEXAS

SPECIAL GRANTS FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Budget</u>	<u>Actual</u>	Variance Positive (Negative)
Revenues:			
Investment earnings	\$ 25	\$ 22,229	\$ 22,204
Intergovernmental	257,500	18,800	(238,700)
Contributions	<u>232,000</u>	<u>320,221</u>	<u>88,221</u>
Total revenues	<u>489,525</u>	<u>361,250</u>	<u>(128,275)</u>
Expenditures:			
Public Safety:			
Police Department	2,500	997	1,503
Fire Department	<u>-</u>	<u>4,412</u>	<u>(4,412)</u>
Total Public Safety	<u>2,500</u>	<u>5,409</u>	<u>(2,909)</u>
Culture and Recreation:			
Library	37,000	35,919	1,081
Historic sites	-	18,057	(18,057)
Parks	<u>793,713</u>	<u>20,131</u>	<u>773,582</u>
Total Culture and Recreation	<u>830,713</u>	<u>74,107</u>	<u>756,606</u>
Capital Outlay	<u>-</u>	<u>42,150</u>	<u>(42,150)</u>
Total Expenditures	<u>833,213</u>	<u>121,666</u>	<u>711,547</u>
Net Change in Fund Balances	(343,688)	239,584	583,272
Fund Balances - Beginning	<u>361,980</u>	<u>361,980</u>	<u>-</u>
Fund Balances - Ending	\$ <u>18,292</u>	\$ <u>601,564</u>	\$ <u>583,272</u>

CITY OF NACOGDOCHES, TEXAS

**SCHEDULE OF CHANGES IN NET PENSION LIABILITY
AND RELATED RATIOS**

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Measurement Date December 31,	2014	2015
A. Total pension liability		
Service Cost	\$ 2,141,720	\$ 2,181,556
Interest (on the Total Pension Liability)	5,807,224	6,016,205
Difference between expected and actual experience	(801,914)	(424,909)
Changes of assumptions	-	1,247,098
Benefit payments, including refunds of employee contributions	(4,026,670)	(4,336,316)
Net change in total pension liability	3,120,360	4,683,634
Total pension liability - beginning	<u>83,902,812</u>	<u>87,023,172</u>
Total pension liability - ending (a)	<u>87,023,172</u>	<u>91,706,806</u>
B. Plan fiduciary net position		
Contributions - Employer	2,232,084	2,234,397
Contributions - Employee	1,037,405	1,038,836
Net Investment Income	4,129,641	111,430
Benefit payments, including refunds of employee contributions	(4,026,670)	(4,336,316)
Administrative Expenses	(43,118)	(67,873)
Other	(3,545)	(3,352)
Net change in plan fiduciary net position	3,325,797	(1,022,878)
Plan fiduciary net position - beginning	<u>72,192,504</u>	<u>75,518,301</u>
Plan fiduciary net position - ending (b)	<u>75,518,301</u>	<u>74,495,423</u>
C. Net pension liability - ending (a) - (b)	<u>\$ 11,504,871</u>	<u>\$ 17,211,383</u>
D. Plan fiduciary net position as a percentage of total pension liability	86.78%	81.23%
E. Covered payroll	\$ 14,807,220	\$ 14,840,520
F. Net pension liability as a percentage of covered payroll	77.70%	115.98%

Note: This schedule is required to have 10 years of information, but the information prior to 2014 is not available.

2016	2017	2018	2019	2020	2021
\$ 2,326,673	\$ 2,377,386	\$ 2,551,847	\$ 2,558,176	\$ 2,722,527	\$ 2,770,007
6,126,265	6,360,472	6,676,870	6,971,668	7,225,704	7,528,632
(508,839)	647,737	34,859	(427,405)	547,511	641,921
-	-	-	229,523	-	-
(4,221,317)	(4,778,122)	(4,792,774)	(5,005,967)	(6,295,316)	(5,767,990)
3,722,782	4,607,473	4,470,802	4,325,995	4,200,426	5,172,570
<u>91,706,806</u>	<u>95,429,588</u>	<u>100,037,061</u>	<u>104,507,863</u>	<u>108,833,858</u>	<u>113,034,284</u>
<u>95,429,588</u>	<u>100,037,061</u>	<u>104,507,863</u>	<u>108,833,858</u>	<u>113,034,284</u>	<u>118,206,854</u>
2,276,718	2,347,677	4,465,374	2,504,811	2,633,120	2,654,442
1,059,643	1,098,208	1,163,709	1,168,060	1,227,888	1,244,547
5,033,454	10,888,177	(2,637,128)	13,326,741	7,446,538	13,434,579
(4,221,317)	(4,778,122)	(4,792,774)	(5,005,967)	(6,295,316)	(5,767,990)
(56,859)	(56,444)	(50,992)	(75,345)	(48,217)	(62,207)
(3,063)	(2,862)	22,850	(2,263)	(1,880)	426
4,088,576	9,496,634	(1,828,961)	11,916,037	4,962,133	11,503,797
<u>74,495,423</u>	<u>78,583,999</u>	<u>88,080,633</u>	<u>86,251,672</u>	<u>98,167,709</u>	<u>103,129,842</u>
<u>78,583,999</u>	<u>88,080,633</u>	<u>86,251,672</u>	<u>98,167,709</u>	<u>103,129,842</u>	<u>114,633,639</u>
\$ <u>16,845,589</u>	\$ <u>11,956,428</u>	\$ <u>18,256,191</u>	\$ <u>10,666,149</u>	\$ <u>9,904,442</u>	\$ <u>3,573,215</u>
82.35%	88.05%	82.53%	90.20%	91.24%	96.98%
\$ 15,137,756	\$ 15,477,773	\$ 16,624,411	\$ 16,675,505	\$ 17,530,755	\$ 17,779,247
111.28%	77.25%	109.82%	63.96%	56.50%	20.10%

CITY OF NACOGDOCHES, TEXAS

SCHEDULE OF PENSION CONTRIBUTIONS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Fiscal Year ended September 30,	2014	2015	2016
Actuarial determined contribution	\$ <u>2,253,284</u>	\$ <u>2,212,042</u>	\$ <u>2,367,346</u>
Contributions in relation to the actuarially determined contribution	\$ <u>2,253,284</u>	\$ <u>2,212,042</u>	\$ <u>2,367,346</u>
Contribution deficiency (excess)	-	-	-
Covered payroll	14,891,202	14,807,220	15,737,577
Contributions as a percentage of covered payroll	15.13%	14.94%	15.04%

NOTES TO SCHEDULE OF CONTRIBUTIONS

Valuation Date:

Notes Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	24 years
Asset Valuation Method	10 Year smoothed fair value; 12% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 11.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information:

There were no benefit changes during the year.

Note: This schedule is required to have 10 years of information, but the information prior to 2014 is not available.

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
\$ <u>2,338,917</u>	\$ <u>2,434,502</u>	\$ <u>2,450,531</u>	\$ <u>2,499,804</u>	\$ <u>2,681,203</u>	\$ <u>2,729,762</u>
\$ <u>2,338,917</u>	\$ <u>2,434,502</u>	\$ <u>4,486,676</u>	\$ <u>2,499,804</u>	\$ <u>2,681,203</u>	\$ <u>2,729,762</u>
-	-	(2,036,145)	-	-	-
15,137,756	16,398,754	16,876,057	16,650,069	17,622,882	18,864,898
15.45%	14.85%	26.59%	15.01%	15.21%	14.47%

CITY OF NACOGDOCHES, TEXAS

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM - SUPPLEMENTAL DEATH BENEFITS FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Plan Year ended December 31,	2017	2018	2019
A. Total OPEB liability			
Service Cost	\$ 29,408	\$ 38,236	\$ 31,685
Interest (on the Total OPEB Liability)	36,185	36,562	39,913
Difference between expected and actual experience	-	(14,028)	(29,869)
Changes of assumptions	86,187	(76,296)	198,957
Benefit payments, including refunds of employee contributions	(7,739)	(9,975)	(10,006)
Net change in Total OPEB liability	144,041	(25,501)	230,680
Total OPEB liability - beginning	<u>946,435</u>	<u>1,090,476</u>	<u>1,064,975</u>
Total OPEB liability - ending (a)	<u>1,090,476</u>	<u>1,064,975</u>	<u>1,295,655</u>
B. Covered - employee payroll	\$ 15,477,773	\$ 16,624,411	\$ 16,675,505
C. Total OPEB liability as a percentage of covered - employee payroll	7.05%	6.41%	7.77%

Note: This schedule is required to have 10 years of information, but the information prior to 2017 is not available.

Note: No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

Note: Changes in assumptions reflect annual change in the discount rate.

<u>2020</u>	<u>2021</u>
\$ 47,333	\$ 58,672
36,137	31,044
(28,828)	(20,774)
199,986	49,023
(10,518)	(33,781)
244,110	84,184
<u>1,295,655</u>	<u>1,539,765</u>
<u>1,539,765</u>	<u>1,623,949</u>
\$ 17,530,755	\$ 17,774,720
8.78%	9.14%

CITY OF NACOGDOCHES, TEXAS

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS
RETIREE HEALTHCARE BENEFIT PLAN
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Measurement Date December 31,	2017	2018	2019
A. Total OPEB liability			
Service Cost	\$ 103,294	\$ 118,099	\$ 111,709
Interest (on the Total OPEB Liability)	97,834	95,856	105,257
Changes of assumptions	135,665	(111,475)	299,321
Difference between expected and actual experience	-	(109,737)	319,127
Benefit payments, including refunds of employee contributions	(45,201)	13,067	(109,791)
Net change in Total OPEB liability	291,592	5,810	725,623
Total OPEB liability - beginning	<u>2,538,768</u>	<u>2,830,360</u>	<u>2,836,170</u>
Total OPEB liability - ending (a)	<u>2,830,360</u>	<u>2,836,170</u>	<u>3,561,793</u>
B. Covered-employee payroll	\$ 15,520,715	\$ 16,624,407	\$ 16,676,505
C. Total OPEB liability as a percentage of covered-employee payroll	18.24%	17.06%	21.36%

Note: This schedule is required to have 10 years of information, but the information prior to 2017 is not available.

Note: No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

Note: FYE20 - The demographic assumptions were updated to reflect the 2019 TMRS Experience Study and the health care trend rates were updated to better reflect the plan's anticipated experience.

Changes of assumptions reflect the changes in the discount rate each period.
The following are the discount rates used in each period:

<u>FYE</u>	<u>Discount Rate</u>
2022	1.84%
2021	2.00%
2020	2.75%
2019	3.71%
2018	3.31%
2017	3.81%

<u>2020</u>	<u>2021</u>
\$ 163,097	\$ 205,610
100,911	81,260
266,548	(169,580)
(193,800)	(307,074)
<u>52,294</u>	<u>18,738</u>
389,050	(171,046)
<u>3,561,793</u>	<u>3,950,843</u>
<u>3,950,843</u>	<u>3,779,797</u>
\$ 17,530,755	\$ 17,779,252
22.54%	21.26%

CITY OF NACOGDOCHES, TEXAS

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2022

BUDGETS AND BUDGETARY ACCOUNTING

Budgetary Policy

Annual appropriated budgets are adopted for the General, Special Revenue, and Debt Service Funds on a basis consistent with generally accepted accounting principles. All annual appropriations lapse at fiscal year-end. Budgets for the Capital Projects Fund have not been presented as that fund is budgeted over the life of the project and not on an annual basis. Accordingly, formal budgetary integration of this fund is not employed and comparison of actual results of operations to budgetary data for this fund is not presented.

Expenditures may not legally exceed budgeted appropriations at the department level. Expenditure requests, which would require an increase in total budgeted appropriations, must be approved by City Council through a formal budget amendment. At any time in the fiscal year, the Council may make emergency appropriations to meet a pressing need for public expenditure in order to protect the public health, safety, or welfare. The Council has the power to transfer any unencumbered funds allocated by the budget from one activity, function, or department, to another activity, function, or department, to re-estimate revenues and expenditures, and to amend the budget.

Management has the authority to transfer available funds allocated by the budget from one function or activity to another function or activity within the same department.

In cooperation with the department heads of the City, the City Manager and Director of Finance prepare an annual budget for the General, Special Revenue, and Debt Service Funds for the ensuing fiscal year, in a form and style as deemed desirable by Council. The budget, as adopted, must set forth the appropriations for services, functions, and activities of the various City departments and agencies, and shall meet all fund requirements provided by law and required by applicable bond covenants.

Excess of Expenditures over Appropriations

Expenditures exceeded appropriations in the Code Enforcement department of the General Fund by \$24,392, and in the Fire and Historic Sites Departments of the Special Grants Fund by \$4,412 and \$18,057, respectively. These overages were funded by excess appropriations at the fund level. Expenditures also exceeded appropriations in the Forfeiture and Debt Service Funds by \$93,491 and \$6,063, respectively; these overages were funded with excess appropriations and existing fund balance.

**COMBINING AND INDIVIDUAL
STATEMENTS AND SCHEDULES**

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for revenues that are restricted in nature for a special purpose limited by state law and management intentions for expenditures.

Economic Development Fund – is used to account for economic development loans from the Revolving Loan Program.

Forfeiture Fund – is used to account for seized cash and property, which is designated for law enforcement.

Special Airport Fund – is used to account for grants that pertain to the City airport.

Historical Fund – is used to account for historical grants given by the City for Historical restoration

Hotel & Motel Fund – is used to account for the hotel and motel tax revenues that are restricted for enhancement and promotion of tourism of the City.

Public Safety Fund – is used to account for training expenditures for public safety personnel funded from the State LEOSE program.

Mayor's Committee on Disabilities Fund – is used to account for revenue and expenditures for the mayor's committee on disabilities.

DEBT SERVICE FUND

Debt Service Fund – is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs.

CAPITAL PROJECTS FUND

Capital Projects Fund – is used to account for the acquisition and construction of capital facilities other than those financed by proprietary funds.

INTERNAL SERVICE FUNDS

Equipment Replacement Fund – is used to account for the rental of equipment and motor vehicles to other departments, and the purchase of new equipment and related costs.

Health Insurance Fund – is used to account for employer contributions, employee premiums, and the cost of health expenditures for employees, retirees and dependents.

CITY OF NACOGDOCHES, TEXAS

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2022

	Special Revenue			
	Economic Development Fund	Special Airport Fund	Forfeiture Fund	Historical Fund
ASSETS				
Cash and cash equivalents	\$ 1,150,776	\$ 40,452	\$ -	\$ 83,576
Property taxes receivable	-	-	-	-
Customers accounts receivable	-	-	-	-
Advances for economic development	91,641	-	-	-
Due from other governments	-	39,707	-	-
Restricted cash	93	200,000	526,133	11
Total assets	<u>1,242,510</u>	<u>280,159</u>	<u>526,133</u>	<u>83,587</u>
LIABILITIES				
Accounts payable	-	-	-	-
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - taxes	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES				
Restricted:				
Retirement of long-term debt	-	-	-	-
Court appointed balances	-	-	526,132	-
Promotion of tourism	-	-	-	83,587
Economic development	1,242,511	-	-	-
Capital projects	-	-	-	-
Committed:				
Health and welfare	-	-	-	-
Airport	-	280,159	-	-
Total Fund Balances	<u>1,242,511</u>	<u>280,159</u>	<u>526,132</u>	<u>83,587</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 1,242,511</u>	<u>\$ 280,159</u>	<u>\$ 526,132</u>	<u>\$ 83,587</u>

Special Revenue					
Hotel and Motel Fund	Public Safety Fund	Mayor's Committee on Disabilities	Debt Service Fund	Capital Projects Fund	Total Nonmajor Governmental Funds
\$ 351,019	\$ -	\$ -	\$ 270,970	\$ -	\$ 1,896,793
-	-	-	51,299	-	51,299
33,757	-	-	-	57,594	91,351
-	-	-	-	-	91,641
-	-	-	-	-	39,707
<u>728,442</u>	<u>16,608</u>	<u>4,126</u>	<u>7,187</u>	<u>1,740,056</u>	<u>3,222,656</u>
<u>1,113,218</u>	<u>16,608</u>	<u>4,126</u>	<u>329,456</u>	<u>1,797,650</u>	<u>5,393,447</u>
68,523	-	-	-	8	68,531
<u>68,523</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8</u>	<u>68,531</u>
-	-	-	49,014	-	49,014
<u>-</u>	<u>-</u>	<u>-</u>	<u>49,014</u>	<u>-</u>	<u>49,014</u>
-	-	-	280,443	-	280,443
-	16,607	-	-	-	542,739
1,044,695	-	-	-	-	1,128,282
-	-	-	-	-	1,242,511
-	-	-	-	1,797,642	1,797,642
-	-	4,126	-	-	4,126
-	-	-	-	-	280,159
<u>1,044,695</u>	<u>16,607</u>	<u>4,126</u>	<u>280,443</u>	<u>1,797,642</u>	<u>5,275,902</u>
\$ <u>1,113,218</u>	\$ <u>16,607</u>	\$ <u>4,126</u>	\$ <u>329,457</u>	\$ <u>1,797,650</u>	\$ <u>5,393,447</u>

CITY OF NACOGDOCHES, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Special Revenue Funds			
	Economic Development Fund	Special Airport Fund	Forfeiture Fund	Historical Fund
REVENUES				
Taxes:				
Hotel/motel occupancy taxes	\$ -	\$ -	\$ -	\$ -
Property taxes	-	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	93,519	-
Investment earnings	9,594	1,679	4,301	612
Intergovernmental	-	39,707	-	-
Contributions	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	<u>9,594</u>	<u>41,386</u>	<u>97,820</u>	<u>612</u>
EXPENDITURES				
Current:				
General government	25,959	86,742	-	-
Public safety	-	-	76,324	-
Highways and streets	-	-	-	-
Community development	-	-	-	23,405
Debt service:				
Principal	-	-	-	-
Interest	-	-	-	-
Capital outlay	-	-	77,487	-
Total expenditures	<u>25,959</u>	<u>86,742</u>	<u>153,811</u>	<u>23,405</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(16,365)	(45,356)	(55,991)	(22,793)
OTHER FINANCING SOURCES/(USES)				
Transfers in	250,000	42,816	-	25,000
Transfers out	(187,250)	-	-	-
Total other financing sources (uses)	<u>62,750</u>	<u>42,816</u>	<u>-</u>	<u>25,000</u>
Net Change in Fund Balances	46,385	(2,540)	(55,991)	2,207
Fund Balances - Beginning	<u>1,196,126</u>	<u>282,699</u>	<u>582,123</u>	<u>81,380</u>
Fund Balances - Ending	<u>\$ 1,242,511</u>	<u>\$ 280,159</u>	<u>\$ 526,132</u>	<u>\$ 83,587</u>

Special Revenue Funds					
Hotel and Motel Fund	Public Safety Fund	Mayor's Committee on Disabilities	Debt Service Fund	Capital Projects Fund	Total Nonmajor Governmental Funds
\$ 864,318	\$ -	\$ -	\$ -	\$ -	\$ 864,318
-	-	-	1,542,796	-	1,542,796
-	-	-	-	761,408	761,408
-	-	-	-	-	93,519
9,203	25	9	8,057	15,972	49,452
-	3,121	-	-	-	42,828
30,100	-	-	-	-	30,100
-	-	300	-	-	300
<u>903,621</u>	<u>3,146</u>	<u>309</u>	<u>1,550,853</u>	<u>777,380</u>	<u>3,384,721</u>
-	-	-	-	-	112,701
-	2,800	-	-	-	79,124
-	-	-	-	832,817	832,817
1,344,898	-	2,075	-	-	1,370,378
-	-	-	1,522,000	-	1,522,000
-	-	-	23,759	-	23,759
-	-	-	-	-	77,487
<u>1,344,898</u>	<u>2,800</u>	<u>2,075</u>	<u>1,545,759</u>	<u>832,817</u>	<u>4,018,266</u>
(441,277)	346	(1,766)	5,094	(55,437)	(633,545)
-	-	-	-	137,250	455,066
(25,000)	-	-	-	-	(212,250)
(25,000)	-	-	-	137,250	242,816
(466,277)	346	(1,766)	5,094	81,813	(390,729)
<u>1,510,972</u>	<u>16,261</u>	<u>5,892</u>	<u>275,349</u>	<u>1,715,829</u>	<u>5,666,631</u>
\$ <u>1,044,695</u>	\$ <u>16,607</u>	\$ <u>4,126</u>	\$ <u>280,443</u>	\$ <u>1,797,642</u>	\$ <u>5,275,902</u>

CITY OF NACOGDOCHES, TEXAS**ECONOMIC DEVELOPMENT FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE**

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
Revenues:			
Investment earnings	\$ <u>37,373</u>	\$ <u>9,594</u>	\$ (<u>27,779</u>)
Total revenues	<u>37,373</u>	<u>9,594</u>	(<u>27,779</u>)
Expenditures:			
General government	<u>25,959</u>	<u>25,959</u>	<u>-</u>
Total expenditures	<u>25,959</u>	<u>25,959</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>11,414</u>	(<u>16,365</u>)	(<u>27,779</u>)
Other Financing Sources (Uses):			
Transfers in	250,000	250,000	-
Transfers out	(<u>772,124</u>)	(<u>187,250</u>)	<u>584,874</u>
Total other financing sources (uses)	(<u>522,124</u>)	<u>62,750</u>	<u>584,874</u>
Net Change in Fund Balances	(<u>510,710</u>)	46,385	557,095
Fund Balances - Beginning	<u>1,196,126</u>	<u>1,196,126</u>	<u>-</u>
Fund Balances - Ending	\$ <u>685,416</u>	\$ <u>1,242,511</u>	\$ <u>557,095</u>

CITY OF NACOGDOCHES, TEXAS

SPECIAL AIRPORT FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Budget</u>	<u>Actual</u>	Variance Positive (Negative)
Revenues:			
Investment earnings	\$ 150	\$ 1,679	\$ 1,529
Intergovernmental	<u>50,000</u>	<u>39,707</u>	<u>(10,293)</u>
Total revenues	<u>50,150</u>	<u>41,386</u>	<u>(8,764)</u>
Expenditures:			
General government:			
Airport	<u>100,000</u>	<u>86,742</u>	<u>13,258</u>
Total Expenditures	<u>100,000</u>	<u>86,742</u>	<u>13,258</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(49,850)	(45,356)	4,494
Other Financing Sources (Uses):			
Transfers in	<u>50,000</u>	<u>42,816</u>	<u>(7,184)</u>
Total other financing sources (uses)	<u>50,000</u>	<u>42,816</u>	<u>(7,184)</u>
Net Change in Fund Balances	150	(2,540)	(2,690)
Fund Balances - Beginning	<u>282,699</u>	<u>282,699</u>	<u>-</u>
Fund Balances - Ending	\$ <u>282,849</u>	\$ <u>280,159</u>	\$ <u>(2,690)</u>

CITY OF NACOGDOCHES, TEXAS**FORFEITURE FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE**

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
Revenues:			
Fines and forfeitures	\$ 60,000	\$ 93,519	\$ 33,519
Investment earnings	320	4,301	3,981
Total revenues	<u>60,320</u>	<u>97,820</u>	<u>37,500</u>
Expenditures:			
Public safety	60,320	76,324	(16,004)
Capital outlay	-	77,487	(77,487)
Total expenditures	<u>60,320</u>	<u>153,811</u>	<u>(93,491)</u>
Net Change in Fund Balances	-	(55,991)	(55,991)
Fund Balances - Beginning	<u>582,123</u>	<u>582,123</u>	<u>-</u>
Fund Balances - Ending	\$ <u>582,123</u>	\$ <u>526,132</u>	\$ <u>(55,991)</u>

CITY OF NACOGDOCHES, TEXAS

HISTORICAL FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Investment earnings	\$ 50	\$ 612	\$ 562
Total revenues	<u>50</u>	<u>612</u>	<u>562</u>
Expenditures:			
Community Development	<u>75,078</u>	<u>23,405</u>	<u>51,673</u>
Total Expenditures	<u>75,078</u>	<u>23,405</u>	<u>51,673</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(75,028)	(22,793)	<u>52,235</u>
Other Financing Sources (Uses):			
Transfers in	<u>25,000</u>	<u>25,000</u>	<u>-</u>
Total other financing sources (uses)	<u>25,000</u>	<u>25,000</u>	<u>-</u>
Net Change in Fund Balances	(50,028)	2,207	52,235
Fund Balance- Beginning	<u>81,380</u>	<u>81,380</u>	<u>-</u>
Fund Balance- Ending	\$ <u>31,352</u>	\$ <u>83,587</u>	\$ <u>52,235</u>

CITY OF NACOGDOCHES, TEXAS

HOTEL AND MOTEL FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Budget</u>	<u>Actual</u>	Variance Positive (Negative)
Revenues:			
Taxes:			
Hotel/motel occupancy taxes	\$ 725,000	\$ 864,318	\$ 139,318
Investment earning	500	9,203	8,703
Contributions	<u>30,000</u>	<u>30,100</u>	<u>100</u>
Total revenues	<u>755,500</u>	<u>903,621</u>	<u>148,121</u>
Expenditures:			
Community development	<u>1,825,319</u>	<u>1,344,898</u>	<u>480,421</u>
Total Expenditures	<u>1,825,319</u>	<u>1,344,898</u>	<u>480,421</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,069,819)</u>	<u>(441,277)</u>	<u>628,542</u>
Other Financing Sources (Uses):			
Transfers out	<u>(25,000)</u>	<u>(25,000)</u>	<u>-</u>
Total other financing sources (uses)	<u>(25,000)</u>	<u>(25,000)</u>	<u>-</u>
Net Change in Fund Balances	<u>(1,094,819)</u>	<u>(466,277)</u>	<u>628,542</u>
Fund Balances - Beginning	<u>1,510,972</u>	<u>1,510,972</u>	<u>-</u>
Fund Balances - Ending	\$ <u>416,153</u>	\$ <u>1,044,695</u>	\$ <u>628,542</u>

CITY OF NACOGDOCHES, TEXAS

PUBLIC SAFETY FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Budget</u>	<u>Actual</u>	Variance Positive (Negative)
Revenues:			
Investment earnings	\$ 20	\$ 25	\$ 5
Intergovernmental	<u>4,700</u>	<u>3,121</u>	<u>(1,579)</u>
Total revenues	<u>4,720</u>	<u>3,146</u>	<u>(1,574)</u>
Expenditures:			
Public Safety:			
Police Department	5,000	2,800	2,200
Fire Protection	<u>1,000</u>	<u>-</u>	<u>1,000</u>
Total Expenditures	<u>6,000</u>	<u>2,800</u>	<u>3,200</u>
Net Change in Fund Balances	(1,280)	346	1,626
Fund Balances - Beginning	<u>16,261</u>	<u>16,261</u>	<u>-</u>
Fund Balances- Ending	\$ <u>14,981</u>	\$ <u>16,607</u>	\$ <u>1,626</u>

CITY OF NACOGDOCHES, TEXAS

MAYOR'S COMMITTEE ON DISABILITIES FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Budget</u>	<u>Actual</u>	Variance Positive (Negative)
Revenues:			
Investment earnings	\$ -	\$ 9	\$ 9
Miscellaneous	<u>-</u>	<u>300</u>	<u>300</u>
Total revenues	<u>-</u>	<u>309</u>	<u>309</u>
Expenditures:			
Community Development	<u>5,000</u>	<u>2,075</u>	<u>2,925</u>
Total Expenditures	<u>5,000</u>	<u>2,075</u>	<u>2,925</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(5,000)</u>	<u>(1,766)</u>	<u>3,234</u>
Other Financing Sources (Uses):			
Transfers in	<u>5,000</u>	<u>-</u>	<u>(5,000)</u>
Total other financing sources (uses)	<u>5,000</u>	<u>-</u>	<u>(5,000)</u>
Net Change in Fund Balances	-	(1,766)	3,234
Fund Balances - Beginning	<u>5,892</u>	<u>5,892</u>	<u>-</u>
Fund Balances - Ending	\$ <u>5,892</u>	\$ <u>4,126</u>	\$ <u>(1,766)</u>

CITY OF NACOGDOCHES, TEXAS

**DEBT SERVICE FUND
BUDGETARY COMPARISON SCHEDULE**

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
Revenues:			
Property taxes	\$ 1,539,696	\$ 1,542,796	\$ 3,100
Investment earnings	150	8,057	7,907
Total revenues	<u>1,539,846</u>	<u>1,550,853</u>	<u>11,007</u>
Expenditures:			
Debt Service:			
Principal	1,525,000	1,522,000	3,000
Interest	14,696	23,759	(9,063)
Total Expenditures	<u>1,539,696</u>	<u>1,545,759</u>	<u>(6,063)</u>
Net Change in Fund Balances	150	5,094	4,944
Fund Balances - Beginning	<u>275,349</u>	<u>275,349</u>	<u>-</u>
Fund Balances - Ending	\$ <u>275,499</u>	\$ <u>280,443</u>	\$ <u>4,944</u>

CITY OF NACOGDOCHES, TEXAS

COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS

SEPTEMBER 30, 2022

	<u>Equipment Replacement Fund</u>	<u>Health Insurance Fund</u>	<u>Total Internal Service Funds</u>
ASSETS			
Current Assets:			
Cash and cash equivalents	\$ 3,295,955	\$ 1,594,441	\$ 4,890,396
Total Current Assets	<u>3,295,955</u>	<u>1,594,441</u>	<u>4,890,396</u>
Noncurrent Assets:			
Capital Assets (net of accumulated depreciation):			
Machinery and equipment	5,859,261	-	5,859,261
Less accumulated depreciation	<u>(4,538,751)</u>	<u>-</u>	<u>(4,538,751)</u>
Total Capital Assets	<u>1,320,510</u>	<u>-</u>	<u>1,320,510</u>
Total Noncurrent Assets	<u>1,320,510</u>	<u>-</u>	<u>1,320,510</u>
 Total Assets	 <u>4,616,465</u>	 <u>1,594,441</u>	 <u>6,210,906</u>
LIABILITIES			
Current Liabilities:			
Accrued expenses	<u>-</u>	<u>45,356</u>	<u>45,356</u>
Total Current Liabilities	<u>-</u>	<u>45,356</u>	<u>45,356</u>
 Total Liabilities	 <u>-</u>	 <u>45,356</u>	 <u>45,356</u>
NET POSITION			
Net Investment in capital assets	1,320,510	-	1,320,510
Unrestricted	<u>3,295,955</u>	<u>1,549,085</u>	<u>4,845,040</u>
 Total Net Position	 <u>4,616,465</u>	 <u>1,549,085</u>	 <u>6,165,550</u>
 Total Liabilities and Net Position	 <u>\$ 4,616,465</u>	 <u>\$ 1,594,441</u>	 <u>\$ 6,210,906</u>

CITY OF NACOGDOCHES, TEXAS

STATEMENT OF REVENUES, EXPENSES AND CHANGES
IN FUND NET POSITION - INTERNAL SERVICE FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Equipment Replacement Fund	Health Insurance Fund	Total Internal Service Funds
OPERATING REVENUES			
Equipment rental	\$ 514,217	\$ -	\$ 514,217
Employer premiums	-	2,701,559	2,701,559
Employee premiums	-	641,840	641,840
Total charges for sales and services	<u>514,217</u>	<u>3,343,399</u>	<u>3,857,616</u>
Other:			
Miscellaneous revenue	<u>672</u>	<u>-</u>	<u>672</u>
Total Operating Revenues	<u>514,889</u>	<u>3,343,399</u>	<u>3,858,288</u>
OPERATING EXPENSES			
Contributions and premiums	-	3,553,750	3,553,750
Depreciation and amortization	<u>338,290</u>	<u>-</u>	<u>338,290</u>
Total Operating Expenses	<u>338,290</u>	<u>3,553,750</u>	<u>3,892,040</u>
Operating Income	<u>176,599</u>	<u>(210,351)</u>	<u>(33,752)</u>
NON-OPERATING REVENUES (EXPENSES)			
Interest revenue	29,887	9,383	39,270
Gain on sales of assets	105,591	-	105,591
Transfers in	<u>50,043</u>	<u>-</u>	<u>50,043</u>
Total Non-operating Revenues (Expenses)	<u>185,521</u>	<u>9,383</u>	<u>194,904</u>
Change in Net Position	362,120	(200,968)	161,152
Net Positon - Beginning	<u>4,254,345</u>	<u>1,750,053</u>	<u>6,004,398</u>
Net Positon - Ending	\$ <u>4,616,465</u>	\$ <u>1,549,085</u>	\$ <u>6,165,550</u>

CITY OF NACOGDOCHES, TEXAS

COMBINING STATEMENTS OF CASH FLOWS
INTERNAL SERVICE FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Equipment Replacement Fund	Health Insurance Fund	Total Internal Service Funds
Cash Flows from Operating Activities:			
Interfund charges for fleet management services	\$ 514,889	\$ -	\$ 514,889
Interfund charges for risk management services	-	3,343,399	3,343,399
Cash payments to suppliers for goods and services	-	(3,712,029)	(3,712,029)
Net Cash Provided (Used) by Operating Activities	<u>514,889</u>	<u>(368,630)</u>	<u>146,259</u>
Cash Flows from Noncapital Financing Activities:			
Transfer from other funds	<u>50,043</u>	-	<u>50,043</u>
Net Cash Provided by Noncapital Financing Activities	<u>50,043</u>	-	<u>50,043</u>
Cash Flows from Capital and Related Financing Activities:			
Acquisitions or construction of capital assets	(327,069)	-	(327,069)
Proceeds from the sale of capital assets	<u>105,591</u>	-	<u>105,591</u>
Net Cash Used for Capital and Related Financing Activities	<u>(221,478)</u>	-	<u>(221,478)</u>
Cash Flows from Investing Activities:			
Interest and dividends on investments	<u>29,887</u>	<u>9,383</u>	<u>39,270</u>
Net Cash Provided by Investing Activities	<u>29,887</u>	<u>9,383</u>	<u>39,270</u>
Net Increase (Decrease) in Cash and Cash Equivalents	373,341	(359,247)	14,094
Cash and Cash Equivalents at Beginning of Year	<u>2,922,614</u>	<u>1,953,688</u>	<u>4,876,302</u>
Cash and Cash Equivalents at End of Year	<u>3,295,955</u>	<u>1,594,441</u>	<u>4,890,396</u>
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:			
Operating Income (Loss)	176,599	(210,351)	(33,752)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Depreciation	338,290	-	338,290
Increase/(Decrease) in accrued expenses	-	(158,279)	(158,279)
Total Adjustments	<u>338,290</u>	<u>(158,279)</u>	<u>180,011</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 514,889</u>	<u>\$(368,630)</u>	<u>\$ 146,259</u>

STATISTICAL SECTION

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STATISTICAL SECTION

This part of the City of Nacogdoches' annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents	Page
Financial Trends These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	79 – 88
Revenue Capacity These schedules contain information to help the reader assess the City's most significant local revenue sources, the property tax.	89 – 97
Debt Capacity These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	98 – 102
Demographic and Economic Information These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	103 – 107
Operating Information These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report related to the services the City provides and the activities it performs.	108 – 111

CITY OF NACOGDOCHES, TEXAS

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year			
	2013	2014	2015	2016
Governmental activities:				
Net investment in				
capital assets	\$ 27,241,042	\$ 25,820,583	\$ 27,474,788	\$ 25,962,844
Restricted	4,241,128	5,709,616	4,703,439	3,574,895
Unrestricted	<u>10,349,319</u>	<u>9,315,464</u>	<u>2,687,583</u>	<u>5,258,364</u>
Total Governmental				
Activities Net Position	\$ <u>41,831,489</u>	\$ <u>40,845,663</u>	\$ <u>34,865,810</u>	\$ <u>34,796,103</u>
Business-type activities:				
Net investment in				
capital assets	\$ 43,734,371	\$ 45,389,352	\$ 54,371,566	\$ 58,587,200
Restricted	5,061,643	4,230,285	4,255,844	1,268,003
Unrestricted	<u>25,249,603</u>	<u>25,556,627</u>	<u>19,981,019</u>	<u>23,016,113</u>
Total Business-type				
Activities Net Position	\$ <u>74,045,617</u>	\$ <u>75,176,264</u>	\$ <u>78,608,429</u>	\$ <u>82,871,316</u>
Primary Government				
Net investment in				
capital assets	\$ 70,975,413	\$ 71,209,935	\$ 81,846,354	\$ 84,550,044
Restricted	9,302,771	9,939,901	8,959,283	4,842,898
Unrestricted	<u>35,598,922</u>	<u>34,872,091</u>	<u>22,668,602</u>	<u>28,274,477</u>
Total Primary				
Government Net Position	\$ <u>115,877,106</u>	\$ <u>116,021,927</u>	\$ <u>113,474,239</u>	\$ <u>117,667,419</u>

TABLE 1

Fiscal Year					
2017	2018	2019	2020	2021	2022
\$ 29,557,781	\$ 28,477,678	\$ 29,749,665	\$ 31,162,042	\$ 32,799,431	\$ 34,578,033
3,442,083	5,554,801	5,683,417	6,622,772	6,700,094	6,555,606
(449,309)	1,856,916	1,810,035	5,169,214	6,731,353	9,869,050
<u>\$ 32,550,555</u>	<u>\$ 35,889,395</u>	<u>\$ 37,243,117</u>	<u>\$ 42,954,028</u>	<u>\$ 46,230,878</u>	<u>\$ 51,002,689</u>
\$ 59,411,889	\$ 60,155,050	\$ 63,105,904	\$ 64,036,601	\$ 64,805,831	\$ 65,659,306
1,825,340	8,162,379	8,910,239	10,382,283	22,443,292	24,940,722
<u>88,370,977</u>	<u>25,963,172</u>	<u>29,238,879</u>	<u>32,116,911</u>	<u>24,489,742</u>	<u>28,984,932</u>
<u>\$ 149,608,206</u>	<u>\$ 94,280,601</u>	<u>\$ 101,255,022</u>	<u>\$ 106,535,795</u>	<u>\$ 111,738,865</u>	<u>\$ 119,584,960</u>
\$ 29,557,781	\$ 88,632,728	\$ 92,855,569	\$ 95,198,643	\$ 97,605,262	\$ 100,237,339
3,442,083	13,717,180	14,593,656	17,005,055	29,143,386	31,496,328
<u>87,921,668</u>	<u>27,820,088</u>	<u>31,048,914</u>	<u>37,286,125</u>	<u>31,221,095</u>	<u>38,853,982</u>
<u>\$ 120,921,532</u>	<u>\$ 130,169,996</u>	<u>\$ 138,498,139</u>	<u>\$ 149,489,823</u>	<u>\$ 157,969,743</u>	<u>\$ 170,587,649</u>

CITY OF NACOGDOCHES, TEXAS

CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year			
	2013	2014	2015	2016
EXPENSES				
Governmental Activities:				
General Government	\$ 4,558,649	\$ 4,635,539	\$ 4,443,151	\$ 4,347,717
Public Safety	13,548,211	13,996,948	13,977,452	14,121,765
Highways and Streets	2,699,339	2,520,977	2,300,242	2,769,397
Culture and Recreation	2,414,986	2,422,034	4,953,709	2,530,827
Community Development	937,155	840,759	849,113	1,063,112
Interest on Long-Term Debt	<u>339,722</u>	<u>289,704</u>	<u>276,975</u>	<u>256,422</u>
Total Governmental Activities Expenses	<u>24,498,062</u>	<u>24,705,961</u>	<u>26,800,642</u>	<u>25,089,240</u>
Business-type Activities				
Water and Sewer	11,790,936	11,053,329	10,976,691	10,837,063
Sanitation	4,239,189	3,092,057	2,769,584	2,937,727
Airport	<u>543,860</u>	<u>539,645</u>	<u>450,610</u>	<u>395,863</u>
Total Business-type Activities Expenses	<u>16,573,985</u>	<u>14,685,031</u>	<u>14,196,885</u>	<u>14,170,653</u>
Total Primary Government Expenses	<u>\$ 41,072,047</u>	<u>\$ 39,390,992</u>	<u>\$ 40,997,527</u>	<u>\$ 39,259,893</u>
Program Revenues				
Governmental Activities:				
Charges for Services:				
General Government	\$ 14,843	\$ 223,352	\$ 316,525	\$ 329,215
Public Safety	1,827,837	1,821,823	1,946,627	1,540,982
Highways and Streets	-	-	-	-
Culture and Recreation	285,233	328,510	354,280	336,818
Community Development	-	-	-	-
Operating Grants and Contributions	328,443	247,111	535,337	157,688
Capital Grants and Contributions	<u>165,078</u>	<u>415,309</u>	<u>58,270</u>	<u>3,998</u>
Total Governmental Activities Program Revenues	<u>2,621,434</u>	<u>3,036,105</u>	<u>3,211,039</u>	<u>2,368,701</u>
Business-type Activities:				
Charges for Services:				
Water and Sewer	16,481,383	15,878,779	16,646,161	17,184,423
Sanitation	5,661,016	5,437,249	5,398,981	5,457,533
Airport	424,000	418,044	362,886	285,091
Operating Grants and Contributions	-	-	-	-
Capital Grants and Contributions	<u>64,664</u>	<u>259,203</u>	<u>1,005,188</u>	<u>-</u>
Total Business-type Activities Program Revenues	<u>22,631,063</u>	<u>21,993,275</u>	<u>23,413,216</u>	<u>22,927,047</u>
Total Primary Government Program Revenues	<u>\$ 25,252,497</u>	<u>\$ 25,029,380</u>	<u>\$ 26,624,255</u>	<u>\$ 25,295,748</u>
Net (Expense)/Revenue				
Governmental Activities	\$(21,876,628)	\$(21,669,856)	\$(23,589,603)	\$(22,720,539)
Business-type Activities	<u>6,057,078</u>	<u>7,308,244</u>	<u>9,216,331</u>	<u>8,756,394</u>
Total Net Expense	<u>\$(15,819,550)</u>	<u>\$(14,361,612)</u>	<u>\$(14,373,272)</u>	<u>\$(13,964,145)</u>

TABLE 2

Fiscal Year					
2017	2018	2019	2020	2021	2022
\$ 4,700,650	\$ 4,955,254	\$ 5,586,805	\$ 5,130,414	\$ 6,073,722	\$ 5,883,941
14,693,760	15,332,425	17,248,197	15,868,977	16,059,886	16,246,931
2,831,901	2,892,174	3,065,969	2,932,520	2,783,312	3,000,433
2,893,535	3,087,026	3,252,267	2,654,815	3,163,634	3,340,616
934,282	755,571	708,802	898,609	659,138	1,371,916
<u>250,266</u>	<u>222,244</u>	<u>177,094</u>	<u>141,133</u>	<u>88,083</u>	<u>23,181</u>
<u>26,304,394</u>	<u>27,244,694</u>	<u>30,039,134</u>	<u>27,626,468</u>	<u>28,827,775</u>	<u>29,867,018</u>
11,016,674	11,817,889	11,697,450	11,487,635	11,571,780	11,590,975
3,312,083	3,119,195	3,338,497	3,363,461	4,213,881	3,966,391
<u>471,869</u>	<u>495,898</u>	<u>478,199</u>	<u>423,948</u>	<u>469,068</u>	<u>699,320</u>
<u>14,800,626</u>	<u>15,432,982</u>	<u>15,514,146</u>	<u>15,275,044</u>	<u>16,254,729</u>	<u>16,256,686</u>
\$ <u>41,105,020</u>	\$ <u>42,677,676</u>	\$ <u>45,553,280</u>	\$ <u>42,901,512</u>	\$ <u>45,082,504</u>	\$ <u>46,123,704</u>
\$ 422,258	\$ 540,736	\$ 505,866	\$ 633,406	\$ 494,274	\$ 491,725
1,474,258	1,404,473	1,212,962	1,160,445	1,383,555	1,017,287
-	502,023	752,788	754,492	758,866	761,408
344,325	392,481	475,127	258,159	388,698	428,663
250,000	150,000	-	-	3,456	54,628
462,690	1,271,926	2,646,113	2,641,116	959,430	2,053,268
<u>27,050</u>	<u>57,338</u>	<u>337,742</u>	<u>84,126</u>	<u>540,893</u>	<u>50,278</u>
<u>2,980,581</u>	<u>4,318,977</u>	<u>5,930,598</u>	<u>5,531,744</u>	<u>4,529,172</u>	<u>4,857,257</u>
18,939,084	19,841,583	19,422,326	19,062,221	19,389,909	20,385,657
5,659,444	6,163,872	6,363,558	6,305,207	6,574,239	6,965,227
400,859	417,681	398,711	372,501	449,924	646,097
-	-	-	-	-	527,543
<u>-</u>	<u>-</u>	<u>445,838</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>24,999,387</u>	<u>26,423,136</u>	<u>26,630,433</u>	<u>25,739,929</u>	<u>26,414,072</u>	<u>28,524,524</u>
\$ <u>27,979,968</u>	\$ <u>30,742,113</u>	\$ <u>32,561,031</u>	\$ <u>31,271,673</u>	\$ <u>30,943,244</u>	\$ <u>33,381,781</u>
\$ (23,323,813)	\$ (22,925,717)	\$ (24,108,536)	\$ (22,094,724)	\$ (24,298,603)	\$ (25,009,761)
<u>10,198,761</u>	<u>10,990,154</u>	<u>11,116,287</u>	<u>10,464,885</u>	<u>10,159,343</u>	<u>12,267,838</u>
\$ (<u>13,125,052</u>)	\$ (<u>11,935,563</u>)	\$ (<u>12,992,249</u>)	\$ (<u>11,629,839</u>)	\$ (<u>14,139,260</u>)	\$ (<u>12,741,923</u>)

CITY OF NACOGDOCHES, TEXAS

CHANGES IN NET POSITION (CONTINUED)
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year			
	2013	2014	2015	2016
General Revenues and Other				
Changes in Net Position				
Governmental Activities				
Taxes				
Property Taxes	\$ 7,729,854	\$ 7,852,946	\$ 8,294,720	\$ 8,452,800
Franchise Taxes	5,469,337	2,575,624	2,505,532	2,427,859
Sales Taxes	2,536,335	5,460,720	5,724,160	6,051,628
Other Taxes	708,537	799,041	837,225	818,348
Penalties and Interests on Taxes	140,834	123,151	152,406	174,873
Investment Earnings	74,526	52,245	58,165	45,270
Miscellaneous	604,953	83,709	101,865	64,044
Transfers	5,116,050	5,370,715	5,292,442	5,247,575
Gain on Sale of Capital Assets	<u>35,137</u>	<u>28,740</u>	<u>543,293</u>	<u>103,171</u>
Total Governmental Activities	<u>22,415,563</u>	<u>22,346,891</u>	<u>23,509,808</u>	<u>23,385,568</u>
Business-type Activities:				
Investment Earnings	129,168	91,937	82,548	73,697
Miscellaneous	5,133	364,382	377,105	500,577
Transfers	(5,116,050)	(5,370,715)	(5,592,442)	(5,247,575)
Gain on Sale of Capital Assets	<u>247,890</u>	<u>22,092</u>	<u>62,164</u>	<u>179,794</u>
Total Business-type Activities	<u>(4,733,859)</u>	<u>(4,892,304)</u>	<u>(5,070,625)</u>	<u>(4,493,507)</u>
Total Primary Government	<u>\$ 17,681,704</u>	<u>\$ 17,454,587</u>	<u>\$ 18,439,183</u>	<u>\$ 18,892,061</u>
Change in Net Position				
Governmental Activities	\$ 538,935	\$ 677,035	\$ 220,205	\$ 665,029
Business-type Activities	<u>1,324,219</u>	<u>2,415,940</u>	<u>4,145,706</u>	<u>4,262,887</u>
Total Primary Government	<u>\$ 1,863,154</u>	<u>\$ 3,092,975</u>	<u>\$ 4,365,911</u>	<u>\$ 4,927,916</u>

TABLE 2

Fiscal Year					
2017	2018	2019	2020	2021	2022
\$ 8,907,696	\$ 9,469,354	\$ 9,846,630	\$ 10,827,222	\$ 10,973,148	\$ 11,529,711
2,436,424	2,470,495	2,485,322	2,385,315	2,350,005	2,365,765
6,186,513	6,396,954	6,601,004	6,932,275	7,434,346	8,346,355
834,874	832,426	865,931	697,921	870,362	980,411
165,216	-	158,448	152,238	204,101	189,000
131,007	145,455	530,652	229,664	50,523	256,704
73,859	324,123	98,005	89,941	73,721	73,991
5,502,525	79,466	5,757,927	6,427,131	5,602,324	5,896,925
<u>41,331</u>	<u>5,736,804</u>	<u>35,638</u>	<u>63,928</u>	<u>16,923</u>	<u>142,710</u>
<u>24,279,445</u>	<u>25,455,077</u>	<u>26,379,557</u>	<u>27,805,635</u>	<u>27,575,453</u>	<u>29,781,572</u>
217,306	-	983,498	489,824	147,219	428,638
557,588	574,894	600,204	713,801	498,832	1,046,544
(5,502,525)	564,961	(5,757,927)	(6,427,131)	(5,602,324)	(5,896,925)
<u>28,531</u>	<u>(5,736,804)</u>	<u>32,359</u>	<u>39,394</u>	<u>-</u>	<u>-</u>
<u>(4,699,100)</u>	<u>(4,596,949)</u>	<u>(4,141,866)</u>	<u>(5,184,112)</u>	<u>(4,956,273)</u>	<u>(4,421,743)</u>
<u>\$ 19,580,345</u>	<u>\$ 20,858,128</u>	<u>\$ 22,237,691</u>	<u>\$ 22,621,523</u>	<u>\$ 22,619,180</u>	<u>\$ 25,359,829</u>
\$ 955,632	\$ 2,529,360	\$ 271,022	\$ 5,710,911	\$ 3,276,850	\$ 4,771,811
<u>5,499,661</u>	<u>6,393,205</u>	<u>6,974,421</u>	<u>5,280,773</u>	<u>5,203,070</u>	<u>7,846,095</u>
<u>\$ 6,455,293</u>	<u>\$ 8,922,565</u>	<u>\$ 7,245,443</u>	<u>\$ 10,991,684</u>	<u>\$ 8,479,920</u>	<u>\$ 12,617,906</u>

CITY OF NACOGDOCHES, TEXAS

FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year			
	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
General Fund				
Nonspendable	\$ 51,456	\$ 38,592	\$ 25,728	\$ 12,864
Restricted	735,489	695,887	702,693	761,134
Assigned	-	-	-	-
Unassigned	<u>8,705,190</u>	<u>8,690,538</u>	<u>10,264,994</u>	<u>12,741,437</u>
Total General Fund	<u>\$ 9,492,135</u>	<u>\$ 9,425,017</u>	<u>\$ 10,993,415</u>	<u>\$ 13,515,435</u>
All Other Governmental Funds				
Nonspendable	\$ 266,467	\$ 114,214	\$ 427,225	\$ 373,187
Restricted	3,239,172	3,491,098	2,454,569	2,742,985
Committed	43,979	23,201	59,585	57,247
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>	<u>(77,558)</u>
Total All Other Governmental Funds	<u>\$ 3,549,618</u>	<u>\$ 3,628,513</u>	<u>\$ 2,941,379</u>	<u>\$ 3,095,861</u>

TABLE 3

Fiscal Year					
2017	2018	2019	2020	2021	2022
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
787,993	787,993	833,576	862,941	913,411	913,411
-	65,613	905,645	1,099,592	1,935,200	3,338,722
11,288,895	11,732,687	11,277,441	12,690,560	13,372,793	12,520,316
<u>\$ 12,076,888</u>	<u>\$ 12,586,293</u>	<u>\$ 13,016,662</u>	<u>\$ 14,653,093</u>	<u>\$ 16,221,404</u>	<u>\$ 16,772,449</u>
\$ 281,594	\$ 284,349	\$ 286,563	\$ 289,174	\$ -	\$ -
3,076,858	4,409,323	4,516,298	5,418,900	5,740,020	5,593,181
53,329	52,297	117,957	89,850	288,591	284,285
48,531	(18,398)	-	(11,673)	-	-
<u>\$ 3,460,312</u>	<u>\$ 4,727,571</u>	<u>\$ 4,920,818</u>	<u>\$ 5,786,251</u>	<u>\$ 6,028,611</u>	<u>\$ 5,877,466</u>

CITY OF NACOGDOCHES, TEXAS

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year			
	2013	2014	2015	2016
Revenue				
Taxes:				
General property taxes	\$ 7,734,895	\$ 7,802,983	\$ 8,323,689	\$ 8,485,231
General sales and other taxes	8,714,209	8,958,536	9,219,323	9,472,708
Licenses and permits	362,349	245,491	328,624	241,624
Fines and forfeitures	1,131,190	963,481	922,397	1,006,558
Charges for services	285,233	296,262	311,837	283,268
Investment earnings	59,025	41,865	48,315	40,692
Grants	842,662	854,670	744,179	419,710
Contributions	-	-	-	-
Miscellaneous	540,932	740,548	955,828	461,601
Total revenues	<u>19,670,495</u>	<u>19,903,836</u>	<u>20,854,192</u>	<u>20,411,392</u>
Expenditures				
General government	4,422,642	4,339,520	4,197,557	4,302,101
Public safety	13,373,945	13,500,225	13,256,260	13,460,147
Highways and streets	1,899,636	1,768,240	1,610,945	1,727,873
Culture and recreation	2,385,704	2,265,852	4,665,165	2,311,397
Community development	995,717	847,276	837,041	876,024
Debt service:				
Principal	825,000	855,000	885,000	795,000
Interest	330,365	307,539	282,950	254,850
Other capital outlays	669,179	1,403,622	530,090	745,548
Total expenditures	<u>24,902,188</u>	<u>25,287,274</u>	<u>26,265,008</u>	<u>24,472,940</u>
Other financing sources (uses)				
Refunding bond premium	-	-	-	-
Payment to escrow agent	-	-	-	-
Refunding bonds issued	-	-	-	-
Transfers in	5,275,763	5,573,228	5,921,689	5,472,500
Transfers out	(136,856)	(178,013)	(329,247)	(224,925)
Proceeds from sale of bonds	-	-	-	1,685,000
Sale of capital assets	1,644	-	500,288	4,825
Total other financing sources (uses)	<u>5,140,551</u>	<u>5,395,215</u>	<u>6,092,730</u>	<u>6,937,400</u>
Net changes in fund balances	<u>\$(91,142)</u>	<u>\$ 11,777</u>	<u>\$ 681,914</u>	<u>\$ 2,875,852</u>
Capital outlays included in functions	<u>\$ 987,656</u>	<u>\$ 85,038</u>	<u>\$ 47,337</u>	<u>\$ 862,802</u>
Debt service as a percentage of noncapital expenditures calculated as ([a] + [b] / [c] - [d])	4.83%	4.61%	4.54%	4.59%

TABLE 4

		Fiscal Year									
2017		2018		2019		2020		2021		2022	
\$	8,908,920	\$	9,447,895	\$	10,006,617	\$	10,777,313	\$	11,004,323	\$	11,514,611
	9,623,027		9,845,330		10,110,705		10,167,749		10,858,814		11,881,531
	203,319		215,072		192,661		354,996		211,778		217,669
	992,076		868,610		836,109		787,674		522,252		495,356
	306,457		927,027		1,269,060		1,043,554		1,082,588		1,134,349
	115,909		274,361		441,640		194,589		47,962		217,434
	605,391		1,196,244		1,449,775		1,580,231		3,121,778		1,961,614
	-		722,070		2,406,759		143,329		761,152		408,724
	767,240		199,935		148,060		135,316		110,014		121,746
	21,522,339		23,696,544		26,861,386		25,184,751		27,720,661		27,953,034
	4,582,846		4,751,128		5,331,178		4,935,603		5,953,941		6,016,070
	13,948,154		14,755,034		16,480,077		15,331,740		16,597,013		16,935,663
	1,656,021		1,777,216		2,658,235		2,392,669		2,401,633		2,541,361
	2,681,901		2,852,966		2,969,119		2,643,437		3,435,713		3,216,452
	763,955		777,275		800,480		926,514		976,051		1,370,378
	1,095,000		1,150,000		1,205,000		1,235,000		1,300,000		1,522,000
	254,480		220,908		173,061		141,139		76,614		23,759
	3,116,603		1,372,157		2,378,547		1,518,663		2,355,533		1,859,040
	28,098,960		27,656,684		31,995,697		29,124,765		33,096,498		33,484,723
	-		-		-		-		-		-
	-		-		-		-		(1,040,531)		-
	-		-		-		-		2,576,000		-
	5,821,585		6,802,919		6,300,652		6,990,842		6,202,090		6,301,991
(	319,060)	(	1,066,115)	(	542,725)	(	563,711)	(	553,266)	(	455,109)
	-		-		-		-		-		-
	-		-		-		14,747		2,215		84,707
	5,502,525		5,736,804		5,757,927		6,441,878		7,186,508		5,931,589
\$(	1,074,096)	\$(	1,776,664	\$(	623,616	\$(	2,501,864	\$(	1,810,671	\$(	399,900
\$	96,257	\$	-	\$	942,083	\$	859,472	\$	1,946,118	\$	908,287
	4.82%		5.22%		4.81%		5.15%		4.78%		5.03%

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CITY OF NACOGDOCHES, TEXAS**TABLE 5**

TAX REVENUES BY SOURCE, GOVERNMENTAL FUNDS
 LAST TEN FISCAL YEARS
 (MODIFIED ACCRUAL BASIC OF ACCOUNTING)
 (UNAUDITED)

<u>Fiscal Year</u>	<u>General Property Taxes</u>	<u>General Sales Taxes</u>	<u>Utility Taxes</u>	<u>Other Taxes</u>	<u>Total</u>
2013	\$ 7,734,895	\$ 5,469,337	\$ 2,536,335	\$ 708,537	\$ 16,449,104
2014	7,802,983	5,460,720	2,575,624	799,041	16,638,368
2015	8,323,689	5,724,160	2,505,532	837,225	17,390,606
2016	8,485,231	6,051,628	2,427,859	818,348	17,783,066
2017	8,908,920	6,186,513	2,436,424	834,874	18,366,731
2018	9,447,895	6,396,954	2,470,495	832,426	19,147,770
2019	10,006,617	6,601,004	2,485,322	865,931	19,958,874
2020	10,777,313	6,932,275	2,385,315	697,921	20,792,824
2021	11,004,323	7,434,346	2,350,005	870,362	21,659,036
2022	11,514,611	8,346,355	2,365,765	980,411	23,207,142

CITY OF NACOGDOCHES, TEXAS

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

**LAST TEN FISCAL YEARS
(UNAUDITED)**

<u>Fiscal Year</u>	<u>Real Property</u>	<u>Mineral Property</u>	<u>Less: Tax-Exempt Property</u>	<u>Total Taxable Assessed Value</u>
2013	1,535,961,610	207,689,960	382,691,710	1,360,959,860
2014	1,550,765,750	219,110,180	381,122,490	1,388,753,440
2015	1,570,237,940	234,107,350	404,697,030	1,399,648,260
2016	1,588,480,170	234,542,480	362,896,840	1,460,125,810
2017	1,591,570,140	237,154,560	329,244,345	1,499,480,355
2018	1,606,822,060	234,623,870	332,892,700	1,508,553,230
2019	1,785,122,740	231,069,950	427,591,070	1,588,601,620
2020	1,967,807,630	233,059,640	432,702,900	1,768,164,370
2021	1,981,488,706	232,178,550	426,707,840	1,786,959,416
2022	1,979,297,437	268,884,090	364,129,063	1,884,052,464

Source: Nacogdoches Central Appraisal District

TABLE 6

Total Direct Tax Rate	Estimated Actual Taxable Value	Taxable Assessed Value as a Percentage of Actual Taxable Value
0.5620	1,360,959,860	100.0%
0.5639	1,388,753,440	100.0%
0.5639	1,399,648,260	100.0%
0.5681	1,460,125,810	100.0%
0.5928	1,499,480,355	100.0%
0.5928	1,508,553,230	100.0%
0.6169	1,588,601,620	100.0%
0.6140	1,768,164,370	100.0%
0.6160	1,786,959,416	100.0%
0.6160	1,884,052,464	100.0%

CITY OF NACOGDOCHES, TEXAS**DIRECT AND OVERLAPPING PROPERTY TAX RATES****LAST TEN FISCAL YEARS
(UNAUDITED)**

Fiscal Year	City of Nacogdoches			Nacogdoches Independent School District		
	Operations and Maintenance	General Obligation Debt Service	Total City Rate	Operations and Maintenance	General Obligation Debt Service	Total NISD Rate
2013	0.47867	0.08333	0.56200	1.17000	0.20000	1.37000
2014	0.48049	0.08341	0.56390	1.17000	0.20000	1.37000
2015	0.48478	0.07912	0.56390	1.17000	0.18750	1.35750
2016	0.49773	0.07038	0.56810	1.17000	0.18750	1.35750
2017	0.50309	0.08971	0.59280	1.17000	0.18750	1.35750
2018	0.50618	0.08663	0.59280	1.17000	0.16250	1.33250
2019	0.53260	0.08430	0.61690	1.17000	0.16250	1.33250
2020	0.53617	0.07783	0.61400	1.06835	0.16250	1.23085
2021	0.53890	0.07710	0.61600	1.05470	0.24500	1.29970
2022	0.53371	0.08229	0.61600	1.02130	0.24500	1.26630

Source: Nacogdoches Central Appraisal District

TABLE 7

Nacogdoches County		
Operations and Maintenance	General Obligation Debt Service	Total County Rate
0.38940	0.06490	0.45430
0.44372	0.06058	0.50430
0.47682	0.05218	0.52900
0.52802	0.05748	0.58550
0.52802	0.05748	0.58550
0.53064	0.05106	0.58170
0.52118	0.04642	0.56760
0.52951	0.02289	0.55240
0.53867	0.02553	0.56420
0.54020	0.02400	0.56420

CITY OF NACOGDOCHES, TEXAS

PRINCIPAL PROPERTY TAX PAYERS

**CURRENT YEAR AND NINE YEARS AGO
(UNAUDITED)**

Taxpayer	2022		
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Norbord Texas LP	39,345,760	1	2.1%
Oncor Electric Delivery Co LLC	36,882,480	2	2.0%
SFA 1411 Owner LP	33,236,090	3	1.8%
Pilgrim's Pride (Processing Plant)	31,485,320	4	1.7%
Cardinal Street Housing	23,019,000	5	1.2%
Walmart Stores #01-0163	16,749,380	6	0.9%
SSG East Texas LLC	14,820,611	7	0.8%
NIBCO Inc	13,876,890	8	0.7%
Cooper Power Systems (Eaton)	12,976,900	9	0.7%
University Hill Apartments	11,603,376	10	0.6%
Total	\$ 233,995,807		

Source: Nacogdoches Central Appraisal District

TABLE 8

2013		
Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
35,698,840	1	2.6%
15,834,270	6	1.2%
-	-	0.0%
23,326,200	2	1.7%
-	-	0.0%
15,901,660	5	1.2%
-	-	0.0%
19,005,390	3	1.4%
12,988,480	8	1.0%
<u>7,805,470</u>	13	0.6%
<u>\$ 130,560,310</u>		

CITY OF NACOGDOCHES, TEXAS

TABLE 9

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Taxes levied for the Fiscal Year	Collected Within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2013	7,802,938	7,607,106	97.5%	158,088	7,765,194	99.5%
2014	7,891,454	7,688,174	97.4%	149,661	7,837,835	99.3%
2015	8,378,105	8,221,058	98.1%	85,816	8,306,874	99.1%
2016	8,517,549	8,327,480	97.8%	117,278	8,444,758	99.1%
2017	8,917,473	8,690,490	97.5%	129,971	8,820,461	98.9%
2018	9,454,533	9,317,924	98.6%	98,662	9,416,586	99.6%
2019	10,084,551	9,907,955	98.2%	120,221	10,028,176	99.4%
2020	10,856,529	10,657,092	98.2%	189,567	10,846,659	99.9%
2021	10,934,218	10,861,420	99.3%	63,049	10,924,469	99.9%
2022	11,605,886	11,290,653	97.3%	-	11,290,653	97.3%

CITY OF NACOGDOCHES, TEXAS**TABLE 10****DIRECT AND OVERLAPPING SALES TAX RATES****LAST TEN FISCAL YEARS
(UNAUDITED)**

<u>Fiscal Year</u>	<u>City Direct Rate</u>	<u>Nacogdoches County Hospital</u>	<u>State of Texas</u>	<u>Total Rate</u>
2013	0.01	0.01	0.0625	0.0825
2014	0.01	0.01	0.0625	0.0825
2015	0.01	0.01	0.0625	0.0825
2016	0.01	0.01	0.0625	0.0825
2017	0.01	0.01	0.0625	0.0825
2018	0.01	0.01	0.0625	0.0825
2019	0.01	0.01	0.0625	0.0825
2020	0.01	0.01	0.0625	0.0825
2021	0.01	0.01	0.0625	0.0825
2022	0.01	0.01	0.0625	0.0825

Sources: City Finance Office and County Auditor's Office

CITY OF NACOGDOCHES, TEXAS

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Governmental Activities	Business-type Activities			
	General Obligation Bonds	General Obligation Bonds	Water and Sewer Systems Bonds	Sanitation System Bonds	Financed Purchases
2013	8,602,591	36,369,303	11,750,000	-	-
2014	7,658,192	34,699,448	11,780,000	-	-
2015	6,696,912	33,029,715	10,285,000	-	-
2016	7,513,573	31,238,823	9,355,000	-	554,345
2017	6,353,009	29,385,249	8,255,000	-	446,603
2018	5,143,843	27,527,789	7,135,000	-	334,871
2019	3,892,637	25,577,535	5,995,000	-	220,141
2020	2,619,650	23,585,376	4,830,000	-	484,244
2021	2,831,000	21,515,000	3,640,000	-	422,146
2022	1,309,000	19,180,000	2,350,000	-	358,006

TABLE 11

Total Primary Government	Percentage of Personal Income	Per Capita
56,721,894	5.5%	1,644.69
54,137,640	5.4%	1,598.49
50,011,627	4.7%	1,598.49
48,631,741	4.2%	1,434.82
44,439,861	3.9%	1,309.67
40,141,503	3.8%	1,194.19
35,685,313	3.1%	1,063.90
31,519,270	2.6%	958.71
28,408,146	2.4%	883.71
23,197,006	2.0%	722.24

CITY OF NACOGDOCHES, TEXAS

TABLE 12

RATIOS OF GENERAL BONDED DEBT OUTSTANDING

LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	General Bonded Debt Outstanding			Percentage of Actual Taxable	
	General Obligation Bonds	Less Amount Available for Debt Service	Total	Value of Property	Per Capita
2013	44,006,433	220,757	43,785,676	3.13%	232.89
2014	41,971,053	215,953	41,755,100	2.86%	219.74
2015	39,726,627	216,054	39,510,573	2.63%	192.38
2016	38,722,396	219,013	38,503,383	2.55%	1135.99
2017	35,738,258	220,953	35,517,305	2.24%	1046.72
2018	32,853,255	245,421	32,607,834	1.84%	960.98
2019	29,470,172	309,368	29,160,804	1.63%	869.38
2020	26,205,026	313,183	25,891,843	1.65%	787.54
2021	24,346,000	322,012	24,023,988	1.45%	748.77
2022	20,489,000	329,457	20,159,543	1.13%	627.67

ESTIMATED GENERAL OBLIGATION OVERLAPPING DEBT STATEMENT

FISCAL YEAR 2022
(UNAUDITED)

<u>Taxing Body</u>	<u>Gross Dollar Amount</u>	<u>Percent Overlapping</u>	<u>Dollar Overlap</u>
Nacogdoches County	\$ 2,265,000	47.65%	\$ 1,079,273
Nacogdoches Independent School District	99,005,000	77.26%	<u>76,491,263</u>
	Subtotal, overlapping debt		<u>77,570,536</u>
	City of Nacogdoches direct debt		<u>20,489,000</u>
	Total direct and overlapping debt		<u>\$ 98,059,536</u>

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of outstanding debt of those overlapping governments that is borne by the property taxes of the City of Corsicana, Texas. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the property taxes should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

The percentage of overlapping debt applicable is estimated using taxable property values. Applicable percentages were estimated by determining the portion of the county and school districts' taxable assessed value that is within the City's boundaries and dividing it by the county and school districts' total taxable values.

CITY OF NACOGDOCHES, TEXAS

TABLE 14

PLEDGED-REVENUE COVERAGE

LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Water Revenue Bonds		Net Available Revenue	Debt Service Principal	Interest	Coverage
	Utility Service Charges	Less: Operating Expenses				
2013	\$ 16,482,678	\$ 10,309,639	\$ 6,173,039	\$ 3,325,000	\$ 1,534,332	1.27
2014	16,196,946	9,653,756	6,543,190	3,390,000	1,399,573	1.37
2015	16,928,308	9,608,934	7,319,374	3,480,000	1,367,757	1.51
2016	17,427,115	9,627,539	7,799,576	2,675,000	1,209,524	2.01
2017	19,138,572	9,827,603	9,310,969	2,675,000	1,189,071	2.41
2018	20,042,585	10,696,198	9,346,387	2,820,000	1,121,691	2.37
2019	19,641,928	10,668,990	8,972,938	2,945,000	1,028,460	2.26
2020	19,274,603	10,536,872	8,737,731	3,020,000	1,061,563	2.14
2021	18,722,190	7,182,213	11,539,977	3,510,000	468,442	2.90
2022	19,905,873	7,589,568	12,316,305	3,625,000	340,969	3.11

CITY OF NACOGDOCHES, TEXAS**TABLE 15**

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS
(UNAUDITED)

<u>Fiscal Year</u>	<u>Population</u>	<u>Personal Income</u>	<u>Per Capita Personal Income</u>	<u>Median Age</u>	<u>School Enrollment</u>	<u>Unemployment</u>
2013	33,903	\$ 1,005,495,174	\$ 29,658	24.00	6,435	6.6%
2014	33,868	1,004,457,144	29,658	24.30	6,501	5.1%
2015	33,687	1,064,239,704	31,592	24.40	6,439	4.6%
2016	33,894	1,096,708,158	32,357	24.40	6,448	4.8%
2017	33,932	1,147,308,784	33,812	24.00	6,472	4.6%
2018	33,614	1,056,891,388	31,442	24.40	6,475	4.1%
2019	33,542	1,151,396,234	34,327	24.30	6,481	4.0%
2020	32,877	1,201,752,981	36,553	24.40	6,440	8.0%
2021	32,147	1,175,069,291	36,553	24.40	5,940	6.8%
2022	32,118	1,170,187,212	36,434	24.80	5,929	4.2%

Sources: Population proved by the Texas State Data Center.
 Personal income and unemployment data provided by the Texas Workforce Commission.
 Median age data provided by the American Community Survey of the US Census Bureau.
 School enrollment data provided by the Nacogdoches Independent School District.

CITY OF NACOGDOCHES, TEXAS

PRINCIPAL EMPLOYERS

**CURRENT YEAR AND NINE YEARS AGO
(UNAUDITED)**

<u>Employer</u>	<u>2022</u>		<u>Percentage of Total City Employment</u>
	<u>Employees</u>	<u>Rank</u>	
Stephen F. Austin State University	1,636	1	12%
Pilgrim's Pride	1,471	2	10%
Nacogdoches ISD	1,034	3	7%
Nacogdoches County Hospital District	599	4	4%
Nacogdoches Medical Center	554	5	4%
Etech Global Services	550	6	4%
Walmart Supercenter	390	7	3%
City of Nacogdoches	325	8	2%
Nacogdoches County	277	9	2%
Chartwell	230	10	2%
Foretravel Inc	214	11	2%
Elliott Electric Supply	203	12	1%
TFP Nutrition	197	13	1%
Cal-Tex Lumber Company	195	14	1%
Bright Coop Inc	<u>184</u>	15	<u>1%</u>
Total	<u>8,059</u>		<u>56%</u>

Source: City Economic Development Division

TABLE 16

2013		
Employees	Rank	Percentage of Total City Employment
1,609	2	11%
1,725	1	12%
985	3	7%
694	4	5%
512	5	3%
455	6	3%
345	7	2%
311	8	2%
300	9	2%
-	-	-
137	13	1%
119	14	1%
179	11	1%
175	12	1%
192	10	1%
<u>7,738</u>		<u>52%</u>

CITY OF NACOGDOCHES, TEXAS

FULL-TIME-EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION

LAST TEN FISCAL YEARS
(UNAUDITED)

Function	Full-Time-Equivalent Employees as of Year End				
	2013	2014	2015	2016	2017
Governmental Funds					
General Government					
Management Services	6.5	6.0	6.0	6.0	6.0
Finance	4.5	5.0	5.0	5.0	5.0
Planning	2.5	2.5	2.5	2.5	2.0
Building Maintenance	7.0	7.0	7.0	7.0	6.0
Animal Control	7.0	7.0	7.0	7.0	7.0
Municipal Court	5.5	5.5	5.5	5.5	5.5
Other Support Services	7.5	7.5	7.5	7.5	8.0
Public Safety					
Police					
Officers	65.5	66.5	66.5	66.5	66.5
Civilians	17.5	25.5	25.5	25.5	25.5
Fire					
Firefighters and Officers	59.0	58.0	58.0	58.0	58.0
Civilians	2.0	2.5	2.5	2.5	2.5
Highways and Streets					
Public Works/Engineering	8.5	8.5	8.5	8.5	9.0
Streets	13.0	13.0	13.0	13.0	13.0
Vehicle Maintenance	5.0	5.0	5.0	5.0	5.0
Culture and Recreation					
Parks and Recreation	25.5	26.5	26.5	26.5	26.0
Library/Historical Sites	10.0	10.0	10.0	10.0	9.5
Urban Development					
Inspections	4.0	4.0	4.0	2.0	2.0
Code Enforcement	2.0	2.0	2.0	2.0	2.0
Enterprise Funds					
Water and Sewer					
Water Billings	10.0	9.0	9.0	9.0	9.0
Water Production	11.0	8.0	8.0	8.0	7.0
Distribution and Collections	13.0	13.0	13.0	13.0	13.0
Wastewater	17.0	17.0	17.0	16.0	18.0
Sanitation					
Collections	15.0	14.0	14.0	14.0	14.0
Disposals	5.5	5.5	5.5	6.0	6.0
Administration	0.0	0.0	0.0	0.0	0.0
Airport FBO Operations					
Airport FBO	<u>2.5</u>	<u>2.5</u>	<u>2.5</u>	<u>2.5</u>	<u>2.5</u>
Total	<u>326.5</u>	<u>331.0</u>	<u>331.0</u>	<u>328.5</u>	<u>328.0</u>

Source: City Finance Office

TABLE 17

Full-Time-Equivalent Employees as of Year End				
2018	2019	2020	2021	2022
6.0	5.0	5.5	3.5	4.0
5.0	6.0	6.0	7.0	6.0
2.0	2.5	2.5	2.0	3.0
6.0	6.0	6.0	6.0	6.0
7.0	8.0	8.0	8.0	8.0
5.5	5.5	5.5	3.5	4.5
17.0	18.5	18.0	16.5	17.5
66.5	66.5	66.5	61.0	62.0
26.5	26.5	26.5	28.0	28.0
58.0	58.0	58.0	58.0	58.0
2.5	2.5	2.5	2.5	2.5
9.0	7.0	7.0	5.0	6.0
13.0	16.0	16.0	12.0	14.0
5.0	5.0	5.0	4.0	4.0
26.0	22.0	22.0	21.5	22.5
9.5	9.5	9.5	10.5	11.5
2.0	2.0	3.0	3.0	3.0
2.0	2.0	2.0	2.0	3.0
9.0	9.0	9.0	9.0	9.0
7.0	7.0	7.0	7.0	7.0
13.0	16.0	17.0	17.0	17.0
18.0	13.0	13.0	12.0	14.0
14.0	12.0	12.0	16.0	16.0
6.0	6.0	6.0	6.0	7.0
0.0	0.0	0.0	2.0	3.0
2.5	2.5	2.5	2.5	2.5
338.0	334.0	336.0	325.5	339.0

CITY OF NACOGDOCHES, TEXAS

OPERATING INDICATORS BY FUNCTION

LAST TEN FISCAL YEARS
(UNAUDITED)

Function	2013	2014	2015	2016	2017
General Government:					
Planning and Zoning:					
Building Permits Issued	1,314	1,280	1,320	1,229	1,202
Building Inspections Conducted	1,856	2,063	2,194	1,294	1,195
Public Safety:					
Police					
Physical Arrests	4,366	4,508	3,925	2,589	2,927
Parking Violations	11	19	19	54	85
Traffic Violations	9,186	8,638	7,170	6,488	7,612
Fire					
Emergency Responses	3,981	4,406	4,536	4,585	4,492
Fires Extinguished	202	181	271	175	128
Culture and Recreation:					
Parks and Recreation					
Recreation Program Participation	5,544	4,109	5,344	5,416	5,675
Recreation Facility Reservations	475	579	602	914	1,120
Library					
Volumes in Collection	98,373	100,652	102,889	104,502	105,991
Total Volumes Borrowed	130,987	132,268	128,062	123,840	128,174
Water and Sewer:					
Water					
Water Customers	12,903	13,018	13,051	13,079	13,096
Water Main Breaks	127	150	101	130	122
Average Daily Consumption (thousands of gallons)	6,912	6,582	3,954	6,717	7,066
Peak Daily Consumption (thousands of gallons)	15,485	11,327	11,653	9,365	11,030
Wastewater					
Average Daily Sewage Treatment (thousands of gallons)	4,407	6,070	7,484	7,275	6,479
Sanitation					
Refuse Collection					
Refuse Collected (cubic yards)	221,680	198,705	221,037	259,266	257,848
Recyclables Collected (cubic yards)	3,722	3,451	1,549	4,229	4,002

Source: Various City Departments

TABLE 18

2018	2019	2020	2021	2022
1,047	1,163	521	1,174	1,149
1,312	429	782	1,761	1,735
1,476	1,876	1,997	2,034	1,838
43	22	63	7	19
8,895	8,118	2,789	4,883	7,863
4,444	4,467	3,676	4,149	4,669
160	141	108	151	178
5,772	6,685	2,657	2,629	5,116
1,077	903	655	553	869
108,831	110,309	111,104	124,058	122,687
132,497	130,248	81,819	85,447	104,689
13,075	13,169	13,120	13,315	13,661
115	125	112	127	123
6,764	5,874	6,824	6,413	5,927
12,670	9,874	10,819	12,219	10,293
6,616	4,319	5,900	6,555	6,000
267,665	261,879	263,831	389,145	303,713
4,889	5,487	5,158	12,279	12,279

CITY OF NACOGDOCHES, TEXAS

CAPITAL ASSET STATISTICS BY FUNCTION

LAST TEN FISCAL YEARS
(UNAUDITED)

Function	2013	2014	2015	2016	2017
Public Safety:					
Police					
Stations	1	1	1	1	1
Patrol Units	34	34	34	34	34
Other Units	*	*	*	*	*
Fire					
Stations	5	5	5	5	5
Fire Engines	8	8	8	8	8
Highways and Streets:					
Streets					
Streets (miles)	146	146	146	146	146
Traffic Signals	2	2	2	2	2
Culture and Recreation:					
Parks and Recreation					
Parks	17	13	13	13	13
Splash Pads	-	-	-	-	-
Nature Trails	3	3	3	3	3
Tennis Courts	4	4	4	4	4
Water and Sewer:					
Water					
Water Wells	8	8	8	8	8
Water Main (miles)	324	324	324	324	324
Wastewater					
Sanitary Sewers (miles)	284	284	284	284	284
Sanitation:					
Refuse Collection					
Collection Trucks	13	13	13	13	13

Source: Various City Departments

* Indicates that information is not available.

TABLE 19

2018	2019	2020	2021	2022
1	1	1	1	1
34	34	34	44	46
*	*	*	29	34
5	5	5	5	5
8	8	8	10	12
146	146	146	146	146
2	2	2	2	2
13	13	13	13	13
-	-	1	2	2
3	3	3	3	3
4	4	4	4	-
8	8	8	9	9
324	324	324	324	324
284	284	284	284	284
13	13	13	13	13

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SINGLE AUDIT SECTION

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and
Members of the City Council
City of Nacogdoches, Texas

We have audited in accordance with the auditing standard generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund, the discretely presented component unit, and the aggregate remaining fund information of the City of Nacogdoches, Texas (the "City") as of and for the year ended September 30, 2022, and the related notes to the financial statements which collectively comprise the City of Nacogdoches, Texas' basic financial statements and have issued our report thereon dated May 1, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Patillo, Brown & Hill, L.L.P.

Waco, Texas
May 1, 2023

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE**

Honorable Mayor and
Members of the City Council
City of Nacogdoches, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Nacogdoches, Texas' (the "City") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2022. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
May 1, 2023

CITY OF NACOGDOCHES, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Federal Grantor/Pass-through Grantor/ Program Title	Federal Assistance Listing Number	Pass-through Entity Identifying Number	Federal Expenditures	Pass-through Expenditures
<u>U. S. Department of Justice</u>				
Direct Program:				
Equitable Sharing Program	16.922	TX1740200	146,614	-
Total Direct Program			<u>146,614</u>	<u>-</u>
Total U. S. Department of Justice			<u>146,614</u>	<u>-</u>
<u>U. S. Department of Treasury</u>				
Passed through Texas Division of Emergency Management:				
COVID-19 - Coronavirus Relief Fund	21.019	20-0003	123,862	-
Total Passed through Texas Division of Emergency Management			<u>123,862</u>	<u>-</u>
Total U. S. Department of Treasury			<u>123,862</u>	<u>-</u>
<u>U. S. Department of Homeland Security</u>				
Passed through Texas Division of Emergency Management:				
Disaster Grants - Public Assistance - TIFMAS	97.036	N/A	307,985	-
Disaster Grants - Public Assistance - 2021 Winter Storm	97.036	4586DR-TX	732,739	-
Total Passed through Texas Division of Emergency Management			<u>1,040,724</u>	<u>-</u>
Total U. S. Department of Homeland Security			<u>1,040,724</u>	<u>-</u>
Total Expenditures of Federal Awards			\$ <u>1,311,200</u>	\$ <u>-</u>

CITY OF NACOGDOCHES, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

SEPTEMBER 30, 2022

1. GENERAL

The Schedule of Expenditures of Federal Awards (SEFA) presents the activity of all applicable federal award programs of the City of Nacogdoches, Texas (the "City"). The City's reporting entity is defined in Note I of the financial statements. Federal awards received directly from federal agencies, as well as federal awards passed through other government agencies, are included on the SEFA.

2. BASIS OF ACCOUNTING

The SEFA is presented using the modified accrual basis of accounting. The City's significant accounting policies, including the modified accrual basis of accounting, are presented in Note 1 of the basic financial statements. The SEFA is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some of the amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

3. INDIRECT COSTS

The City did not elect to use a de minimis cost rate of 10% as described at 2 CFR §200.414(f)—Indirect (F&A) costs.

CITY OF NACOGDOCHES, TEXAS

SCHEDULE AND FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Summary of Auditor's Results

Financial Statements:

Type of auditor's report issued Unmodified

Internal control over financial reporting:

Material weakness(es) identified? No

Significant deficiency(ies) identified,
that were not considered a material weakness None

Material noncompliance to the
financial statements noted? None

Federal Awards:

Internal control over major programs:

Material weakness(es) identified? No

Significant deficiency(ies) identified,
that were not considered a material weakness None

Type of auditor's report on compliance
for major programs Unmodified

Any audit findings disclosed that are required
to be reported in accordance with 2 CFR 200.516(a)? None

Identification of major programs:

Assistance Listing Numbers: 97.036 Name of Federal Program or Cluster:
Disaster Grants - Public Assistance

Dollar threshold used to distinguish between type A
and type B programs \$750,000

Auditee qualified as low-risk auditee? Yes

**Findings Relating to the Financial Statements Which are Required to be Reported in
Accordance With Generally Accepted Government Auditing Standards**

None

Findings and Questioned Costs for Federal Awards

None

CITY OF NACOGDOCHES, TEXAS

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Item 2020-001 (Recurred as 2021-001): Payroll Segregation of Duties

Significant Deficiency in Internal Control Over Financial Reporting

Current Status: This matter has been resolved.

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PRESENTER: Alaina Helton, City Planner

ITEM/SUBJECT: Public Hearing: Consider a Zone Change for Lot 3, City Block 54 from B-2, General Business to R-3, Two Family District, and a Zone Change request for Lot 3-C, City Block 54 from A, Agriculture to R-3, Two Family District, located at 2603 John Richardson Road. This request has been submitted by Bryan Moore. Case File ZON2023-03. (City Planner)

SUMMARY/BACKGROUND: The request is a zone change for two adjoining lots (Lot 3 and Lot 3-C) to R-3, Two Family in order to make the zoning consistent with the zoning of the adjacent lots to the north and west. The R-3, Two Family district is intended for residential uses for single-family and two-family housing.

The zone change for Lot 3 is from B-2, General Business, to R-3, Two Family for approximately 8 acres located at 2603 John Richardson Road. Lot 3 is developed with a single family residence and a mobile home. The zone change for Lot 3-C is for the adjoining tract to the east for approximately 1 acre from A, Agriculture, to R-3, Two Family. The A, Agriculture district has a minimum lot size of two acres, so the current lot size does not meet the minimum requirements for the zoning district it's located in. Lot 3-C is currently undeveloped, and the applicant has stated that they intend to build a single family residence on the property.

Adjacent Land Use & Zoning

The subject properties are zoned B-2, General Business, and A, Agriculture. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North	Rural Development	R-3, Two Family	Undeveloped & Single Family
South (Across John Richardson Rd.)	Rural Development	B-2, General Business & A, Agriculture	Undeveloped & Middle School
East	Rural Development	A, Agricultural	Undeveloped
West	Rural Development	R-3, Two Family	Undeveloped & Single Family

The adjacent lots to the north are also zoned R-3, Two Family and owned by the applicant. The adjacent lot to the west is zoned R-3, Two Family and is owned by the applicant's relatives in a family trust. Property to the east is zoned A, Agriculture and mostly undeveloped with the exception of a single family residence located at the intersection of John Richardson Road and Crisp Road. Property to the south, across John Richardson Road, is zoned A, Agriculture and B-2, General Business and is mostly undeveloped with the exception of Mike Moses Middle School located off of Park Street.

STAFF REVIEW: Per Section 118.139 of the Nacogdoches Zoning Ordinance, the following conditions shall be considered when reviewing an application for zoning change:

Compatibility: The specific use will be compatible with and not injurious to the use and enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;

The area is sparsely populated with limited development, with the exception of a few single family and mobile home residences. The properties within the immediate vicinity are primarily undeveloped and zoned A, Agriculture, with some single family residential uses located to the west and along the north section of John Richardson Road.

Lot 3 is currently developed with a single family and mobile home residence, and is zoned B-2, General Business. Staff finds that the zone change request for this lot to R-3, Two Family is more appropriate for the area than B-2, and is more consistent with the existing zoning in the immediate area. The R-1 and R-2 Single Family zoning districts would also be appropriate for this area.

Lot 3-C is undeveloped, and the applicant has stated that they intend to build a single family residence on the property. The A, Agriculture district has a minimum lot size of two acres, so the current lot size one one acre does not meet the minimum requirements for the zoning district it's located in. Staff finds that the zone change request to R-3 is consistent with the existing zoning in the immediate area. The R-1 and R-2 Single Family zoning districts would also be appropriate for this area.

Orderly Growth and Development: The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;

The majority of the surrounding property is undeveloped, with the exception of a few single family residences on large tracks of land. The rezoning should not impede the orderly growth of adjacent properties.

Supporting Facilities: Adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;

The subject properties will take direct access from John Richardson Road, a local street which serves as direct access for other residential uses in the area. This is an older, more narrow road than typical residential streets, with 40 feet of right-of-way and a pavement width of approximately 16 feet. Due to the current configuration of the street, any new development would be limited to low-density uses unless the street is improved to increase current capacity.

This section of John Richardson Road has supporting water utilities via an 8 inch water line along John Richardson Road. There is currently no sewer line in the area and the existing single family residents have been approved for sewer septic systems. Because of the lack of city sewer utilities in the area, any new development would be required to extend city sewer utilities to the area, or would be limited to single family development on half-acre lots.

Drives and Parking: The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;

Future development will meet all current driveway and parking requirements.

Nuisances: Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

If the zone change is approved, future development will comply with City regulations regarding the prevention of offensive odor, fumes, dust, noise and vibrations.

Lighting: Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties;

If the zone change request is approved, any new outdoor lighting would be subject to the City's current standards, which requires light fixtures to utilize a down lighting design, and prohibits fixtures that directly project light in all directions.

Landscaping: Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided;

Single family and two-family construction is not subject to commercial district landscaping requirements.

Comprehensive Plan: The proposed use is in accordance with the comprehensive plan.

Future Land Use

Per the 2003 Comprehensive Plan, the Future Land Use Plan (FLUP) Map designates the subject property as *Rural Development*. This land use category is described as, "Sparsely-populated areas with limited development that are still distinct from more urbanized areas." This definition also includes areas that are gradually transitioning into urban uses and development.

Thoroughfare Plan

John Richardson Road is a local street that will serve as direct access for this property and the other residential uses in the area.

Land Use Policies, Goals & Objectives

The request fits into the Goals of the Comprehensive Plan by *Avoiding Undesirable Development Outcomes*, by ensuring compatible development when differing land use types or intensities are located in close proximity. The applicant has stated that the purpose of this request is to develop Lot 3-C as a single family residence, and make the zoning of both lots consistent with that of the adjacent lots to the north and west.

The B-2, General Business zoning district (located on Lot 3) is intended to accommodate those business activities that are oriented toward the automobile, or whose operations may require limited truck access and is generally located along major traffic arteries where strip business development exists. This zoning district is not appropriate for this area, and the change to R-3, Two Family will be much more compatible with the uses in the immediate vicinity. The R-1 and R-2 Single Family zoning districts would also be appropriate for this area.

NOTICES & COMMUNITY INPUT:

Staff mailed five (5) notices to property owners within the 200-foot notification area. To date, staff has received one (1) written response in favor of the zone change request.

This zoning application was also subject to the additional noticing practices that were approved by City Council in January, 2021. These include: a zoning sign located on the subject property; notices published on the City's webpage and social media platforms; and, mailed courtesy notices to property owners within 500 feet of the subject property. Staff mailed four (4) courtesy notices to property owners within the 500-foot notification area. To date, staff has received one (1) verbal response in favor of the zone change request.

RECOMMENDATION:**P&Z Recommendation**

The P&Z Commission heard this item on May 8, 2023, and after discussion amongst the Commission and with the applicant, voted unanimously (4-0) to approve the zone change request from B-2, General Business and A, Agriculture to the R-2, Single Family zoning district. While the original request was for a zone change to the R-3, Two Family district, the applicant has stated that they have no issues with the recommendation for the R-2, Single Family district.

Staff Recommendation

Staff supports the recommendation of the P&Z Commission to approve the zone change request to the R-2, Single Family district.

FINANCIAL:

No financial impact associated with this item

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

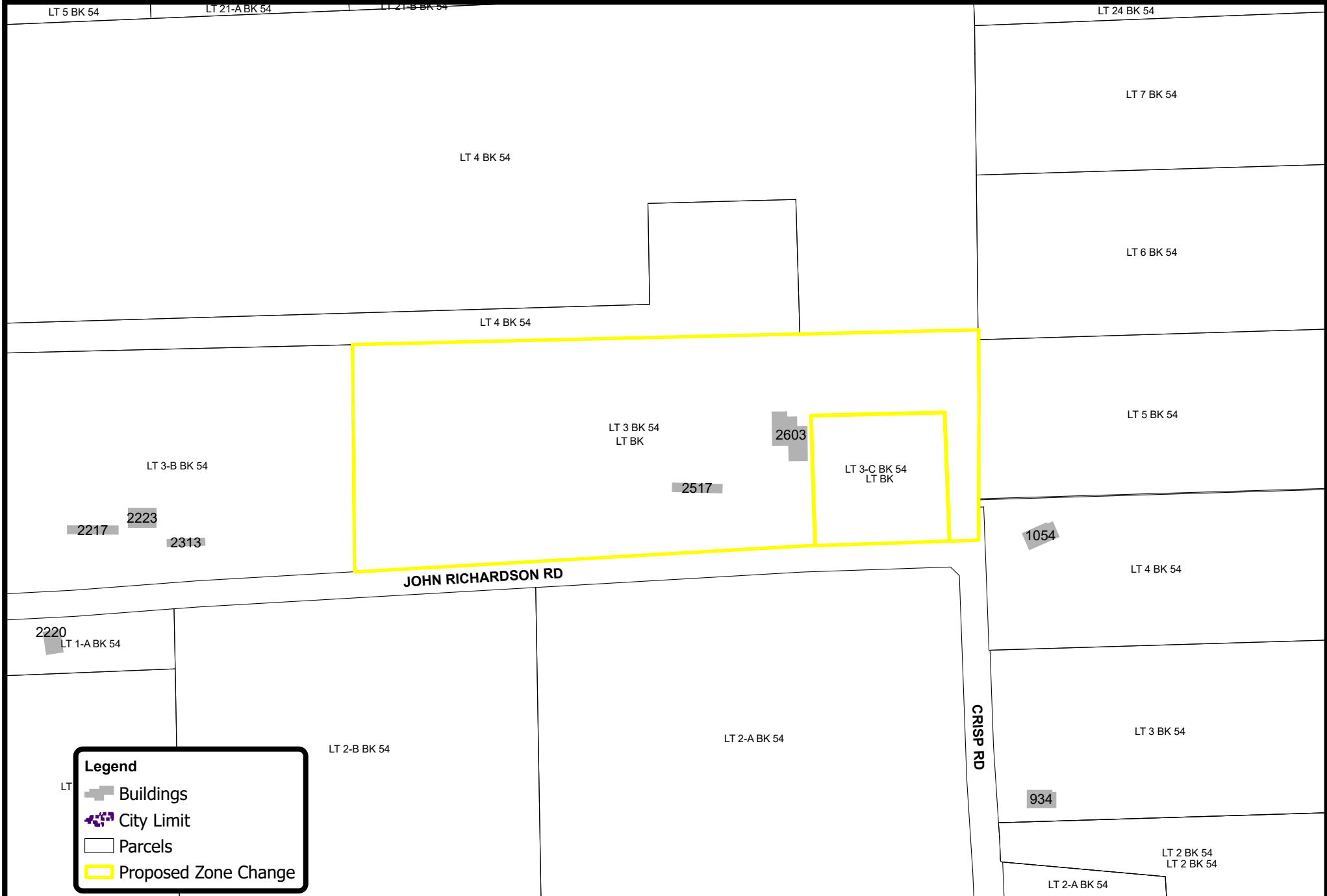
Neighborhood Revitalization and Attainable Housing

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

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Zoning Map (Original Request)
4. Zoning Map (P&Z Recommendation)
5. Future Land Use Map
6. Notification Map
7. Response Letter
8. Site Photos
9. Ordinance (R-2 District)
10. Ordinance (R-3 District)

Location Map ZON2023-03



Aerial Map ZON 2023-03



0 80 160 240 320 Feet

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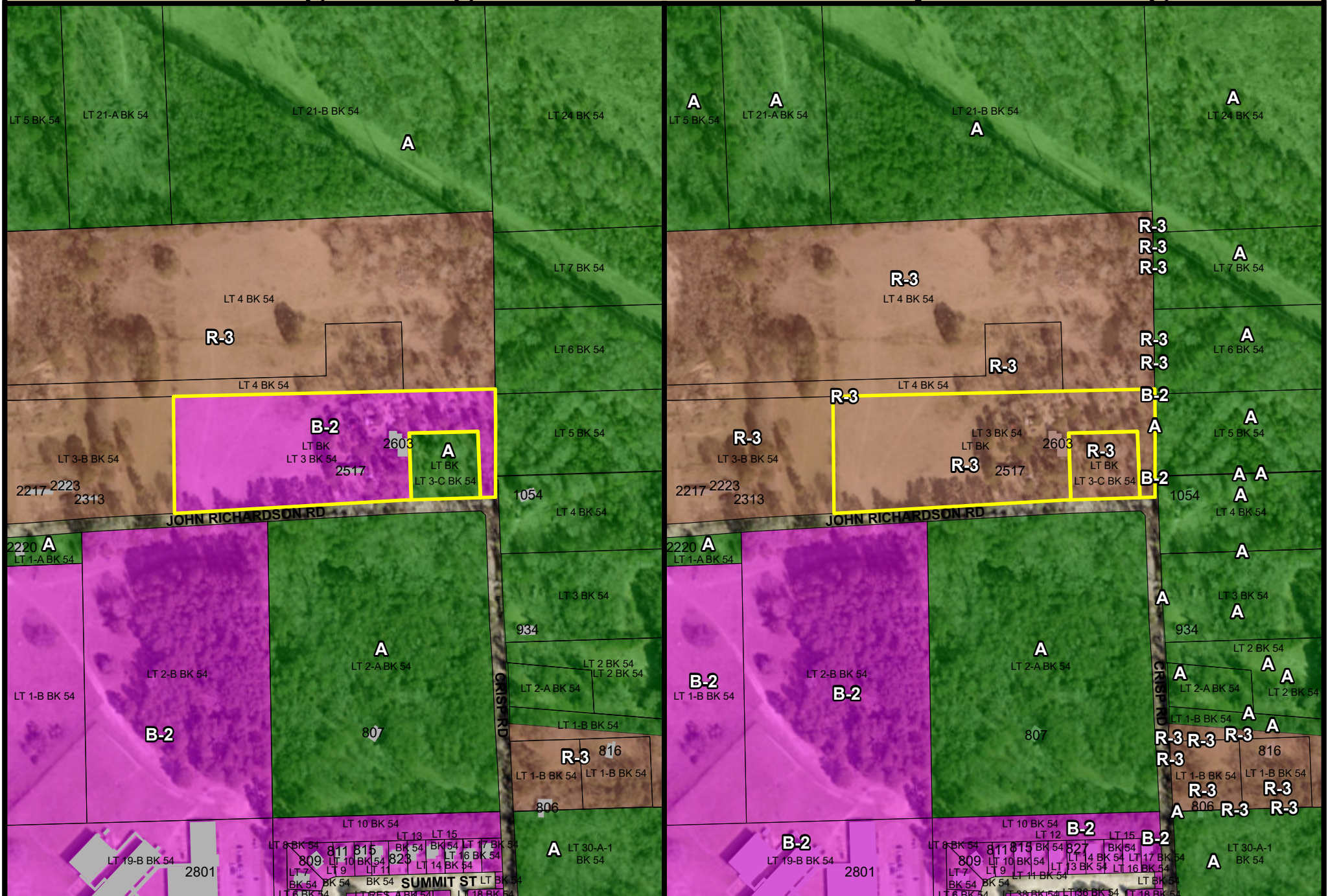
Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Nacogdoches
We don't leave no one.
Engineering Department
GIS Division

Existing Zoning

ZON2023-03

Proposed Zoning

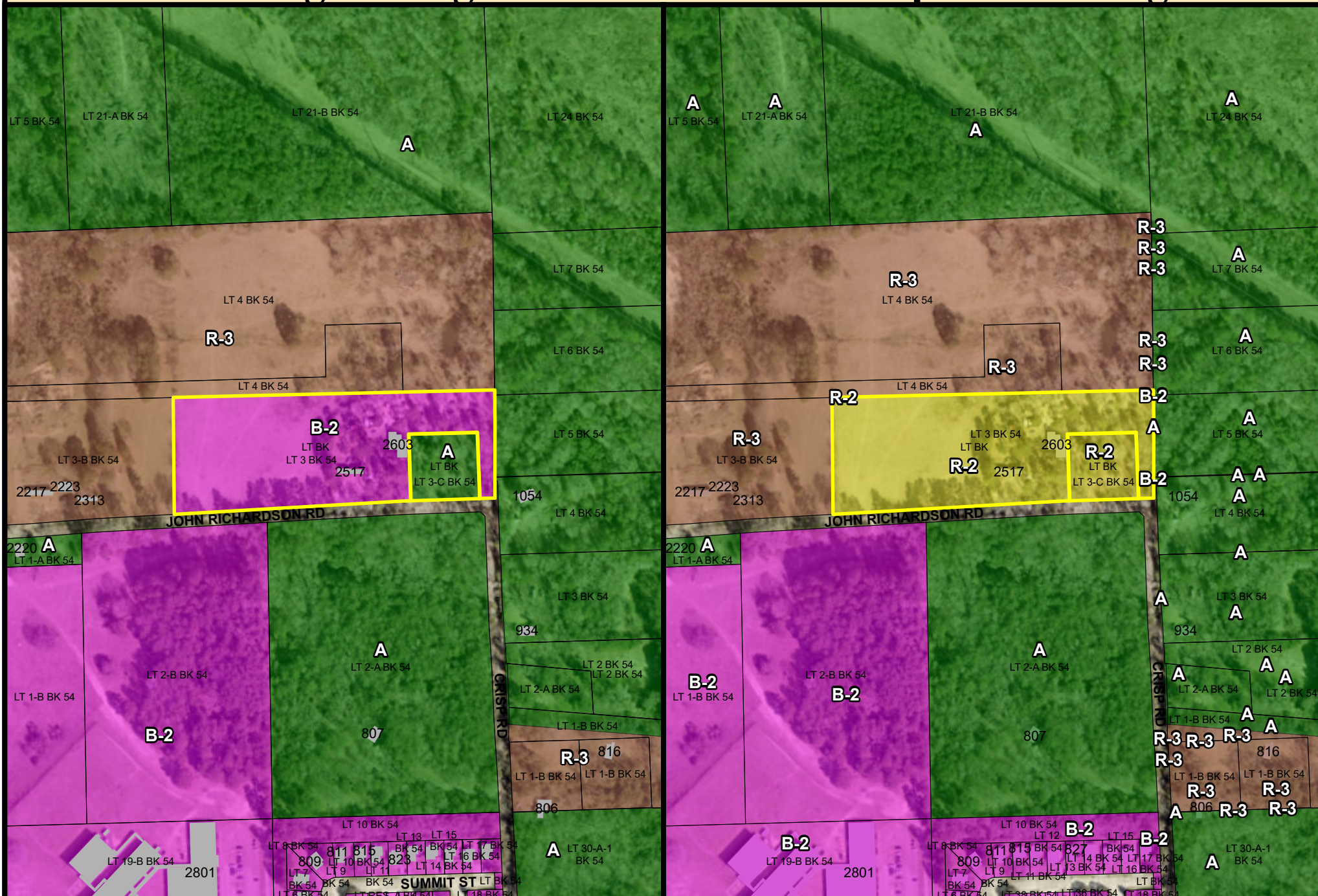


0 160 320 480 640 Feet

Date Created: 03/28/23 09:58 | Document Generated Automatically

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

Proposed Zoning



A horizontal number line with tick marks at 0, 160, 320, 480, and 640. The unit is labeled as "Feet".

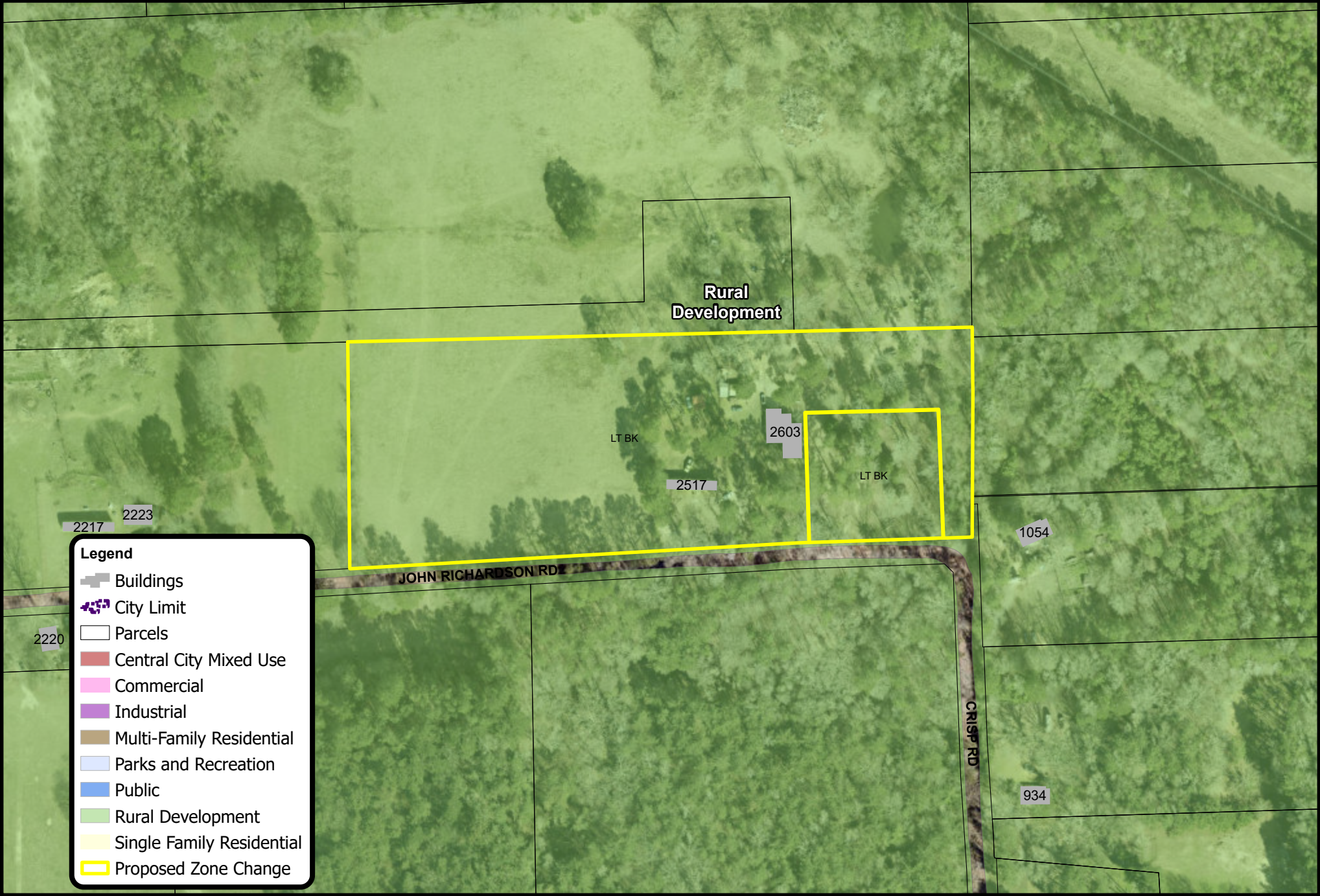
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Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location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

Nacogdoches
the oldest town in Texas

Engineering Department
CIS Division

Future Land Use Map ZON 2023-03



0 80 160 240 320 Feet

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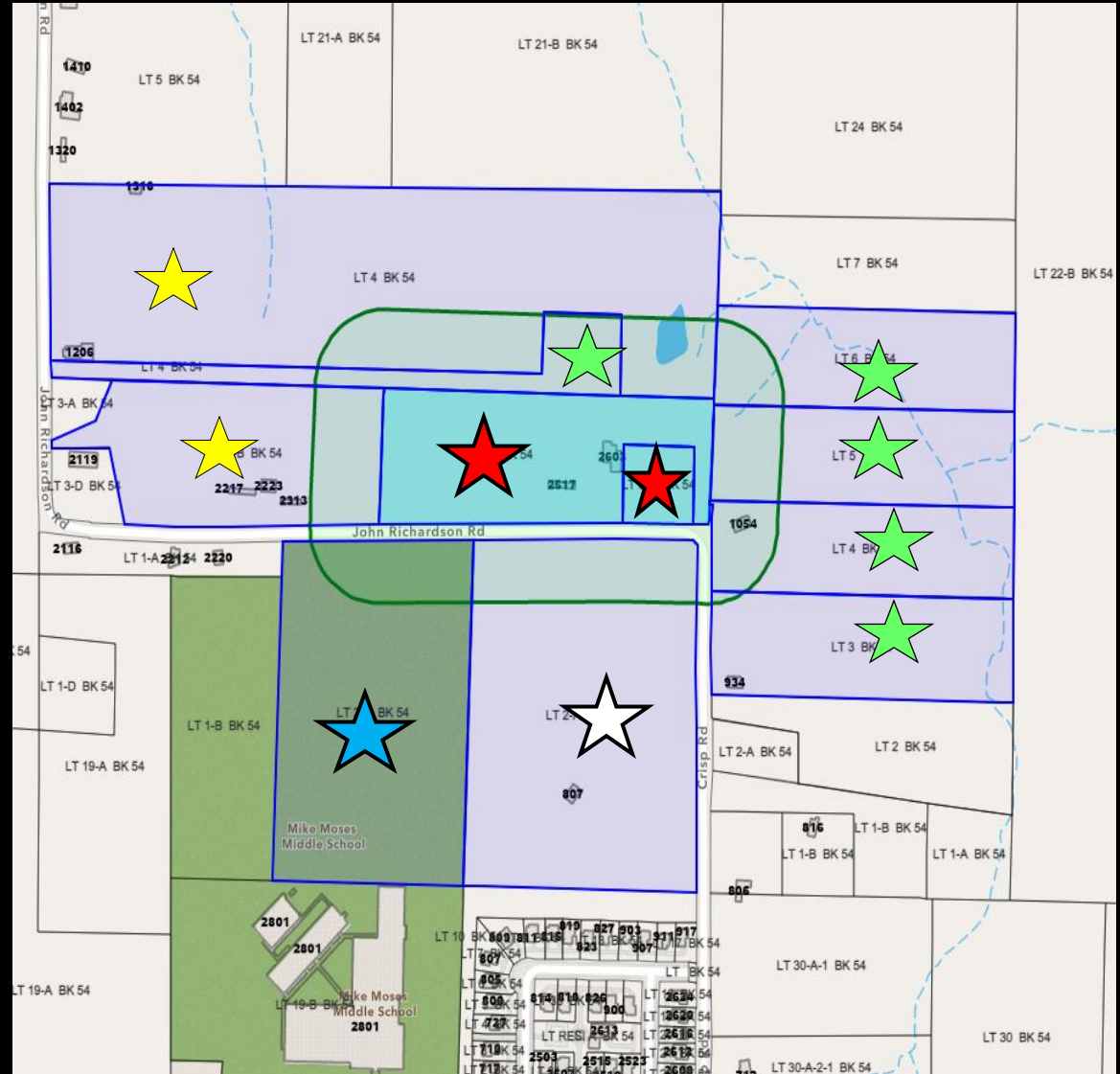
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200 Foot Notification Map

ZON2023-03: John Richardson Rd

Legend

-  200 Foot Buffer
-  Proposed Zone Change
-  Single Family-Owner Occupied
-  Agriculture
-  Undeveloped/ Vacant
-  Nacogdoches ISD



Project Number: ZON2023-03

Please circle one:



In favor of request

☐ Opposed to request

Comments:

Signature:

Printed Name:

Curtis Jean Mallory (maiden name- Yarbrough)

Street Address:

3529 Texas Trail

City, State and Zip Code:

Hurst, Texas 76054

Phone Number:

817-658-5027

Email Address:

curtis.mallory@sbcglobal.net

Physical Address of Property within 200 Feet:

1054 Crisp Road, Nacogdoches TX
75961

City of Nacogdoches

202 E. Pilar – PO Drawer 635030 – Nacogdoches, TX 75963

936-559-2574 Fax 936-559-2910 www.nactx.us

Home of Stephen F. Austin State University www.sfasu.edu

ZON2023-03 Site Photos

Subject Property (Lot 3)



Subject Property (Lot 3-C)

Undeveloped



Property frontage along John Richardson Road



Residential uses in the area



ORDINANCE NO. 1968-05-23

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM B-2, GENERAL BUSINESS TO R-2, SINGLE FAMILY FOR APPROXIMATELY 8 ACRES OF LAND, BEING LOT 3, CITY BLOCK 54, GENERALLY LOCATED AT 2603 JOHN RICHARDSON ROAD; AND, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM A, AGRICULTURE TO R-2, SINGLE FAMILY FOR APPROXIMATELY 1 ACRE OF LAND, BEING LOT 3-C, CITY BLOCK 54, GENERALLY LOCATED AT THE INTERSECTION OF CRISP ROAD AND JOHN RICHARDSON ROAD, LOCATED IN NACOGDOCHES, TEXAS; CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Zoning Ordinance of the City of Nacogdoches allows the City Council to amend the official zoning map; and

WHEREAS, the property described above and depicted in “**Exhibit A**” is currently zoned B-2, General Business and A, Agriculture; and

WHEREAS, the property owner has requested the zoning classification of said property to be changed to R-2, Single Family; and

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

WHEREAS, the City Council now deems it appropriate to grant such requested change in classification.

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

SECTION I

Findings.

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

SECTION II

Approval of Zoning Change

Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, a change in Zoning Classification from B-2, General Business and A, Agriculture to R-2, Single Family is hereby approved by the City Council.

SECTION III

Repeal

This Ordinance shall in no manner repeal, amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting change in Zoning Classification as herein provided.

SECTION IV

Effective Date

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

SECTION V

Severability

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

SECTION VI

Proper Notice and Open Meetings

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

SECTION VII

Filing

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

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

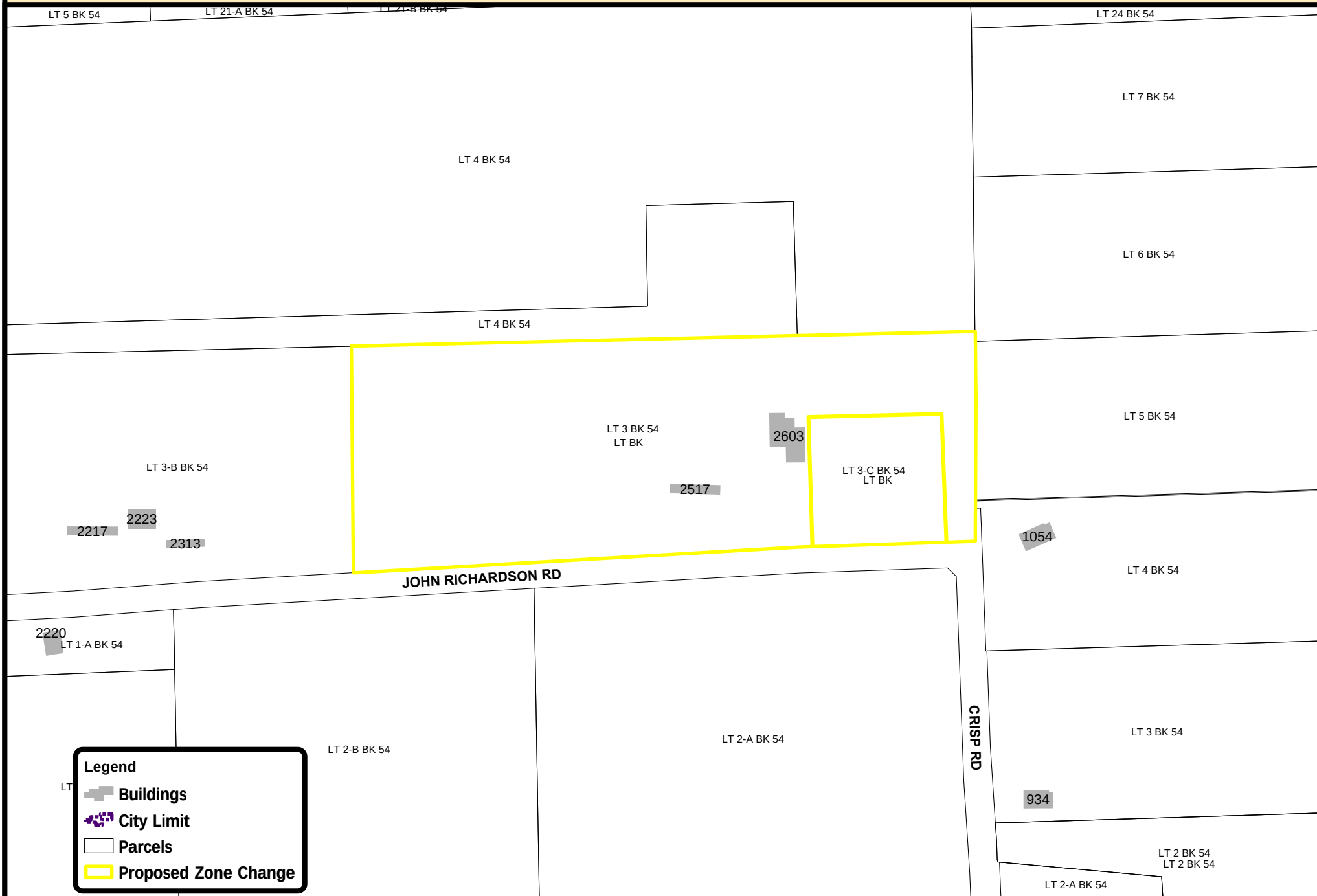
JAN VINSON, City Secretary

STEVEN KIRKLAND, City Attorney

APPROVED AS TO CONTENT:

ALAINA HELTON, City Planner

Exhibit A: ZON2023-03



ORDINANCE NO. 1968-05-23

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM B-2, GENERAL BUSINESS TO R-3, TWO FAMILY FOR APPROXIMATELY 8 ACRES OF LAND, BEING LOT 3, CITY BLOCK 54, GENERALLY LOCATED AT 2603 JOHN RICHARDSON ROAD; AND, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM A, AGRICULTURE TO R-3, TWO FAMILY FOR APPROXIMATELY 1 ACRE OF LAND, BEING LOT 3-C, CITY BLOCK 54, GENERALLY LOCATED AT THE INTERSECTION OF CRISP ROAD AND JOHN RICHARDSON ROAD, LOCATED IN NACOGDOCHES, TEXAS; CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Zoning Ordinance of the City of Nacogdoches allows the City Council to amend the official zoning map; and

WHEREAS, the property described above and depicted in “**Exhibit A**” is currently zoned B-2, General Business and A, Agriculture; and

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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:

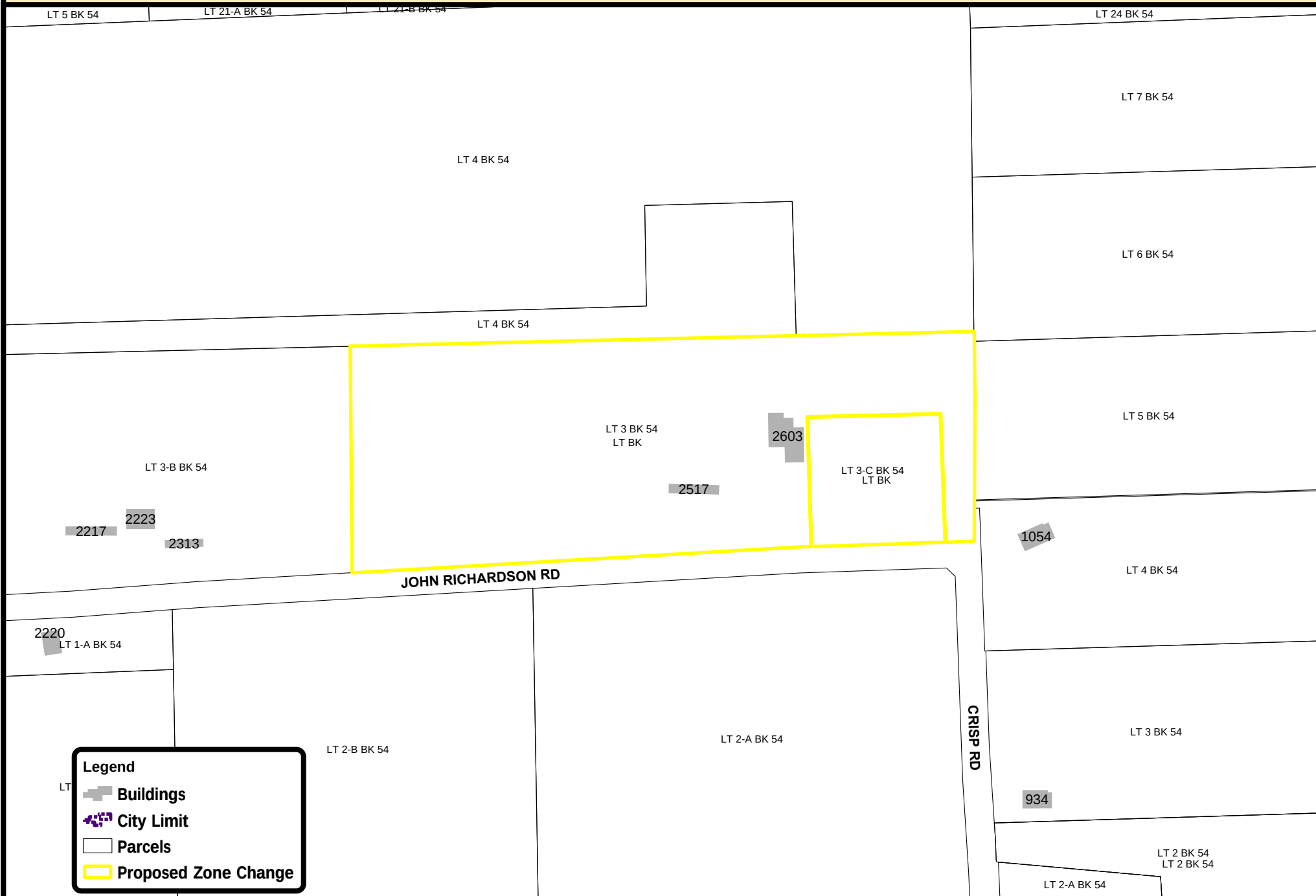
JAN VINSON, City Secretary

STEVEN KIRKLAND, City Attorney

APPROVED AS TO CONTENT:

ALAINA HELTON, City Planner

Exhibit A: ZON2023-03



PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider approval of a fee schedule for rental of pickleball courts.
(Community Services Director)

SUMMARY/BACKGROUND: Pickleball has quickly become one of the fastest growing sports in the nation and that popularity has carried over into Nacogdoches, Texas. The Community Services Department has worked with several local organizations, companies and donors to create multiple pickleball courts throughout Nacogdoches.

With the addition of 6 multiuse courts at Banita Creek Park and 12 dedicated pickleball Courts at Maroney Park we now have the capacity to host and allow pickleball tournaments and pickleball court rentals.

Recreation Division staff conducted research on pickleball rental prices in our region and in other similar communities in order to propose a fair market rental price for the Nacogdoches community. City staff reached out to Tyler, Arlington, Palestine, Lufkin, Texarkana, Fort Worth and Longview as well as several cities in Utah with thriving pickleball communities. Many cities have pickleball programs that are run or administered by private athletic clubs or gyms and do not have pickleball court rental information. Those that do rent their facilities provided us with their pricing.

The proposed fee schedule was presented to the Parks and Recreation Advisory Board on Wednesday, May 3rd, and they voted to approve the proposed fee schedule:

Banita Creek Park (6 courts) - \$75 for a full day rental
Maroney Park (6 courts) - \$100 for a full day plus \$50 for each additional day
(12 courts) - \$200 for a full day plus \$100 for each additional day

The Parks and Recreation Advisory Board asked that staff track rentals to help determine if the fee needs to be adjusted in the future.

FINANCIAL:

Item is estimated to generate additional revenue in the future.

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

Community Engagement/Diverse Environment

CITY CONTACT: Brian W. Bray, Community Services Director
brayb@nactx.us
936-559-2940

- ATTACHMENTS:**
1. Parks Board Minutes 5-3-23
 2. Pickleball Pricing Proposal
 3. PowerPoint Presentation



Minutes Exerpt

MINUTES

May 3, 2023 at 4:00 P.M. – In person Meeting

Members Present: Mark Sowell, Abby Echeverria, Dawn Stover, Christy Turner, Charles Gregory, Lauren Tyler

Member joined by phone: Michael Montes

Members Absent: Charles Tutt, Angela Williams, Rodney Ray

Others Present: Brian W. Bray, Tommy Stanley, Joy Palmer, Cecilia Sarmiento

4. Discuss and consider a fee schedule for pickleball courts.

Bray explains Maroney Park pickleball court fee schedule. Sarmiento explains the prices. City staff contacted other cities for comparison, but many do not have municipal owned pickleball courts, especially those in East Texas; Utah had the best information. Sowell inquired about what a typical tournament entry fee would be and suggested a per entrant fee as opposed to a set tournament fee. Gregory suggested having both an upfront fee and per entrant. Tyler prefers the set price. Bray responded to Sowell's concerns of individuals renting the pickleball courts, stating that rentals would only be available for tournaments and would require tournament approval. Bray responded to Tyler's pricing questions about Banita Creek Park multi-use courts, stating the price difference is due to Banita Creek Park only having 2 permanent nets. City staff explained the permit process. The number of courts needed for a tournament would depend on the tournament and the suggested number of tournaments would be about 12 weekends a year. Tyler inquired if these fees would pay for necessary upkeep; Bray explained there is no way that these fees could cover the cost of the upkeep. Gregory inquired about adjusting the cost in the future. Bray said yes, all fees are periodically set and amended and staff is just looking for a starting point. Tyler and Turner believe that the fees are a good starting point and Stover and Gregory suggested a set fee and a price per participant. Montes inquired about any insurance needed which Bray responded is covered through the festival permit process. All fees are periodically set and amended therefore future changes in fees are possible. There was consensus that after several tournaments, the board would review the fee schedule, number of tournament requests and number of participations to see if the fees needed to be adjusted. Tyler motioned to accept the current pickleball fee schedule. Turner seconded, all approved, motion passed.



PROPOSED Pickleball Fee Schedule

Market Research

City staff reached out to the following communities inquiring about Pickleball Court rental rates and tournament hosting fees:

- Longview, TX
- St. George, Utah
- Brigham City, Utah
- Tyler, TX
- San Antonio, TX
- Dallas, TX
- Ft. Worth, TX
- Arlington, TX
- Palestine, TX
- Lufkin, TX
- Texarkana, TX

In many of these cities Pickleball communities were centered around athletic clubs and gyms rather than municipal run pickleball courts. The cities listed below rented pickleball courts and hosted tournaments.

City	# of Courts	Time Frame	Rental Rate
Longview	6	Full day	\$155.00
St. George, Utah	20	Per hour	\$10 resident/ \$15 non-resident
<i>(Professional rate)</i>		<i>Half day</i>	<i>\$90 per court</i>
		<i>Full day</i>	<i>\$120 per court</i>
Brigham City, Utah	24 courts	Half day	\$80 (4 courts) - \$400 (24 courts)
		Full day	\$240 (4 courts) - \$1,200 (24 courts)



PROPOSED Pickleball Fee Schedule

Proposal

Based on market research and current pricing schedules used by the Community Services Department we are proposing the following rental pricing:

Location	# of Courts	Time Frame	Rental Rate
Banita Creek Park	6 courts + pavilion	Full day	\$75
Maroney Park	6 courts	Full day	\$100 (+\$50 for each additional day)
	12 courts	Full day	\$200 (+\$100 for each additional day)

Proposed Pickleball Fee Schedule

Market Research

City	# of Courts	Time Frame	Rental Rate
Longview	6	Full day	\$155.00
St. George, Utah	20	Per hour	\$10 resident/ \$15 non-resident
<i>(Professional rate)</i>		<i>Half day</i>	<i>\$90 per court</i>
		<i>Full day</i>	<i>\$120 per court</i>
Brigham City, Utah	24 courts	Half day	\$80 (4 courts) - \$400 (24 courts)
		Full day	\$240 (4 courts) - \$1,200 (24 courts)

Other Cities Contacted: Tyler, San Antonio, Dallas, Ft. Worth, Arlington, Palestine, Lufkin and Texarkana

Proposed Rental Rates

Location	# of Courts	Time Frame	Rental Rate
Banita Creek Park	6 courts + pavilion	Full day	\$75
Maroney Park	6 courts	Full day	\$100 (+\$50 for each additional day)
	12 courts	Full day	\$200 (+\$100 for each additional day)

PRESENTER: Steve Bartlett, Public Works Director

ITEM/SUBJECT: Receive a report, hold a discussion and give staff direction regarding repairs to the City Hall roof and the replacement of mechanical HVAC systems. (Director of Public Works)

SUMMARY/BACKGROUND: The roof system on the City Hall building is in poor condition with several significant leaks. The FY 22-23 budget currently has \$200,000 programmed for roof replacement.

Army Curtis, AIA was hired to prepare plans and specifications for the roof replacement project. During the course of his work, he noted that all of our roof top air conditioning units would need to be removed using a crane and reset after the new roof was installed. A number of these units, as well as others throughout the building, are old and experience repeated failures. The southern portion of the 3rd floor has had to use portable air conditioners many times over the past few years while we waited for air conditioning repairs. Mr. Curtis was asked to have a mechanical engineer consultant evaluate all of our HVAC systems, including interior air handlers and external condenser units. A copy of that evaluation is attached. Many of the units are near the end-of-life and are recommended for replacement. Since the roof top units will have to be removed for roof repairs, it prompts the discussion about replacing them at this point in time. The cost for replacing some or all of our HVAC units was not budgeted as part of the roof repair.

Temporary repairs have successfully been made to the roof to arrest major leaks, but new roofing and water proofing will still be needed soon. Staff is seeking guidance about the funding, schedule, and scope for this project.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. City Hall Roof Report
2. PowerPoint Presentation

March 1, 2023

Steve Bartlett, P.E.
City of Nacogdoches—Department of Engineering
202 East Pilar Street
Nacogdoches, TX 75961

Re: City of Nacogdoches—City Hall Re-Roofing / HVAC Replacement

Dear Mr. Bartlett,

Over the past several months, we have been working at identifying the conditions surrounding the City Hall roof after reports of leaks. The roof was found to be in the last stages of its useful life and a design was done to replace the roof in its entirety. In addition, it was found that the waterproofing coating installed at the time of the last renovation on the exterior walls was cracking and failing at the top of the roof parapet at several locations, letting water behind it. At the same time, the mechanical units were noted as being equally old and at the request of your Department, a study was conducted to review the status and conditions of the mechanical system across the building. As the attached report points out and as we observed in the field, the mechanical system in all parts of the building are at or past their normal life span.

Below is a summary of the costs associated with this scope of work. One item that has not been completely ironed out is the potential of Fire Alarm work that may be required. We can discuss that in more detail as the project moves forward. It should also be noted that the project is being presented as a TIPS proposal under one prime contractor, Reneau Roofing.

- Total project cost include the following items:

-	Re-Roofing	\$209,000.00
-	HVAC Mechanical Replacement	\$530,000.00
-	Waterproofing	\$50,000.00
-	A/E Design Fees	\$40,500.00
-	Owner Allowance and Contingency	\$40,000.00

Total Project Cost: \$869,500.00

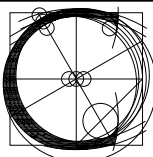
Allowance items noted above include restoration of finishes and ceiling as necessary, and any unforeseen conditions that may be encountered.

I'd be happy to discuss this in greater detail at your convenience. If you have any questions regarding this memo, please feel free to contact me.

Sincerely,



Army Curtis, AIA
Curtis Architecture



CURTIS ARCHITECTURE
acurtis@curtisarchitecture.net

412 North St.
Nacogdoches, TX 75961

936-559-9233
936-569-9465 F

RENEAU ROOFING & SHEET METAL, INC.

P.O. Box 100

Garrison, Texas 75946

Phone: 936-347-2369 Fax: 936-347-2075

PROPOSAL

To: Army Curtis TIPS: 180702

Project: Re-Roofing Nacogdoches City Hall

We propose the following:

- **Tear off / haul off existing roofing**
- **Furnish/install ½” HD ISO over existing roofing**
- **Furnish and install Sarnafil PVC roofing**
- **Furnish and install (2) new drains**
- **Furnish and install metal coping**
- **Furnish / install new perimeter guard**
- **Furnish and install new 24ga. pre-finished gutter and downspout**
- **Furnish and install new pipe supports under gas line**
- **Furnish and install new Bilco S20 Roof Hatch**
- **Furnish and install (2) new roof ladders (as shown)**
- **20YR Manufacturers Warranty**

Total Price: \$209,000

Alt:

- **To install 1/2” HD ISO over existing roof. Install Sarnafil PVC roofing and receive same 20YR warranty.**

○ **Total Price:\$172,000**

Jackson Sheffield, Estimator

11.15.2022

Date

TDR CONTRACTORS, INC.

**P. O. Box 1003
Gilmer, Texas 75644**

**Physical Address:
1523 W. Tyler St.
Gilmer, Texas 75644**

**Phone 903-843-5543
Fax 903-843-5544**

**Nacogdoches City Hall HVAC Renovation
HVAC Report and Proposal for Mechanical Services
2-28-2023**

TDR Contractors, Inc. (TDR) provides the following observations and notes on the existing HVAC systems serving the Nacogdoches City Hall. During our site visit, it was noted that the existing roofing system needed replacement due to leaks and damage caused by recent inclement weather. The primary goal for TDR was to assess the condition of the existing HVAC systems and make recommendations for either removing and reinstalling existing equipment as required for new roofing work, or to replace existing systems during the re-roofing project.

The existing building includes a ground floor, first floor, second floor and third floor, all of which are served by various mechanical systems. Outline of the existing systems per floor below:

GROUND FLOOR

- North portion of ground floor is served by a 2-1/2 Ton direct expansion air handling unit with electric heat located in mechanical closet with condensing unit located in alley space between buildings.
 - Date of manufacture for condensing unit – 2010
 - Date of manufacture for air handling unit – 2010
- South portion of ground floor is served by two 5 Ton direct expansion air handling units with electric heat located in mechanical closet with condensing units located in mechanical yard space at south side of building.
 - Date of manufacture for condensing units – 2010, 2011
 - Date of manufacture for air handling units – 2010, 2010

FIRST FLOOR

- Northeast portion of first floor is served by 5 Ton direct expansion air handling unit with electric heat located in mechanical closet with condensing unit located on low roof.
 - Date of manufacture for condensing unit – 2010
 - Date of manufacture for air handling unit – 2010
- Northwest portion of first floor is served by 7-1/2 Ton direct expansion air handling unit with electric heat located above ceiling with condensing unit located on low roof.
 - Date of manufacture for condensing unit – 2010
 - Date of manufacture for air handling unit – 2010
- South portion of first floor is served by 10 Ton direct expansion multizone air handling unit with five electric duct heaters located in mechanical closet and condensing unit in mechanical yard at south side of building.
 - Date of manufacture for condensing unit – 2011
 - Date of manufacture for air handling unit – 2000

SECOND FLOOR

- North portion of second floor is served by three 5 Ton direct expansion air handling units ducted together into single air distribution system with electric duct heater located in mechanical closet with condensing units located on low roof.
 - Date of manufacture for condensing units – 2010, 2010, 2010
 - Date of manufacture for air handling units – 2010, 2010, 2010
- South portion of first floor is served by 10 Ton direct expansion multizone air handling unit with five electric duct heaters located in mechanical closet and condensing unit in mechanical yard at south side of building.
 - Date of manufacture for condensing unit – 2011
 - Date of manufacture for air handling unit – 2000

THIRD FLOOR

- North portion of third floor is served by three separate 5 Ton direct expansion rooftop units with gas heat.
 - Date of manufacture for rooftop units – 2005, 2009, 2009
- South portion of first floor is served by 10 Ton direct expansion multizone air handling unit with five electric duct heaters located in mechanical closet and condensing unit in mechanical yard at south side of building.
 - Date of manufacture for condensing unit – 2011
 - Date of manufacture for air handling unit – 2000
- IT closet/server room located on third floor is served by two dedicated 3 Ton direct expansion air handling units located in server room with condensing units on high roof.
 - Date of manufacture for condensing units – 2012, 2021
 - Date of manufacture for air handling units – 2012, 2021

ROOF

- The roof includes four down blast general exhaust fans serving bathrooms, janitor closets, and elevator machine room/hoistway.
 - Date of manufacture for exhaust fans – 2000, 2000, 2000, 2000
- The roof also includes a single filtered supply fan which provides ventilation air to the three multizone air handlers serving south portion of first, second, and third floors
 - Date of manufacture for supply fan – 2000

Recommended Mechanical scope of work:

Recommendations for unit replacement based on ASHRAE equipment life expectancy chart, pertinent equipment life expectancy outlined below:

- Ventilating roof-mounted fans – 20 years
- Roof-top air conditioners – 15 years
- Split air conditioners – 15 years

GROUND FLOOR

- One 2-1/2 Ton split system replaced like for like
 - Equipment near life expectancy, recommend replacement
 - Proposed AC-G-1 unit cutsheet attached for reference
 - Re-use existing refrigerant pipe, ductwork, condensate
 - Re-use electrical service
- Two 5 Ton split system replaced like for like
 - Proposed equipment AC-G-2 and AC-G-3 attached for reference
 - Re-use existing refrigerant pipe, ductwork, condensate
 - Re-use electrical service

FIRST FLOOR

- One 2-1/2 Ton split system replaced like for like
 - Equipment near life expectancy, recommend replacement
 - Proposed AC-1-1 unit cutsheet attached for reference
 - Re-use existing refrigerant pipe, ductwork, condensate
 - Re-use electrical service
- One 7-1/2 Ton split system replaced like for like
 - Equipment near life expectancy, recommend replacement
 - Proposed AC-1-2 unit cutsheet attached for reference
 - Re-use existing refrigerant pipe, ductwork, condensate
 - Re-use electrical service
 - Provide new outside air ductwork up to louver in second floor mechanical room
 - Current installation does not appear to have ventilation air delivered to unit as shown in existing design documents
- One 10 Ton multizone air handling unit and duct heaters replaced with heat pump VRF system
 - Equipment past life expectancy, recommend replacement
 - Proposed unit cutsheets attached for reference
 - ODU-1: 10 Ton
 - IDU 1-1: 3 Ton
 - IDU 1-2: 2-1/2 Ton
 - IDU 1-3: 1-1/2 Ton
 - IDU 1-4: 2-1/2 Ton
 - IDU 1-5: 1 Ton
 - New electrical distribution required
 - Condensing unit relocated to roof, route through new penetration over mechanical rooms
 - New outside air ductwork from riser to individual units, provide insulation on existing duct riser
 - New refrigerant piping
 - New condensate piping
 - VRF system eliminates need for duct heater

SECOND FLOOR

- Three 5 Ton split systems replaced with heat pump VRF system
 - IDU 2N-A: 4-1/2 Ton
 - IDU 2N-B: 4-1/2 Ton
 - IDU 2N-C: 4-1/2 Ton
 - ODU-2N: 14 Ton
 - New outside air louver to be installed in mechanical room
 - Existing louver has been modified with blank-offs and is utilized as pathway for refrigerant piping and electrical conduit. We do not expect code required ventilation air levels are being provided for the spaces served by these units with current installation
 - New refrigerant piping and electrical routed through new core drilled holes in exterior of building from low roof
 - VRF system eliminates need for duct heater

SECOND FLOOR (continued)

- One 10 Ton multizone air handling unit and duct heaters replaced with heat pump VRF system
 - Equipment near or past life expectancy, recommend replacement
 - Proposed unit cutsheets attached for reference
 - IDU 2-1: 3 Ton
 - IDU 2-2: 3 Ton
 - IDU 2-3: 1 Ton
 - IDU 2-4: 1-1/2 Ton
 - IDU 2-5: 1-1/2 Ton
 - ODU-2: 10 Ton
 - New electrical distribution required
 - Condensing unit relocated to roof, route through new penetration over mechanical rooms
 - New outside air ductwork from riser to individual units, provide insulation on existing duct riser
 - New refrigerant piping
 - New condensate piping
 - VRF system eliminates need for duct heater

THIRD FLOOR

- Two 3 Ton direct expansion air handling unit serving it room existing to remain
- Three 5 Ton gas/electric rooftop units replaced like for like
 - Equipment near or past life expectancy, recommend replacement
 - Proposed unit cutsheets attached for reference
 - RTU-3-1
 - RTU-3-2
 - RTU-3-3
 - New gas piping on roof
 - New condensate piping on roof
 - New curbs
 - Re-use electrical feeders
 - New exterior disconnects
- One 10 Ton multizone air handling unit and duct heaters replaced with heat pump VRF system
 - Equipment near or past life expectancy, recommend replacement
 - Proposed unit cutsheets attached for reference
 - IDU 3-1: 3 Ton
 - IDU 3-2: 1 Ton
 - IDU 3-3: 2-1/2 Ton
 - IDU 3-4: 1-1/2 Ton
 - IDU 3-5: 2-1/2 Ton
 - ODU-3: 10 Ton
 - New electrical distribution required
 - Condensing unit relocated to roof, route through new penetration over mechanical rooms
 - New outside air ductwork from riser to individual units, provide insulation on existing duct riser
 - New refrigerant piping
 - New condensate piping
 - VRF system eliminates need for duct heater

ROOF

- Four Exhaust fans replaced like for like
 - Equipment past life expectancy, recommend replacement
- One Supply fan replaced like for like
 - Equipment past life expectancy, recommend replacement

Excludes:

- Sales Tax
- Fire Alarm
- Roofing
- Structural Modifications

Mechanical Budget Proposal: \$530,000.00

Thanks,

Matt Jackson, PE
Estimator/Project Manager
(903) 520-8590



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-1
Quantity: 1

1.5 - 5 Ton Unitary Split System

Unit Overview			
System Type	A/C with Air Handler		
Outdoor Unit Model	4TTR4	Indoor Unit Model	TE
Outdoor Unit Nominal Capacity	030	Indoor Unit Nominal Capacity	2.5 Ton air handler

AHRI Data	
AHRI Reference Number	208154761
Airflow @ AHRI	870 cfm
Capacity @ AHRI	32000.00 Btuh
EER @ AHRI	12.0
SEER @ AHRI	14.60

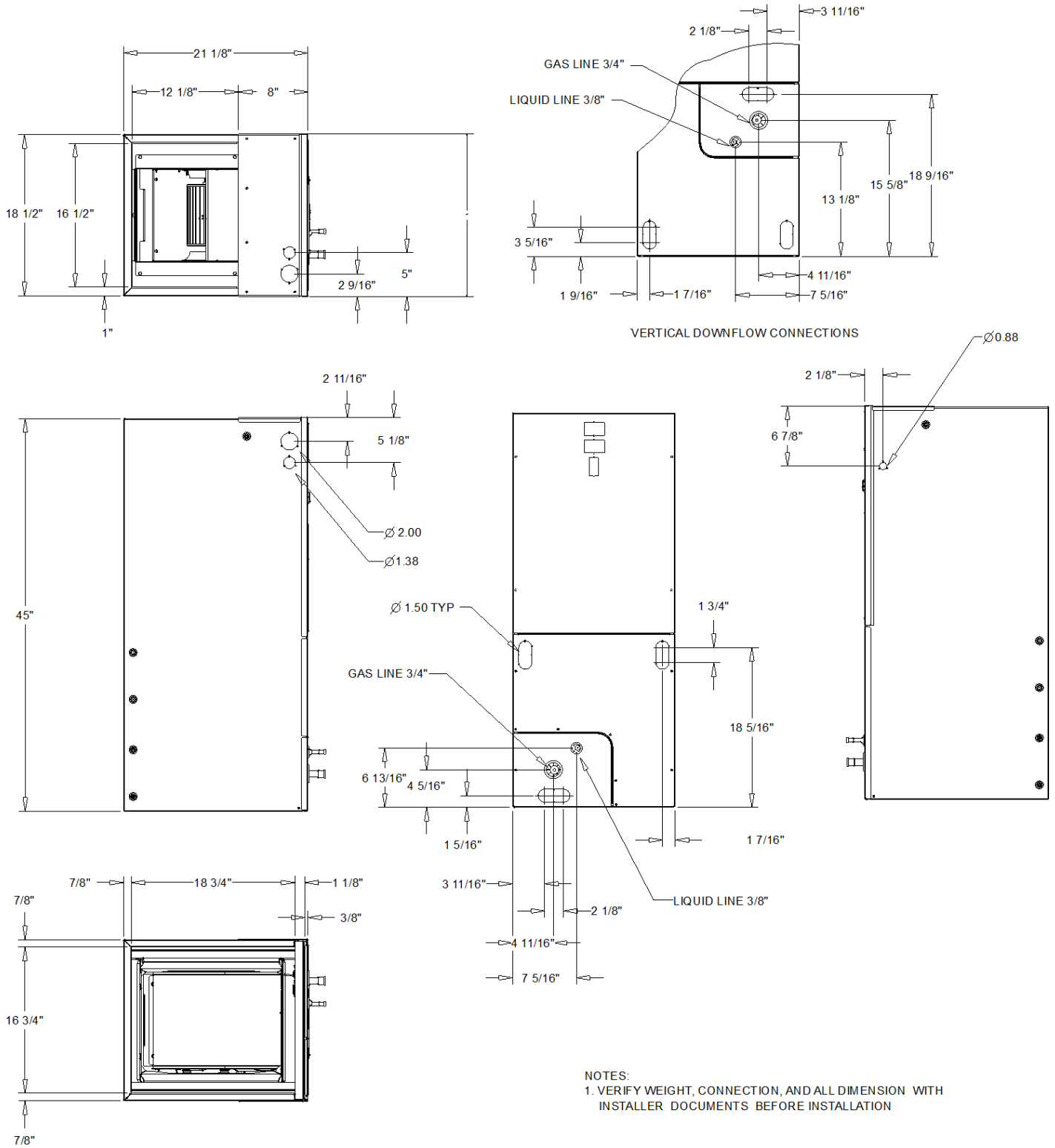


Unit Electrical			
Outdoor Unit	4TTR4030N1	Indoor Unit	TEM6A0B30H21
Power Supply	200/230/1/60	Power Supply	208-230/1/60

Cooling Performance			
Cooling Airflow	1000 cfm	Net Cooling Capacity	32833.00 Btuh
Cooling EDB	80.00 F	Net Sensible Capacity	23207.00 Btuh
Cooling EWB	67.00 F	Net Latent Capacity	9626.00 Btuh
Cooling Outdoor Temp.	95.00 F	Cooling LDB	57.80 F
		Cooling LWB	56.10 F



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-1
Quantity: 1



AIRHANDLER
DIMENSIONAL DRAWING



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-1
Quantity: 1

ELECTRICAL / GENERAL DATA

GENERAL ⁽¹⁾⁽²⁾⁽⁴⁾ Model: TEM6A0B30H21S Unit Primary Voltage: 208 Unit Secondary Voltage: 230 Unit Hertz: 60 Unit Phase: 1		INDOOR MOTOR ⁽¹⁾ Number: 1 Horsepower: 0.33 Motor Speed (RPM): Variable Phase: 1 Full Load Amps: 2.8 Locked Rotor Amps: -	FILTERS ⁽³⁾ Type: Remote filter Furnished: No Number: - Recommended: -
STANDARD ⁽⁵⁾ 230 Volt / 208 Volt Minimum Circuit Ampacity: 4.0/4.0 Maximum Overload Protection: 15.0/15.0		REFRIGERANT Type: R-410A REF. Line Connections: 3/4" Coupling or Conn. Size - Gas: 3/8" Coupling or Conn. Size - Liq.:	Weights Shipping: 126.0 lb Net: 117.0 lb
ELECTRIC HEAT 240 Volt / 208 Volt Capacity Circuit #1: 7.68/5.76 Capacity Circuit #2: N/A Capacity Circuit #3: N/A # of Circuit: 1 Phase: 1 Heater Amps Per Circuit Circuit #1: 32.0/27.7 Heater Amps Per Circuit Circuit #2: N/A Heater Amps Per Circuit Circuit #3: N/A Minimum Circuit Ampacity Circuit #1: 44.0/38.0 Minimum Circuit Ampacity Circuit #2: N/A Minimum Circuit Ampacity Circuit #3: N/A Maximum Overload Protection Circuit #1: 45.0/40.0 Maximum Overload Protection Circuit #2: N/A Maximum Overload Protection Circuit #3: N/A		NOTES: 1. These air handlers are a.r.i. certified with various split system air conditioners and heat pumps (ari standard 210/240). refer tothesplit system outdoor unit product data guides for performance data. 2. 3/4" male plastic pipe (ref.: astm 1785-76) 3. Minimum filter size for horizontal applications will be based on airflow selection and will be calculated as follows: low velocity filter: face area (sq. ft.) = cfm / 300 high velocity filter: face area (sq. ft.) = cfm / 500 4. For customer ease of filter maintenance, it is recommended that a properly sized, remote filter and grille be installed for horizontal applications. airflow should not exceed the face value of the filter being used 5. Standard mca and mop without electric heat.	



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-1
Quantity: 1

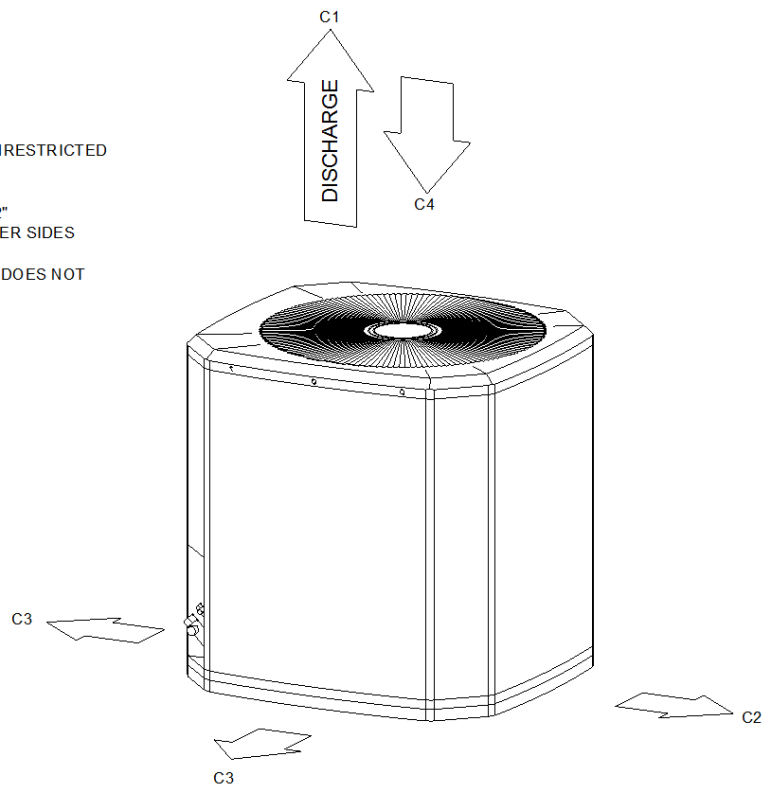
ELECTRICAL / GENERAL DATA

GENERAL Model: 4TTR4030 Voltage: 208 - 230 Unit Hertz: 60 Unit Phase: 1	POWER CONN. Minimum Circuit Ampacity: 16.0 Maximum Circuit Breaker: 25.0 Minimum Protection Rating: 25.0	COMPRESSOR Number: 1 Phase: 1 Rated Load Amps: 12.2 Locked Rotor Amps: 80.1
OUTDOOR MOTOR Number: 1 Horsepower: 0.125 Motor Speed (RPM): - Phase: 1 Full Load Amps: 0.77 Locked Rotor Amps: -	NOTES: 1. Certified in accordance with the Unitary Air-Conditioner equipment certification program which is based on AHRI Standard 210/240. 2. Calculated in accordance with N.E.C. Use only HACR circuit breakers or fuses. 3. Standard line lengths - 60'. Standard lift - 60' Suction and Liquid line. For Greater lengths and lifts refer to refrigerant piping software Pub# 32-3312-0 4. * = 15, 20, 25, 30, 40 and 50 foot lineset available.	
REFRIGERANT Type: R-410A Charge: 5.7 lb Line Size O.D. Gas: 3/4" Line Size O.D. LIQ: 3/8"		

WEIGHT	
NET	156.0 lb
SHIPPING	183.0 lb

NOTES:

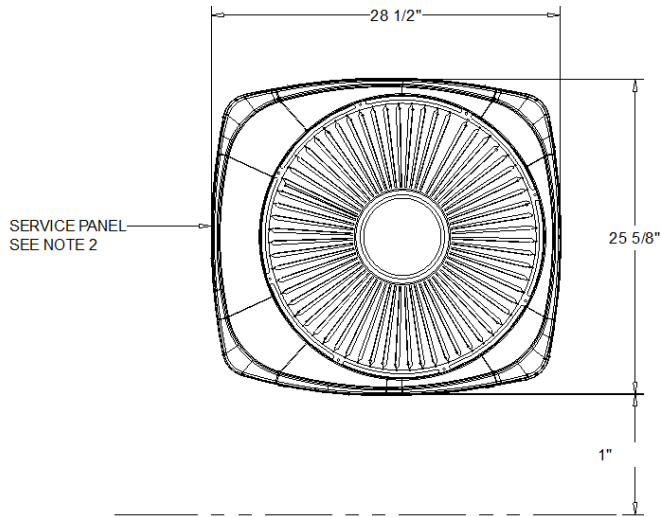
- C1. TOP DISCHARGE SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT
C2. PLACE UNIT FROM WALL
C3. PLACE SHRUBBERY AT LEAST 12" FROM UNIT ON TWO SIDES, OTHER SIDES UNRESTRICTED
C4. PLACE UNIT SO ROOF RUN-OFF DOES NOT FALL DIRECTLY ON UNIT



WEIGHT AND CLEARANCE

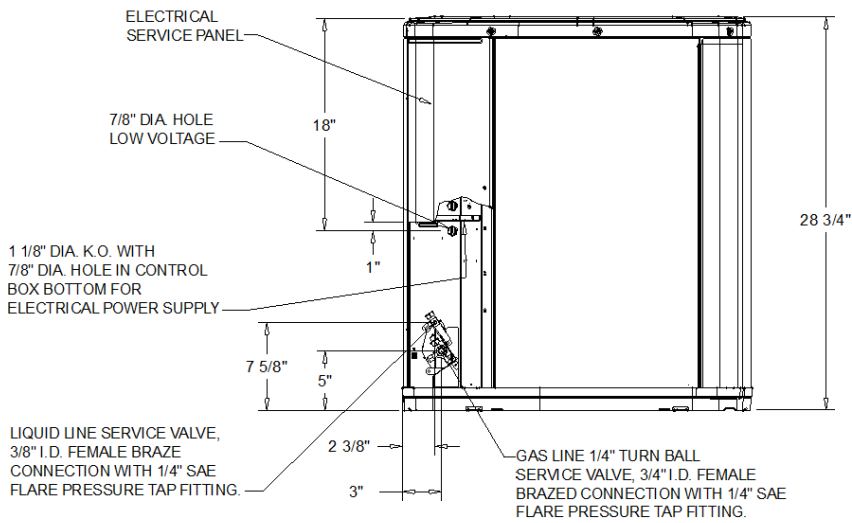


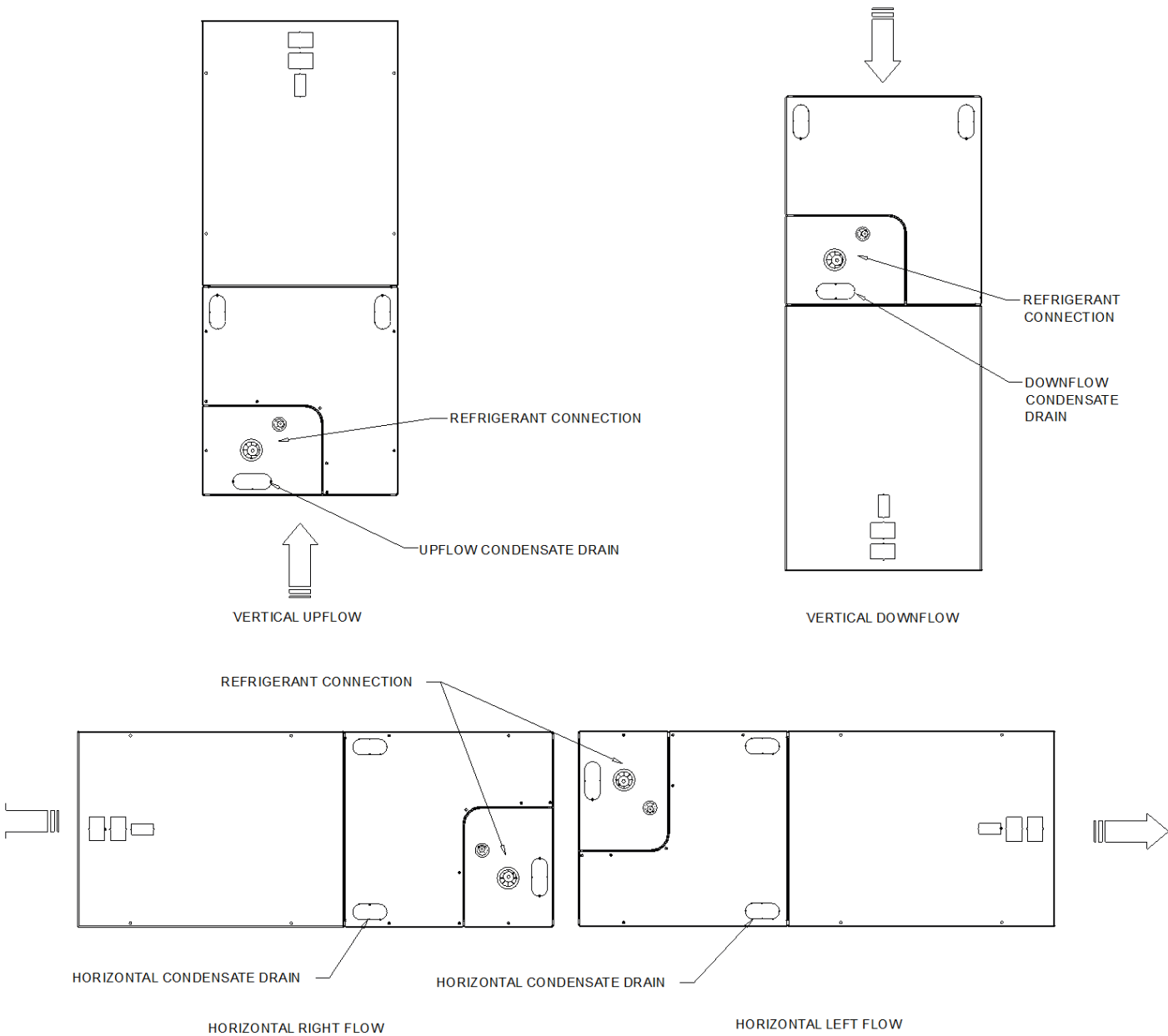
Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-1
Quantity: 1



NOTES

1. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT. UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR DIRECTLY ON UNIT, AND SHOULD BE AT LEAST 12" FROM WALL AND ALL SURROUNDING SHRUBBERY ON TWO SIDES. OTHER TWO SIDES UNRESTRICTED.
2. ELECTRICAL AND REFRIGERANT COMPONENT CLEARANCES PER PREVAILING CODES.





NOTES
1. NO INTERNAL MODIFICATIONS REQUIRED FOR ANY POSITION.
2. BADGE ROTATION WILL BRAND IN CORRECT POSITION.

MINIMUM UNIT CLEARANCE TABLE		
	TO COMBUSTIBLE MATERIALS (REQUIRED)	SERVICE CLEARANCE (RECOMMENDED)
SIDE	0	2"
FRONT	0	21"
BACK	0	0
INLET DUCT	0	1"
OUTLET DUCT	1"	0

CLEARANCE NOTES:
* 1" FOR THE FIRST 36". OF OUTLET DUCT WHEN ELECTRIC HEATERS ARE INSTALLED 0" AFTER THE FIRST <<36.00~LN>>



4TTR4 - General

The Outdoor Units are fully charged from the factory for up to 15 feet of piping. This unit is designed to operate at outdoor ambient temperatures as high as 115F. Cooling capacities are matched with a wide selection of air handlers and furnace coils that are AHRI certified. The unit is certified to UL 1995. Exterior is designed for outdoor application.

4TTR4 - Casing

Unit casing is constructed of heavy gauge, G60 galvanized steel and painted with a weather resistant powder paint on all louvered panels and prepaint on all other panels. Corrosion and weatherproof CMBP-G30 base.

4TTR4 - Refrigerant Controls

Refrigeration system controls include condenser fan, compressor contactor and high pressure switch. High and low pressure controls are inherent to the compressor. A factory supplied liquid line drier is standard. Some models may require field installation.

4TTR4 - Compressor

The compressor features internal over temperature, pressure protection and total dipped hermetic motor. Other features include: Centrifugal oil pump and low vibration and noise.

4TTR4 - Condenser Coil

The outdoor coil provides low airflow resistance and efficient heat transfer. The coil is protected on all four sides by louvered panels.

4TTR4 - Low Ambient Cooling

As manufactured, this system has a cooling capacity to 55F. The addition of an evaporator defrost control permits operation to 40F. The addition of an evaporator defrost control with TXV permits low ambient cooling to 30F.

TEM6

Painted metal cabinet with captured foil face insulation
2% or less air leakage
R-4.2 Insulating Value
Multi-Position UP/Down Flow, Horizontal Left /Right
ALL Aluminum Coil with Enhanced Patented Coil Fin
Electric Heaters with polarized plug connections (sold as accessory)
R-410A Thermal Expansion Valve
Variable Speed ECM Motor
Low Voltage Pigtail Connections
Draw Through Design
Horizontal Drain Pan
Single Color
Fused 24V Power
1 year warranty
10-year warranty registered
Optional extended warranty available



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-2
Quantity: 1

1.5 - 5 Ton Unitary Split System

Unit Overview

System Type	A/C with Air Handler		
Outdoor Unit Model	4TTR3	Indoor Unit Model	TE
Outdoor Unit Nominal Capacity	060	Indoor Unit Nominal Capacity	5 Ton air handler

AHRI Data

AHRI Reference Number	209664948
Airflow @ AHRI	1575 cfm
Capacity @ AHRI	56000.00 Btuh
EER @ AHRI	11.5
SEER @ AHRI	13.60



Unit Electrical

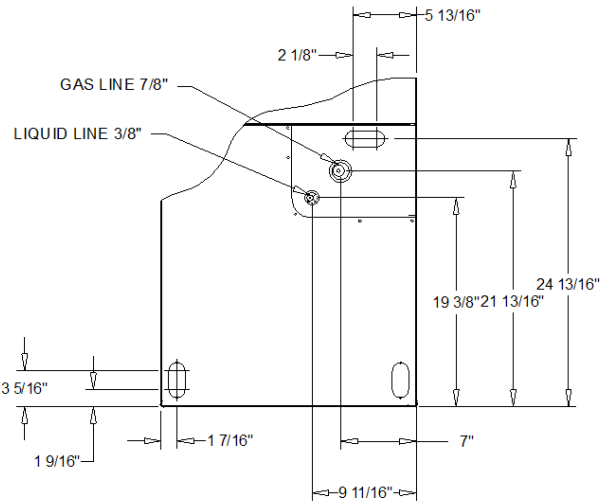
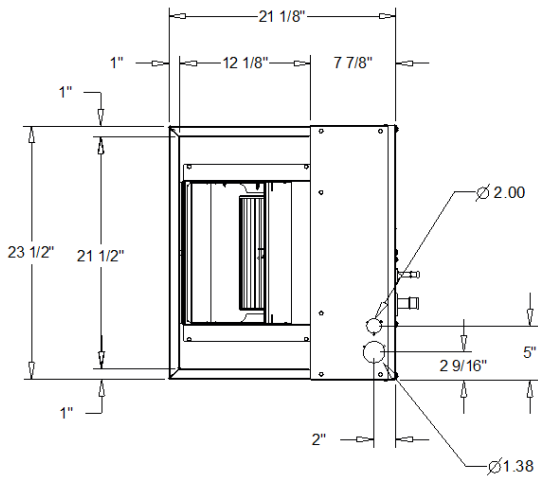
Outdoor Unit	4TTR3060N1	Indoor Unit	TEM6B0C60H51
Power Supply	200/230/1/60	Power Supply	208-230/1/60

Cooling Performance

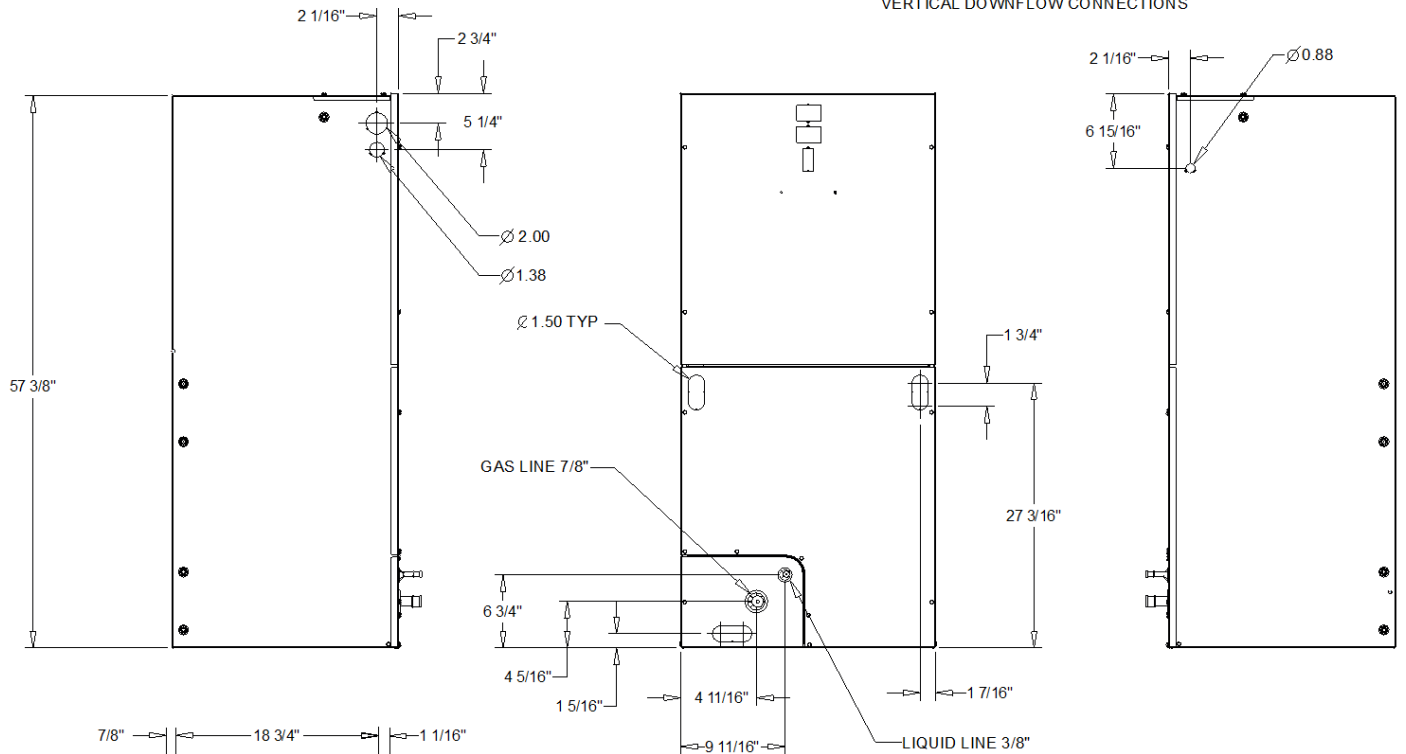
Cooling Airflow	2000 cfm	Net Cooling Capacity	58446.00 Btuh
Cooling EDB	80.00 F	Net Sensible Capacity	45689.00 Btuh
Cooling EWB	67.00 F	Net Latent Capacity	12757.00 Btuh
Cooling Outdoor Temp.	95.00 F	Cooling LDB	58.50 F
		Cooling LWB	57.50 F



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-2
Quantity: 1



VERTICAL DOWNFLOW CONNECTIONS



NOTES:

1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

AIRHANDLER
DRAWING



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-2
Quantity: 1

ELECTRICAL / GENERAL DATA

GENERAL ⁽¹⁾⁽²⁾⁽⁴⁾ Model: TEM6A0C60H51SA Unit Primary Voltage: 208 Unit Secondary Voltage: 230 Unit Hertz: 60 Unit Phase: 1		INDOOR MOTOR ⁽¹⁾ Number: 1 Horsepower: 0.75 Motor Speed (RPM): Variable Phase: 1 Full Load Amps: 6.8 Locked Rotor Amps: -	FILTERS ⁽³⁾ Type: Remote filter Furnished: No Number: - Recommended: -
STANDARD ⁽⁵⁾ 230 Volt / 208 Volt Minimum Circuit Ampacity: 9.0/9.0 Maximum Overload Protection: 15.0/15.0		REFRIGERANT Type: R-410A REF. Line Connections: 7/8" Coupling or Conn. Size - Gas: 3/8" Coupling or Conn. Size - Liq.:	Weights Shipping: 185.0 lb Net: 174.0 lb
ELECTRIC HEAT 240 Volt / 208 Volt Capacity Circuit #1: 9.60/7.20 Capacity Circuit #2: 9.60/7.20 Capacity Circuit #3: N/A # of Circuit: 2 Phase: 1 Heater Amps Per Circuit Circuit #1: 40.0/34.6 Heater Amps Per Circuit Circuit #2: 40.0/34.6 Heater Amps Per Circuit Circuit #3: N/A Minimum Circuit Ampacity Circuit #1: 59.0/52.0 Minimum Circuit Ampacity Circuit #2: 50.0/43.0 Minimum Circuit Ampacity Circuit #3: N/A Maximum Overload Protection Circuit #1: 60.0/60.0 Maximum Overload Protection Circuit #2: 50.0/45.0 Maximum Overload Protection Circuit #3: N/A		NOTES: 1. These air handlers are a.r.i. certified with various split system air conditioners and heat pumps (ari standard 210/240). refer to the split system outdoor unit product data guides for performance data. 2. 3/4" male plastic pipe (ref.: astm 1785-76) 3. Minimum filter size for horizontal applications will be based on airflow selection and will be calculated as follows: low velocity filter: face area (sq. ft.) = cfm / 300 high velocity filter: face area (sq. ft.) = cfm / 500 4. For customer ease of filter maintenance, it is recommended that a properly sized, remote filter and grille be installed for horizontal applications. airflow should not exceed the face value of the filter being used 5. Standard mca and mop without electric heat.	



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-2
Quantity: 1

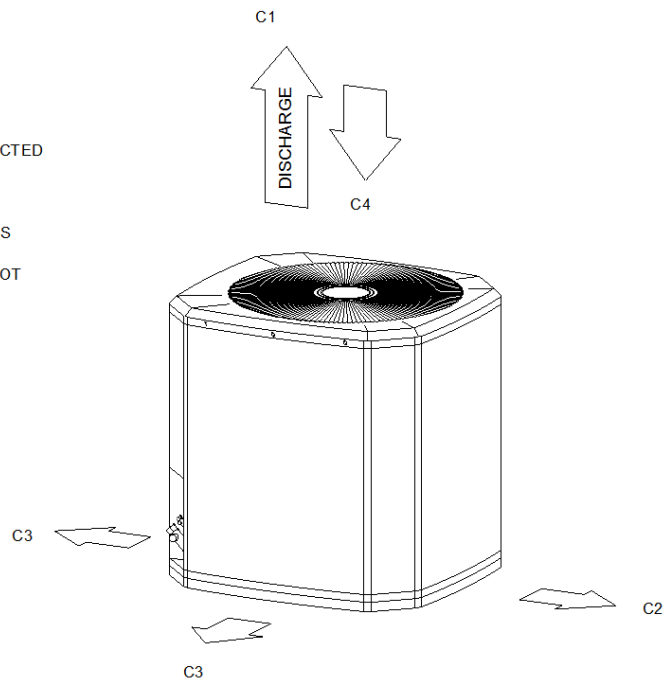
ELECTRICAL / GENERAL DATA

GENERAL Model: 4TTR3060 Voltage: 208 Unit Hertz: 230 Unit Phase: 60 1	POWER CONN. Minimum Circuit Ampacity: 27.00 Maximum Circuit Breaker: 60.0 Minimum Protection Rating: 60.0	COMPRESSOR Number: 1 Phase: 1 Rated Load Amps: 20.8 Locked Rotor Amps: 127.1
OUTDOOR MOTOR Number: 1 Horsepower: 0.20 Motor Speed (RPM): - Phase: 1 Full Load Amps: 1.05 Locked Rotor Amps: -	NOTES: 1. Certified in accordance with the Unitary Air-Conditioner equipment certification program which is based on AHRI Standard 210/240. 2. Calculated in accordance with N.E.C. Use only HACR circuit breakers or fuses. 3. Standard line lengths - 60'. Standard lift - 60' Suction and Liquid line. For Greater lengths and lifts refer to refrigerant piping software Pub# 32-3312-0 4. * = 15, 20, 25, 30, 40 and 50 foot lineset available.	
REFRIGERANT Type: R-410 Charge: 7.6 lb Line Size O.D. Gas: 7/8" Line Size O.D. LIQ: 3/8"		

WEIGHT	
NET	246.0 lb
SHIPPING	211.0 lb

NOTES:

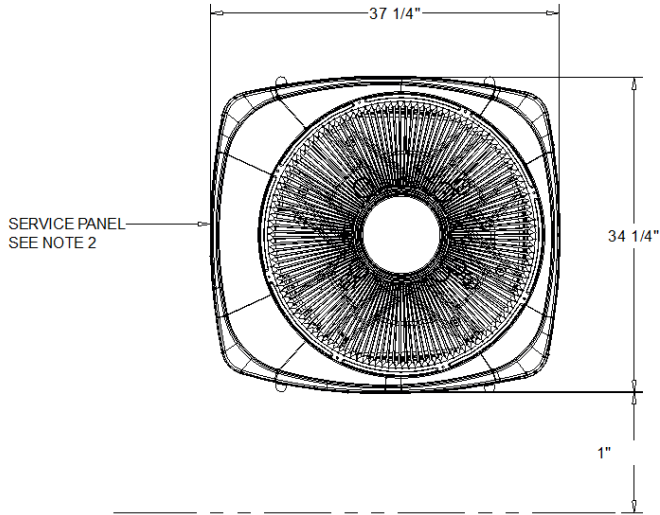
- C1. TOP DISCHARGE SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT
C2. PLACE UNIT FROM WALL
C3. PLACE SHRUBBERY AT LEAST 12" FROM UNIT ON TWO SIDES, OTHER SIDES UNRESTRICTED
C4. PLACE UNIT SO ROOF RUN-OFF DOES NOT FALL DIRECTLY ON UNIT



WEIGHT AND CLEARANCE



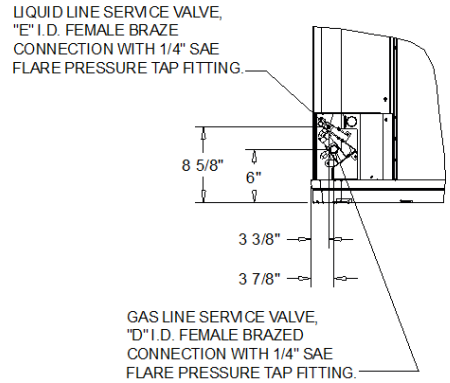
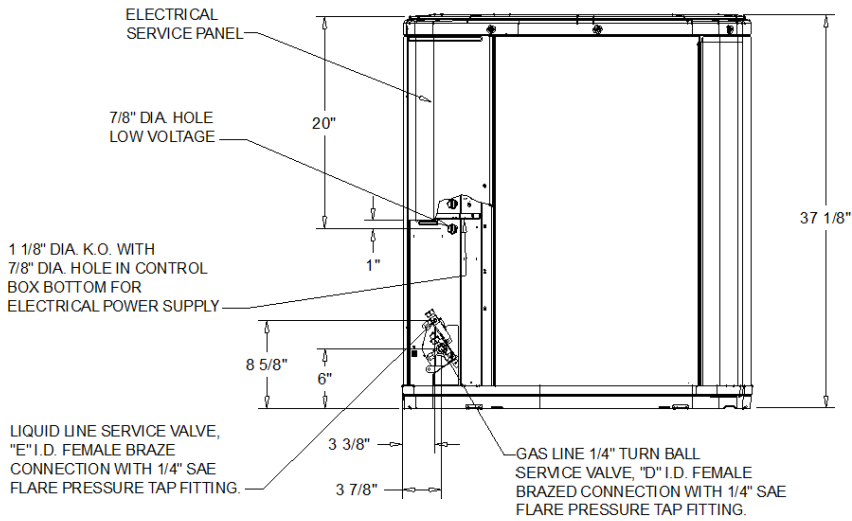
Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-2
Quantity: 1

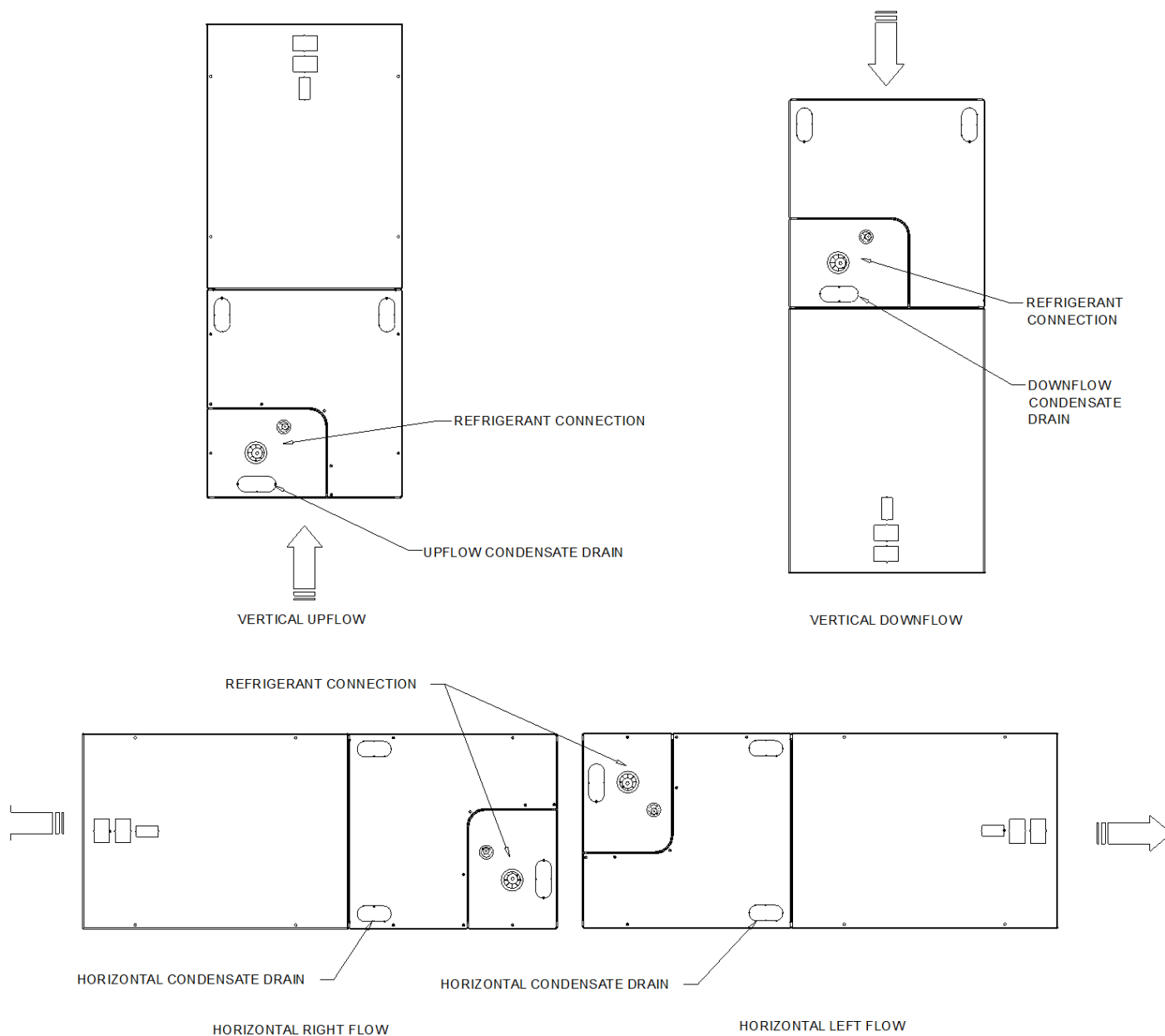


UNIT DIMENSTIONS	
DIM - D	7/8"
DIM - E	3/8"

NOTES

1. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT. UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR DIRECTLY ON UNIT, AND SHOULD BE AT LEAST 12" FROM WALL AND ALL SURROUNDING SHRUBBERY ON TWO SIDES. OTHER TWO SIDES UNRESTRICTED.
2. ELECTRICAL AND REFRIGERANT COMPONENT CLEARANCES PER PREVAILING CODES.





NOTES

1. NO INTERNAL MODIFICATIONS REQUIRED FOR ANY POSITION.
2. BADGE ROTATION WILL BRAND IN CORRECT POSITION.

MINIMUM UNIT CLEARANCE TABLE		
	TO COMBUSTIBLE MATERIALS (REQUIRED)	SERVICE CLEARANCE (RECOMMENDED)
SIDE	0	2"
FRONT	0	21"
BACK	0	0
INLET DUCT	0	1"
OUTLET DUCT	1"	0

CLEARANCE NOTES:
 * 1" FOR THE FIRST 36" OF OUTLET DUCT WHEN ELECTRIC HEATERS ARE INSTALLED 0" AFTER THE FIRST <<36.00~LN>>



General - 4TTR3

The 4TTR3 shall be fully charged from the factory for matched indoor section and up to 15 feet of piping. This unit must be designed to operate at outdoor ambient temperatures as high as 115°F. Cooling capacities shall be matched with a wide selection of air handlers and furnace coils that are AHRI certified. The unit is certified to UL 1995. Exterior must be designed for outdoor application.

Casing - 4TTR3

Unit casing is constructed of heavy gauge, galvanized steel and painted with a weather-resistant powder paint. Corrosion and weatherproof CMBP-G30 DuraTuff base.

Compressor - 4TTR3

The Climatuff compressor features internal over temperature and pressure protector, total dipped hermetic motor and thermostatically controlled sump heater. Other features include centrifugal oil pump, and low vibration and noise.

Condenser Coil - 4TTR3

The Spine Fin coil shall be continuously wrapped, corrosion resistant all aluminum with minimum brazed joints. This coil is 3/8" O.D. seamless aluminum glued to a continuous aluminum fin. Coils are lab tested to withstand 2,000 pounds of pressure per square inch. The outdoor coil provides low airflow resistance and efficient heat transfer. The coil is protected on all four sides by louvered panels.

Low Ambient Cooling - 4TTR3

As manufactured, this unit has a cooling capability to 55°F. The addition of an evaporator defrost control permits operation to 30°F. The addition of a low ambient kit with TXV permits low ambient cooling to 0°F.

Refrigerant Controls - 4TTR3

Refrigeration system controls include condenser fan and compressor contactor. High and low pressure controls are inherent to the compressor. Another standard feature is the liquid line dryer.

TEM6

Painted metal cabinet with captured foil face insulation
2% or less air leakage
R-4.2 Insulating Value
Multi-Position UP/Down Flow, Horizontal Left /Right
ALL Aluminum Coil with Enhanced Patented Coil Fin
Electric Heaters with polarized plug connections (sold as accessory)
R-410A Thermal Expansion Valve
Variable Speed ECM Motor
Low Voltage Pigtail Connections
Draw Through Design
Horizontal Drain Pan
Single Color
Fused 24V Power
1 year warranty
10-year warranty registered
Optional extended warranty available



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-3
Quantity: 1

1.5 - 5 Ton Unitary Split System

Unit Overview			
System Type	A/C with Air Handler		
Outdoor Unit Model	4TTR3	Indoor Unit Model	TE
Outdoor Unit Nominal Capacity	060	Indoor Unit Nominal Capacity	5 Ton air handler

AHRI Data	
AHRI Reference Number	209664948
Airflow @ AHRI	1575 cfm
Capacity @ AHRI	56000.00 Btuh
EER @ AHRI	11.5
SEER @ AHRI	13.60

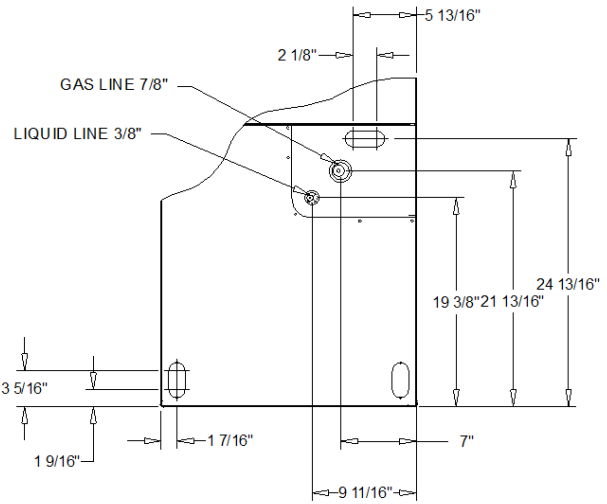
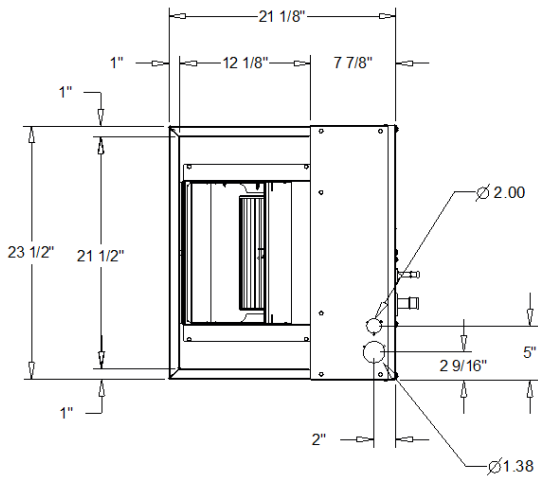


Unit Electrical			
Outdoor Unit	4TTR3060N1	Indoor Unit	TEM6B0C60H51
Power Supply	200/230/1/60	Power Supply	208-230/1/60

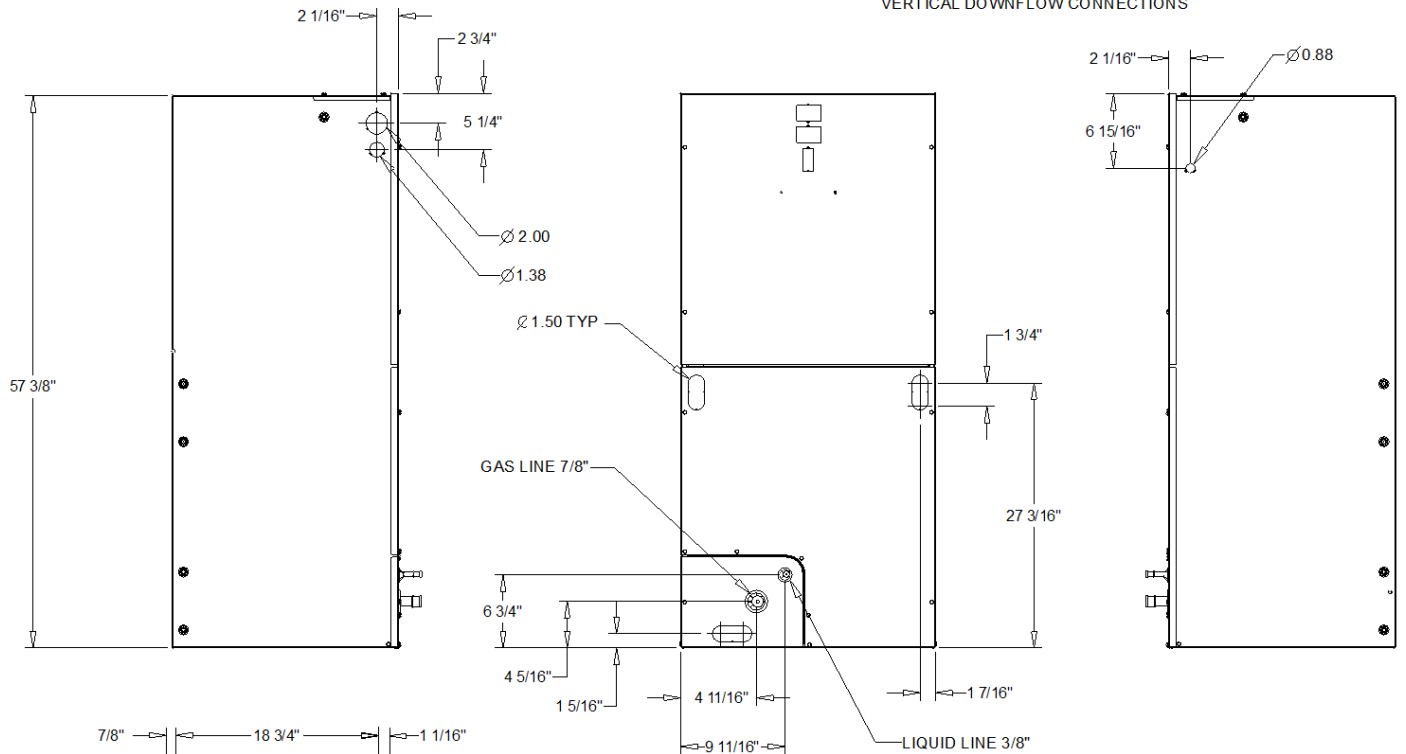
Cooling Performance			
Cooling Airflow	2000 cfm	Net Cooling Capacity	58446.00 Btuh
Cooling EDB	80.00 F	Net Sensible Capacity	45689.00 Btuh
Cooling EWB	67.00 F	Net Latent Capacity	12757.00 Btuh
Cooling Outdoor Temp.	95.00 F	Cooling LDB	58.50 F
		Cooling LWB	57.50 F



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-3
Quantity: 1

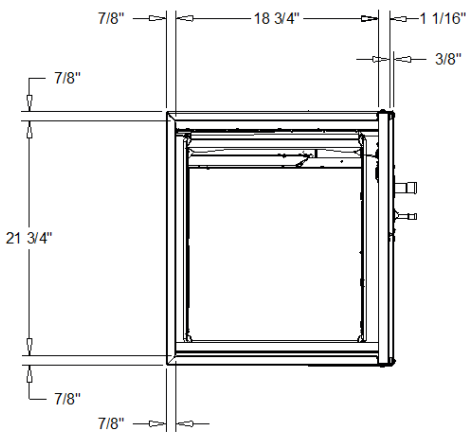


VERTICAL DOWNFLOW CONNECTIONS



NOTES:

1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



AIRHANDLER
DRAWING



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-3
Quantity: 1

ELECTRICAL / GENERAL DATA

GENERAL ⁽¹⁾⁽²⁾⁽⁴⁾ Model: TEM6A0C60H51SA Unit Primary Voltage: 208 Unit Secondary Voltage: 230 Unit Hertz: 60 Unit Phase: 1		INDOOR MOTOR ⁽¹⁾ Number: 1 Horsepower: 0.75 Motor Speed (RPM): Variable Phase: 1 Full Load Amps: 6.8 Locked Rotor Amps: -	FILTERS ⁽³⁾ Type: Remote filter Furnished: No Number: - Recommended: -
STANDARD ⁽⁵⁾ 230 Volt / 208 Volt Minimum Circuit Ampacity: 9.0/9.0 Maximum Overload Protection: 15.0/15.0		REFRIGERANT Type: R-410A REF. Line Connections: 7/8" Coupling or Conn. Size - Gas: 3/8" Coupling or Conn. Size - Liq.:	Weights Shipping: 185.0 lb Net: 174.0 lb
ELECTRIC HEAT 240 Volt / 208 Volt Capacity Circuit #1: 9.60/7.20 Capacity Circuit #2: 9.60/7.20 Capacity Circuit #3: N/A # of Circuit: 2 Phase: 1 Heater Amps Per Circuit Circuit #1: 40.0/34.6 Heater Amps Per Circuit Circuit #2: 40.0/34.6 Heater Amps Per Circuit Circuit #3: N/A Minimum Circuit Ampacity Circuit #1: 59.0/52.0 Minimum Circuit Ampacity Circuit #2: 50.0/43.0 Minimum Circuit Ampacity Circuit #3: N/A Maximum Overload Protection Circuit #1: 60.0/60.0 Maximum Overload Protection Circuit #2: 50.0/45.0 Maximum Overload Protection Circuit #3: N/A		NOTES: 1. These air handlers are a.r.i. certified with various split system air conditioners and heat pumps (ari standard 210/240). refer to the split system outdoor unit product data guides for performance data. 2. 3/4" male plastic pipe (ref.: astm 1785-76) 3. Minimum filter size for horizontal applications will be based on airflow selection and will be calculated as follows: low velocity filter: face area (sq. ft.) = cfm / 300 high velocity filter: face area (sq. ft.) = cfm / 500 4. For customer ease of filter maintenance, it is recommended that a properly sized, remote filter and grille be installed for horizontal applications. airflow should not exceed the face value of the filter being used 5. Standard mca and mop without electric heat.	



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-3
Quantity: 1

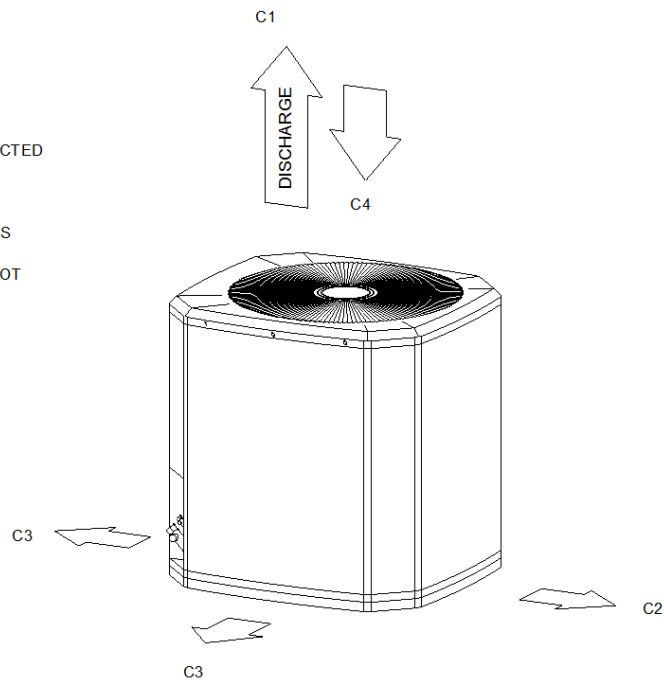
ELECTRICAL / GENERAL DATA

GENERAL Model: 4TTR3060 Voltage: 208 Unit Hertz: 230 Unit Phase: 60 1	POWER CONN. Minimum Circuit Ampacity: 27.00 Maximum Circuit Breaker: 60.0 Minimum Protection Rating: 60.0	COMPRESSOR Number: 1 Phase: 1 Rated Load Amps: 20.8 Locked Rotor Amps: 127.1
OUTDOOR MOTOR Number: 1 Horsepower: 0.20 Motor Speed (RPM): - Phase: 1 Full Load Amps: 1.05 Locked Rotor Amps: -	NOTES: 1. Certified in accordance with the Unitary Air-Conditioner equipment certification program which is based on AHRI Standard 210/240. 2. Calculated in accordance with N.E.C. Use only HACR circuit breakers or fuses. 3. Standard line lengths - 60'. Standard lift - 60' Suction and Liquid line. For Greater lengths and lifts refer to refrigerant piping software Pub# 32-3312-0 4. * = 15, 20, 25, 30, 40 and 50 foot lineset available.	
REFRIGERANT Type: R-410 Charge: 7.6 lb Line Size O.D. Gas: 7/8" Line Size O.D. LIQ: 3/8"		

WEIGHT	
NET	246.0 lb
SHIPPING	211.0 lb

NOTES:

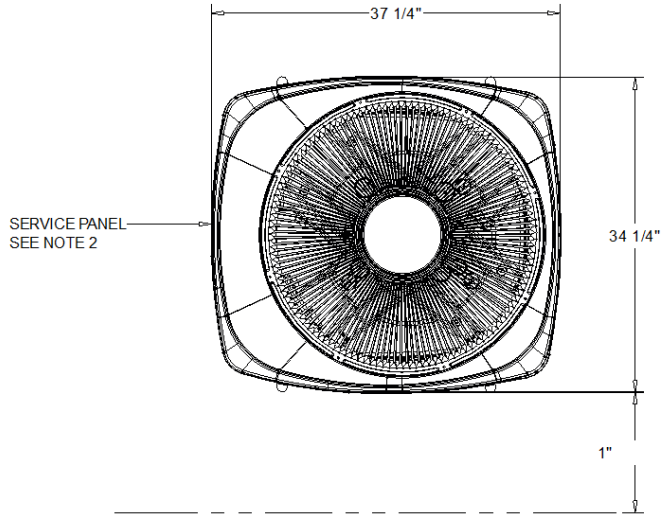
- C1. TOP DISCHARGE SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT
C2. PLACE UNIT FROM WALL
C3. PLACE SHRUBBERY AT LEAST 12" FROM UNIT ON TWO SIDES, OTHER SIDES UNRESTRICTED
C4. PLACE UNIT SO ROOF RUN-OFF DOES NOT FALL DIRECTLY ON UNIT



WEIGHT AND CLEARANCE



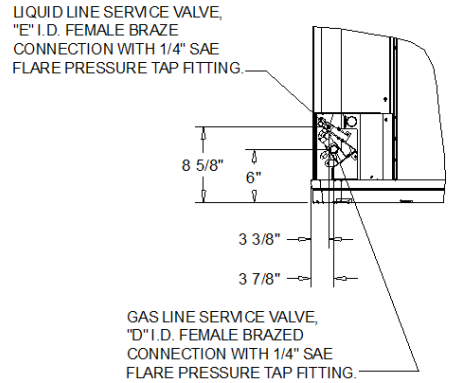
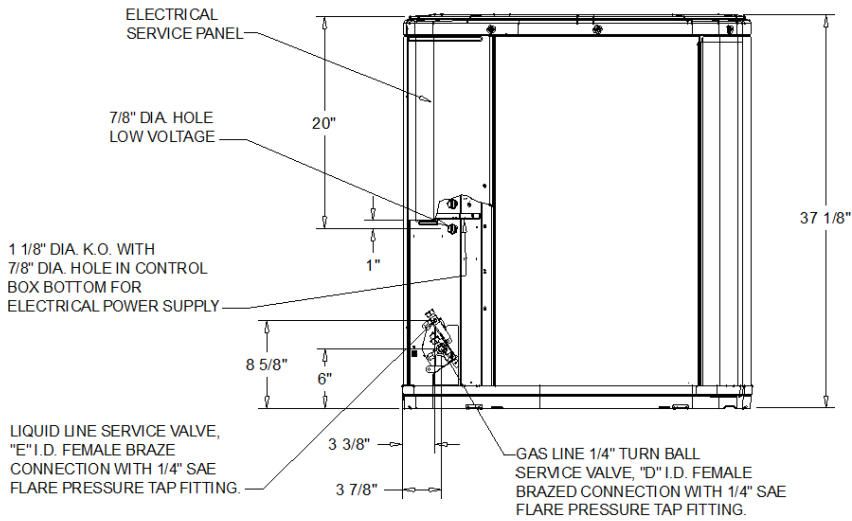
Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-G-3
Quantity: 1

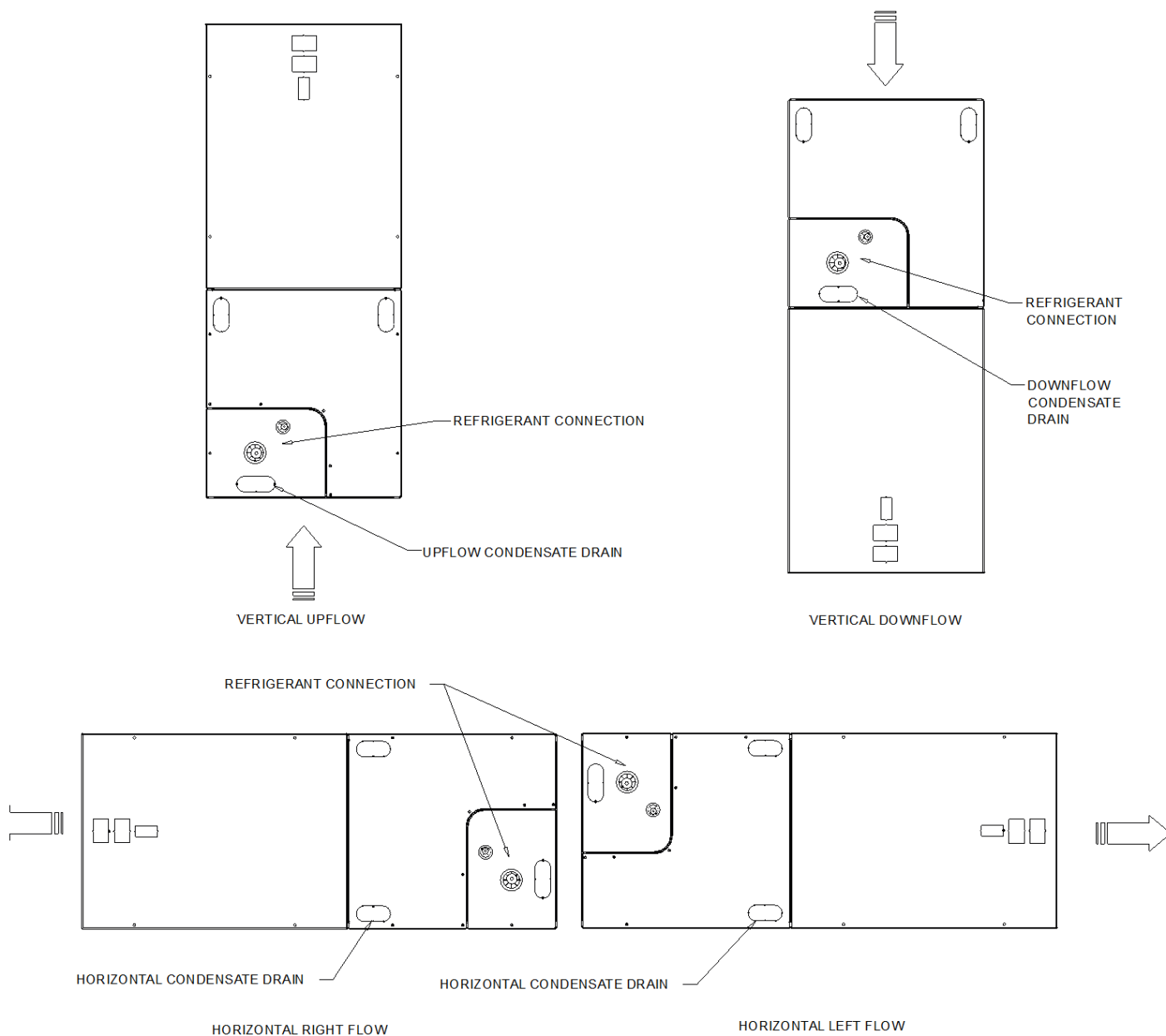


UNIT DIMENSTIONS	
DIM - D	7/8"
DIM - E	3/8"

NOTES

1. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT. UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR DIRECTLY ON UNIT, AND SHOULD BE AT LEAST 12" FROM WALL AND ALL SURROUNDING SHRUBBERY ON TWO SIDES. OTHER TWO SIDES UNRESTRICTED.
2. ELECTRICAL AND REFRIGERANT COMPONENT CLEARANCES PER PREVAILING CODES.





NOTES

1. NO INTERNAL MODIFICATIONS REQUIRED FOR ANY POSITION.
2. BADGE ROTATION WILL BRAND IN CORRECT POSITION.

MINIMUM UNIT CLEARANCE TABLE		
	TO COMBUSTIBLE MATERIALS (REQUIRED)	SERVICE CLEARANCE (RECOMMENDED)
SIDE	0	2"
FRONT	0	21"
BACK	0	0
INLET DUCT	0	1"
OUTLET DUCT	1"	0

CLEARANCE NOTES:
* 1" FOR THE FIRST 36". OF OUTLET DUCT WHEN ELECTRIC HEATERS ARE INSTALLED 0" AFTER THE FIRST <<36.00~LN>>



General - 4TTR3

The 4TTR3 shall be fully charged from the factory for matched indoor section and up to 15 feet of piping. This unit must be designed to operate at outdoor ambient temperatures as high as 115°F. Cooling capacities shall be matched with a wide selection of air handlers and furnace coils that are AHRI certified. The unit is certified to UL 1995. Exterior must be designed for outdoor application.

Casing - 4TTR3

Unit casing is constructed of heavy gauge, galvanized steel and painted with a weather-resistant powder paint. Corrosion and weatherproof CMBP-G30 DuraTuff base.

Compressor - 4TTR3

The Climatuff compressor features internal over temperature and pressure protector, total dipped hermetic motor and thermostatically controlled sump heater. Other features include centrifugal oil pump, and low vibration and noise.

Condenser Coil - 4TTR3

The Spine Fin coil shall be continuously wrapped, corrosion resistant all aluminum with minimum brazed joints. This coil is 3/8" O.D. seamless aluminum glued to a continuous aluminum fin. Coils are lab tested to withstand 2,000 pounds of pressure per square inch. The outdoor coil provides low airflow resistance and efficient heat transfer. The coil is protected on all four sides by louvered panels.

Low Ambient Cooling - 4TTR3

As manufactured, this unit has a cooling capability to 55°F. The addition of an evaporator defrost control permits operation to 30°F. The addition of a low ambient kit with TXV permits low ambient cooling to 0°F.

Refrigerant Controls - 4TTR3

Refrigeration system controls include condenser fan and compressor contactor. High and low pressure controls are inherent to the compressor. Another standard feature is the liquid line dryer.

TEM6

Painted metal cabinet with captured foil face insulation
2% or less air leakage
R-4.2 Insulating Value
Multi-Position UP/Down Flow, Horizontal Left /Right
ALL Aluminum Coil with Enhanced Patented Coil Fin
Electric Heaters with polarized plug connections (sold as accessory)
R-410A Thermal Expansion Valve
Variable Speed ECM Motor
Low Voltage Pigtail Connections
Draw Through Design
Horizontal Drain Pan
Single Color
Fused 24V Power
1 year warranty
10-year warranty registered
Optional extended warranty available



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-1-1
Quantity: 1

1.5 - 5 Ton Unitary Split System

Unit Overview			
System Type	A/C with Air Handler		
Outdoor Unit Model	4TTR3	Indoor Unit Model	TE
Outdoor Unit Nominal Capacity	060	Indoor Unit Nominal Capacity	5 Ton air handler

AHRI Data	
AHRI Reference Number	209664948
Airflow @ AHRI	1575 cfm
Capacity @ AHRI	56000.00 Btuh
EER @ AHRI	11.5
SEER @ AHRI	13.60

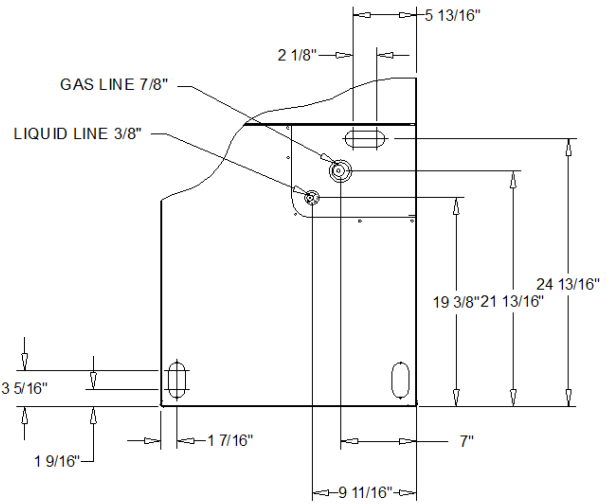
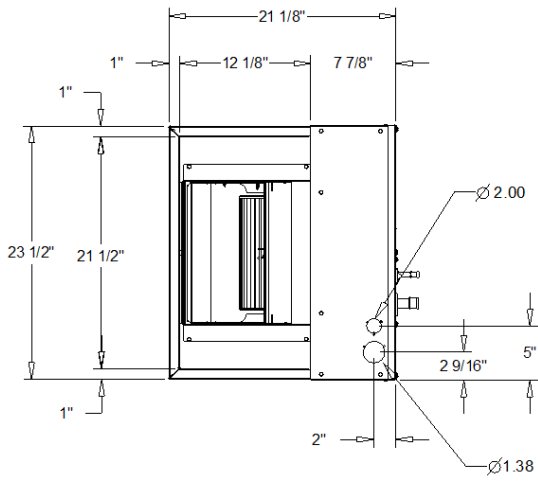


Unit Electrical			
Outdoor Unit	4TTR3060N1	Indoor Unit	TEM6B0C60H51
Power Supply	200/230/1/60	Power Supply	208-230/1/60

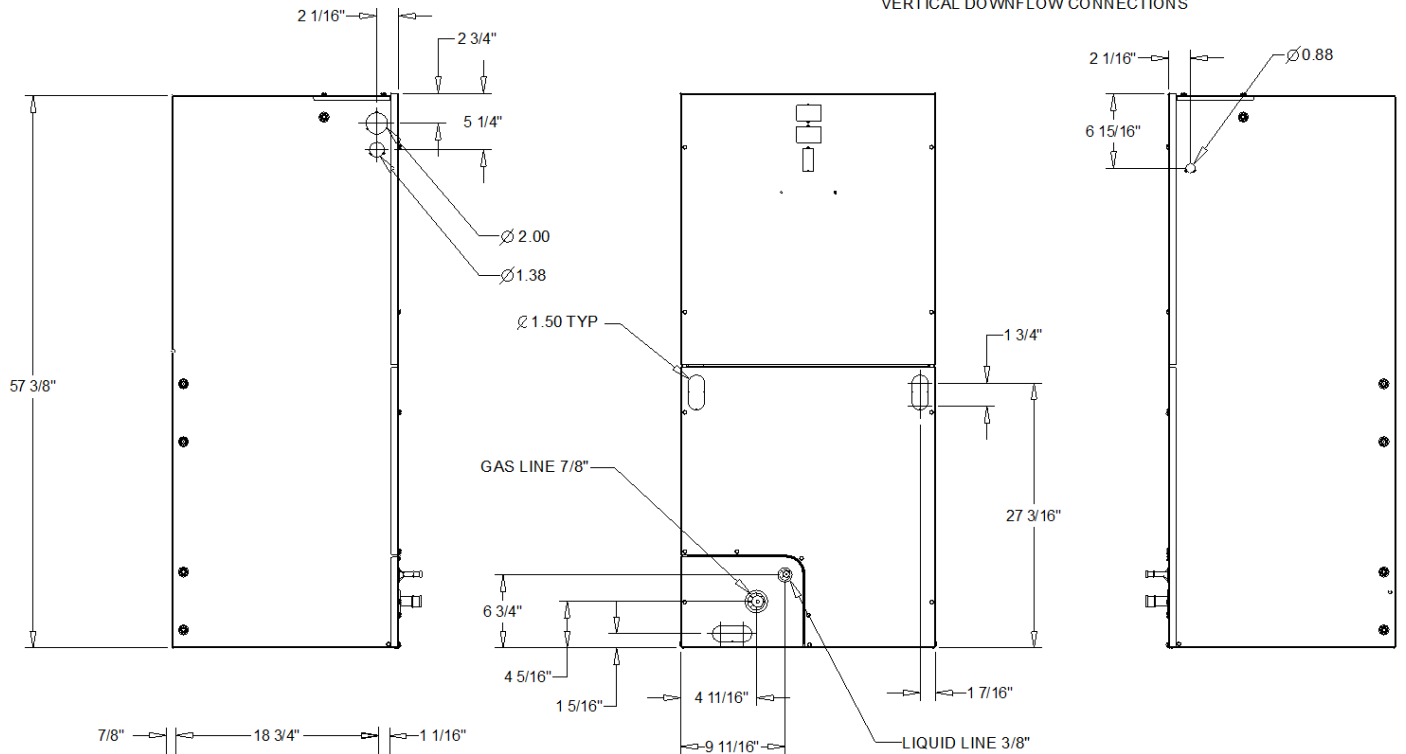
Cooling Performance			
Cooling Airflow	2000 cfm	Net Cooling Capacity	58446.00 Btuh
Cooling EDB	80.00 F	Net Sensible Capacity	45689.00 Btuh
Cooling EWB	67.00 F	Net Latent Capacity	12757.00 Btuh
Cooling Outdoor Temp.	95.00 F	Cooling LDB	58.50 F
		Cooling LWB	57.50 F



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-1-1
Quantity: 1



VERTICAL DOWNFLOW CONNECTIONS



NOTES:

1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

AIRHANDLER
DRAWING



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-1-1
Quantity: 1

ELECTRICAL / GENERAL DATA

GENERAL ⁽¹⁾⁽²⁾⁽⁴⁾ Model: TEM6A0C60H51SA Unit Primary Voltage: 208 Unit Secondary Voltage: 230 Unit Hertz: 60 Unit Phase: 1		INDOOR MOTOR ⁽¹⁾ Number: 1 Horsepower: 0.75 Motor Speed (RPM): Variable Phase: 1 Full Load Amps: 6.8 Locked Rotor Amps: -	FILTERS ⁽³⁾ Type: Remote filter Furnished: No Number: - Recommended: -
STANDARD ⁽⁵⁾ 230 Volt / 208 Volt Minimum Circuit Ampacity: 9.0/9.0 Maximum Overload Protection: 15.0/15.0		REFRIGERANT Type: R-410A REF. Line Connections: 7/8" Coupling or Conn. Size - Gas: 3/8" Coupling or Conn. Size - Liq.:	Weights Shipping: 185.0 lb Net: 174.0 lb
ELECTRIC HEAT 240 Volt / 208 Volt Capacity Circuit #1: 9.60/7.20 Capacity Circuit #2: 9.60/7.20 Capacity Circuit #3: N/A # of Circuit: 2 Phase: 1 Heater Amps Per Circuit Circuit #1: 40.0/34.6 Heater Amps Per Circuit Circuit #2: 40.0/34.6 Heater Amps Per Circuit Circuit #3: N/A Minimum Circuit Ampacity Circuit #1: 59.0/52.0 Minimum Circuit Ampacity Circuit #2: 50.0/43.0 Minimum Circuit Ampacity Circuit #3: N/A Maximum Overload Protection Circuit #1: 60.0/60.0 Maximum Overload Protection Circuit #2: 50.0/45.0 Maximum Overload Protection Circuit #3: N/A		NOTES: 1. These air handlers are a.r.i. certified with various split system air conditioners and heat pumps (ari standard 210/240). refer to the split system outdoor unit product data guides for performance data. 2. 3/4" male plastic pipe (ref.: astm 1785-76) 3. Minimum filter size for horizontal applications will be based on airflow selection and will be calculated as follows: low velocity filter: face area (sq. ft.) = cfm / 300 high velocity filter: face area (sq. ft.) = cfm / 500 4. For customer ease of filter maintenance, it is recommended that a properly sized, remote filter and grille be installed for horizontal applications. airflow should not exceed the face value of the filter being used 5. Standard mca and mop without electric heat.	



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: AC-1-1
Quantity: 1

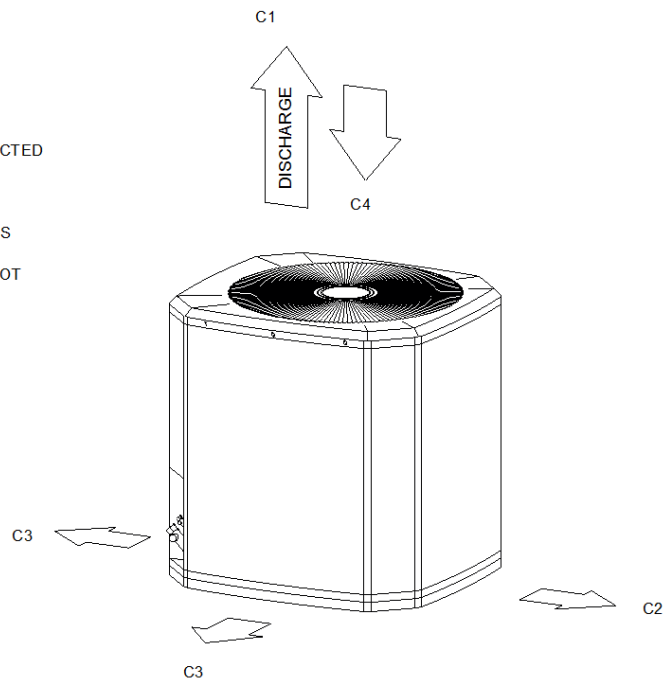
ELECTRICAL / GENERAL DATA

GENERAL Model: 4TTR3060 Voltage: 208 Unit Hertz: 230 Unit Phase: 60 1	POWER CONN. Minimum Circuit Ampacity: 27.00 Maximum Circuit Breaker: 60.0 Minimum Protection Rating: 60.0	COMPRESSOR Number: 1 Phase: 1 Rated Load Amps: 20.8 Locked Rotor Amps: 127.1
OUTDOOR MOTOR Number: 1 Horsepower: 0.20 Motor Speed (RPM): - Phase: 1 Full Load Amps: 1.05 Locked Rotor Amps: -	NOTES: 1. Certified in accordance with the Unitary Air-Conditioner equipment certification program which is based on AHRI Standard 210/240. 2. Calculated in accordance with N.E.C. Use only HACR circuit breakers or fuses. 3. Standard line lengths - 60'. Standard lift - 60' Suction and Liquid line. For Greater lengths and lifts refer to refrigerant piping software Pub# 32-3312-0 4. * = 15, 20, 25, 30, 40 and 50 foot lineset available.	
REFRIGERANT Type: R-410 Charge: 7.6 lb Line Size O.D. Gas: 7/8" Line Size O.D. LIQ: 3/8"		

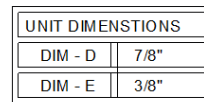
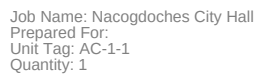
WEIGHT	
NET	246.0 lb
SHIPPING	211.0 lb

NOTES:

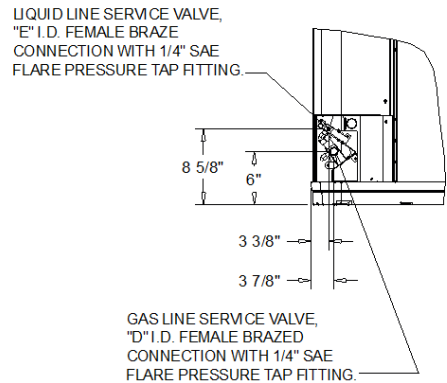
- C1. TOP DISCHARGE SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT
C2. PLACE UNIT FROM WALL
C3. PLACE SHRUBBERY AT LEAST 12" FROM UNIT ON TWO SIDES, OTHER SIDES UNRESTRICTED
C4. PLACE UNIT SO ROOF RUN-OFF DOES NOT FALL DIRECTLY ON UNIT

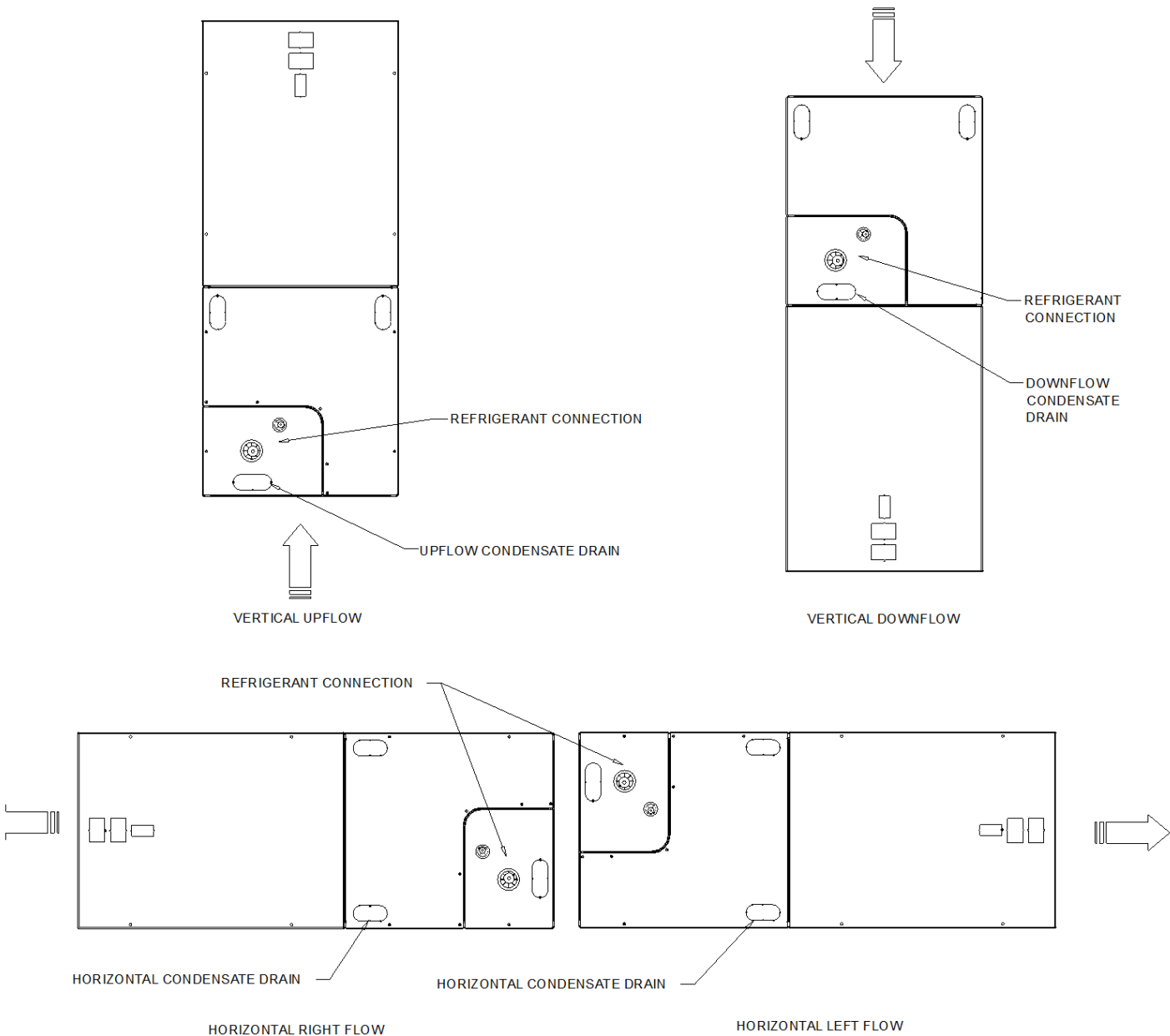


WEIGHT AND CLEARANCE



1. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT. UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR DIRECTLY ON UNIT, AND SHOULD BE AT LEAST 12" FROM WALL AND ALL SURROUNDING SHRUBBERY ON TWO SIDES. OTHER TWO SIDES UNRESTRICTED.
2. ELECTRICAL AND REFRIGERANT COMPONENT CLEARANCES PER PREVAILING CODES.





NOTES
1. NO INTERNAL MODIFICATIONS REQUIRED FOR ANY POSITION.
2. BADGE ROTATION WILL BRAND IN CORRECT POSITION.

MINIMUM UNIT CLEARANCE TABLE		
	TO COMBUSTIBLE MATERIALS (REQUIRED)	SERVICE CLEARANCE (RECOMMENDED)
SIDE	0	2"
FRONT	0	21"
BACK	0	0
INLET DUCT	0	1"
OUTLET DUCT	1"	0

CLEARANCE NOTES:
* 1" FOR THE FIRST 36". OF OUTLET DUCT WHEN ELECTRIC HEATERS ARE INSTALLED 0" AFTER THE FIRST <<36.00~LN>>



General - 4TTR3

The 4TTR3 shall be fully charged from the factory for matched indoor section and up to 15 feet of piping. This unit must be designed to operate at outdoor ambient temperatures as high as 115°F. Cooling capacities shall be matched with a wide selection of air handlers and furnace coils that are AHRI certified. The unit is certified to UL 1995. Exterior must be designed for outdoor application.

Casing - 4TTR3

Unit casing is constructed of heavy gauge, galvanized steel and painted with a weather-resistant powder paint. Corrosion and weatherproof CMBP-G30 DuraTuff base.

Compressor - 4TTR3

The Climatuff compressor features internal over temperature and pressure protector, total dipped hermetic motor and thermostatically controlled sump heater. Other features include centrifugal oil pump, and low vibration and noise.

Condenser Coil - 4TTR3

The Spine Fin coil shall be continuously wrapped, corrosion resistant all aluminum with minimum brazed joints. This coil is 3/8" O.D. seamless aluminum glued to a continuous aluminum fin. Coils are lab tested to withstand 2,000 pounds of pressure per square inch. The outdoor coil provides low airflow resistance and efficient heat transfer. The coil is protected on all four sides by louvered panels.

Low Ambient Cooling - 4TTR3

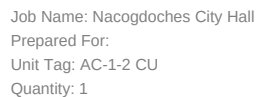
As manufactured, this unit has a cooling capability to 55°F. The addition of an evaporator defrost control permits operation to 30°F. The addition of a low ambient kit with TXV permits low ambient cooling to 0°F.

Refrigerant Controls - 4TTR3

Refrigeration system controls include condenser fan and compressor contactor. High and low pressure controls are inherent to the compressor. Another standard feature is the liquid line dryer.

TEM6

Painted metal cabinet with captured foil face insulation
2% or less air leakage
R-4.2 Insulating Value
Multi-Position UP/Down Flow, Horizontal Left /Right
ALL Aluminum Coil with Enhanced Patented Coil Fin
Electric Heaters with polarized plug connections (sold as accessory)
R-410A Thermal Expansion Valve
Variable Speed ECM Motor
Low Voltage Pigtail Connections
Draw Through Design
Horizontal Drain Pan
Single Color
Fused 24V Power
1 year warranty
10-year warranty registered
Optional extended warranty available



6 - 25 Ton Unitary Split Systems Outdoor

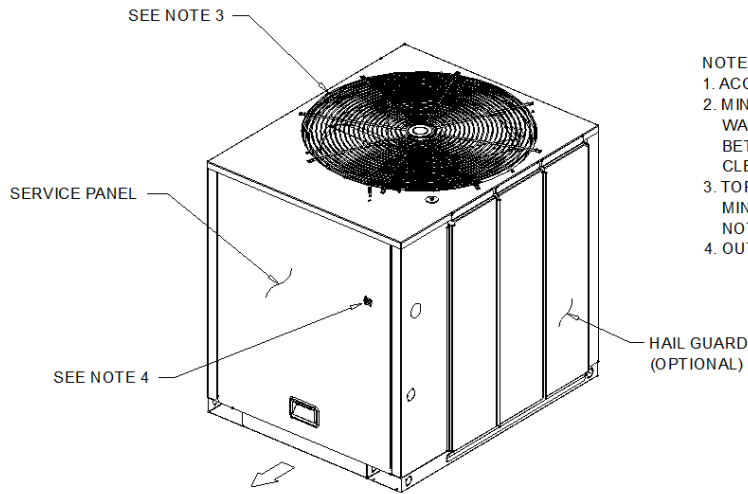
Unit Overview

Model	TTA09043AAB***E0000000000000 000000000000
Unit Tonnage	7.5 Tons
Refrigeration Circuit / Stage	Single Compressor / Single Circuit
Unit Function	Cooling
Max. Cond. Operating Weight	295.0 lb



Electrical Information

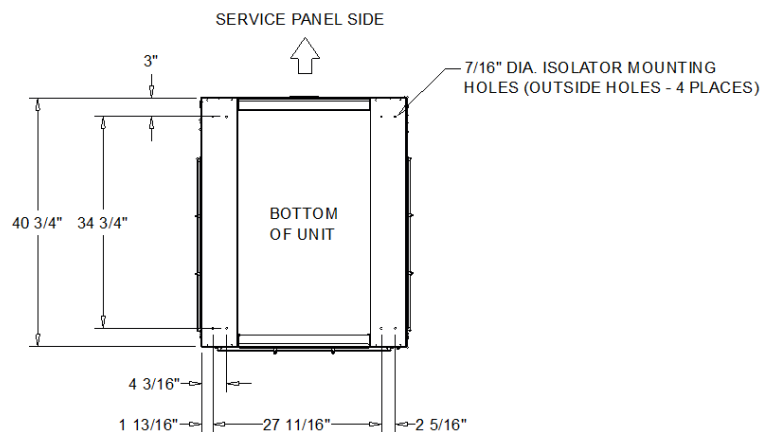
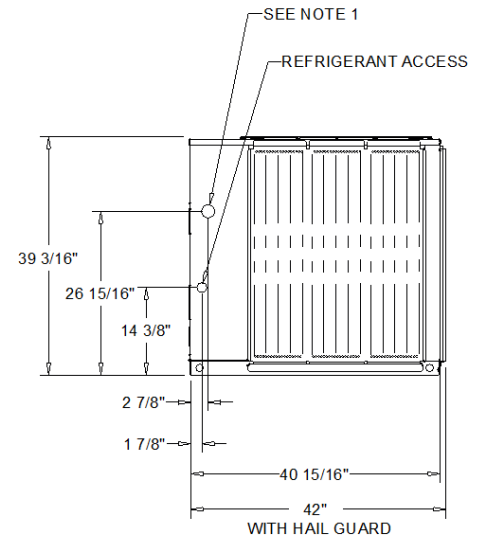
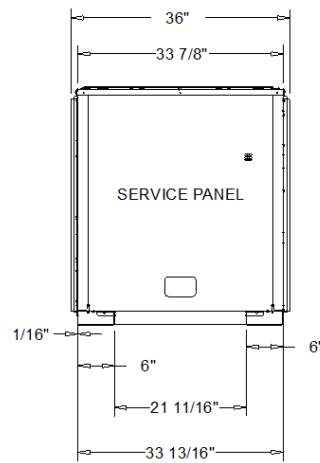
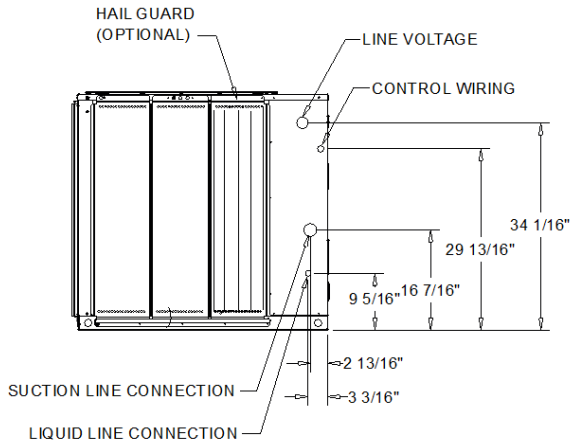
Unit Voltage	208-230/60/3	Compressor 1 RLA	28.60 A
MCA	38.00 A	Compressor 2 RLA	0.00 A
MOP	60.00 A	Cond. Motor 1 FLA	2.20 A
		Cond. Motor 2 FLA	0.00 A



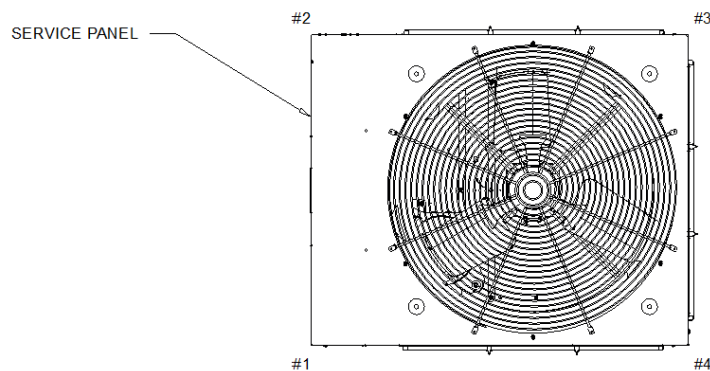
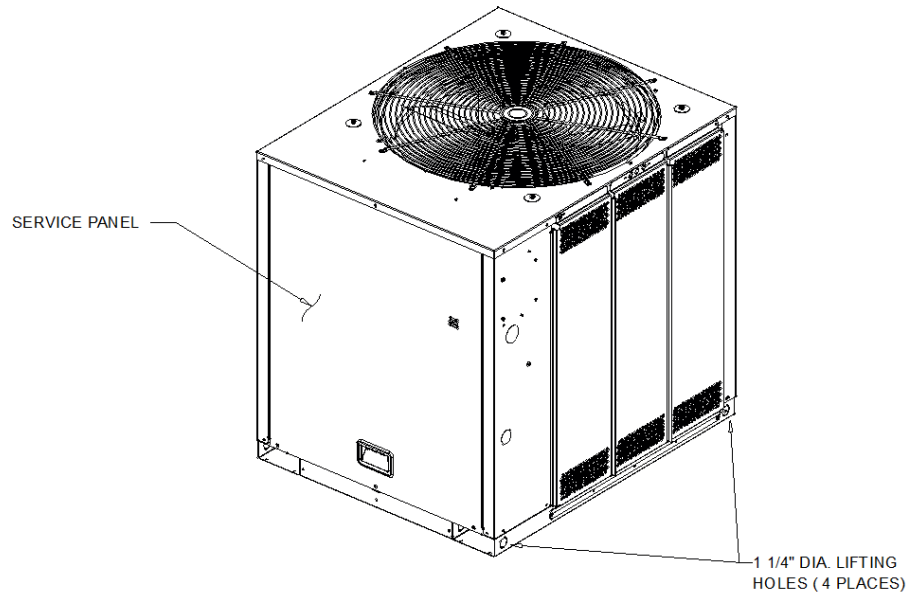
NOTES:

1. ACCESS OPENING IS FOR FIELD INSTALLED BAYLOAM ACCESSORY.
2. MINIMUM CLEARANCE FOR PROPER OPERATION IS 36" FROM WALLS, SHRUBBERY, PRIVACY FENCES ETC. MINIMUM CLEARANCE BETWEEN ADJACENT UNITS IS 72". RECOMMENDED SERVICE CLEARANCE 48"
3. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR 100" MINIMUM. UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR DIRECTLY ON UNIT
4. OUTDOOR AIR TEMPERATURE SENSOR OPENING (DO NOT BLOCK OPENING)

SERVICE CLEARANCE
 48" (SEE NOTE 2
 FOR CLEARANCE)



6 and 7.5 TON COOLING CONDENSER (SINGLE COMPRESSOR)
 DIMENSIONAL DRAWING

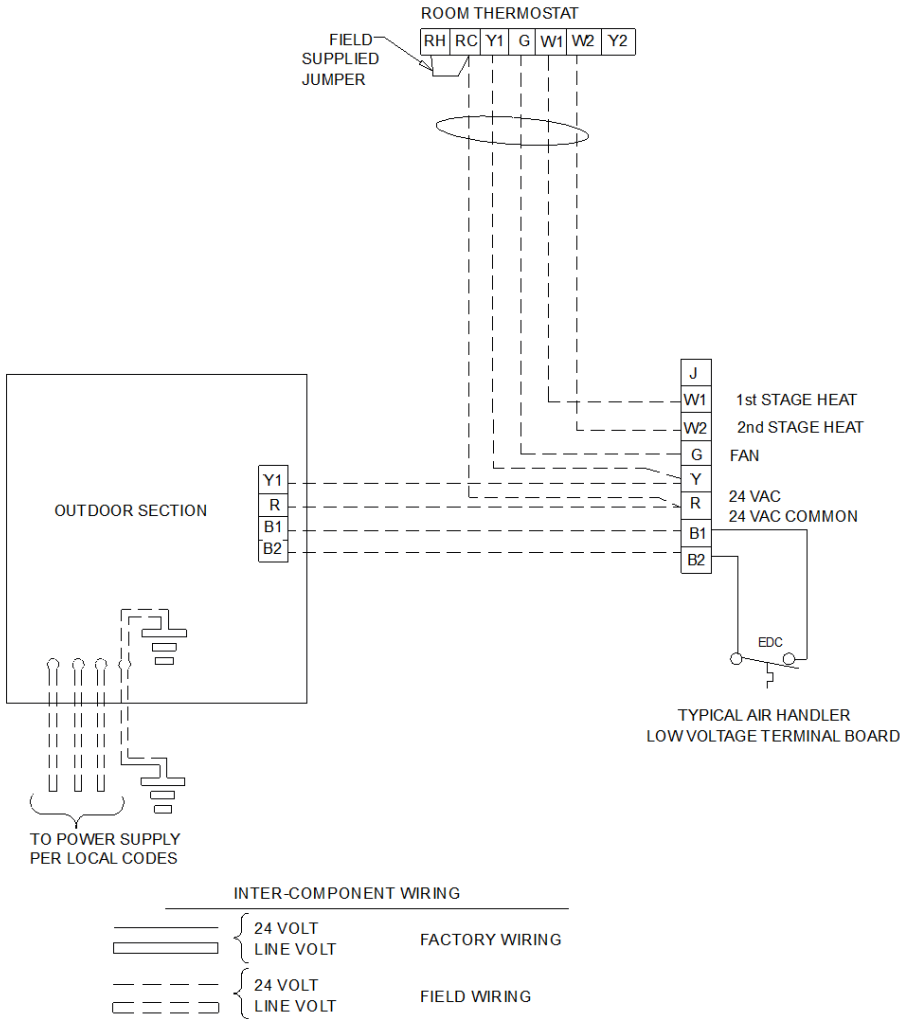


WEIGHTS AND CORNER WEIGHTS

Shipping:	343.0 lb
Net	295.0 lb
Corner 1:	81.0 lb
Corner 2:	96.0 lb
Corner 3:	51.0 lb
Corner 4:	67.0 lb

WEIGHTS AND LOAD POINT LOCATION

WEIGHT AND RIGGING



- NOTES:
1. POWER WIRING AND GROUNDING OF EQUIPMENT MUST COMPLY WITH LOCAL CODES.
 2. BE SURE POWER SUPPLY AGREES WITH EQUIPMENT NAMEPLATE.
 3. LOW VOLTAGE WIRING TO BE 18 A.W.G. MINIMUM CONDUCTOR.
 4. USE COPPER CONDUCTORS ONLY.



General - (TTA)

- Weatherproofed steel mounting/lifting rails
- Hermetic scroll compressors
- Microchannel condenser coils
- Fans and motors
- Standard operating range 50.0 F-125.0 F (min. 0.0 F with low ambient accessory)
- Nitrogen holding charge
- Certified and rated in accordance with AHRI and DOE standards
- Certified to UL 1995
- Capacities and efficiencies for split systems are rated within the scope of the Air-Conditioning, Heating, & Refrigeration Institute (AHRI) certification program and display the AHRI Standard 340-360 (I-P) mark. This standard applies to units between 65,000 and 250,000 btu/hr.
- Capacities and efficiencies for split system cooling condensers are rated within the scope of the Air-Conditioning, Heating, & Refrigeration Institute (AHRI) certification program and display the AHRI Standard 365 (I-P) mark. This standard applies to cooling units between 135,000 and 250,000 btu/hr.

Casing - TTA

- Zinc coated, heavy gauge, galvanized steel
- Weather resistant baked enamel finish
- Meets ASTM B117, 672-hour salt spray test
- Removable single side maintenance access panels
- Lifting handles in maintenance access panels
- Unit base provisions for forklift and/or crane lifting

Refrigeration System - Single Compressor (TTA0724*A, TTA0904*A)

- Single refrigeration circuit with integral subcooling circuit
- Single direct drive hermetic scroll compressor
- Suction gas-cooled motor w/ $\pm 10\%$ voltage utilization range of unit nameplate voltage
- Crankcase heater
- Internal temperature and current sensitive motor overloads
- No compressor suction and/or discharge valves (reduced vibration/sound)
- Factory installed liquid line filter drier
- Phase loss/reverse rotation monitor
- External high pressure cutout device
- External low pressure cutout device
- Evaporator defrost control
- Loss of charge protection (discharge temperature limit)

Condenser Coil (Microchanne) - (TTA)

- Microchannel coils burst tested by the manufacturer
- Coils shall be leak tested to ensure the pressure integrity
- Factory pressure and leak tested to 660 psig
- Perforated steel hail guards available (factory installed option or field installed accessory)

Condenser Fan - (TTA)

- 26" or 28" propeller fan(s)
- Direct drive
- Statically and dynamically balanced

Controls: Electro-Mechanical - (TTA)

- 24V control circuit Control transformer
- Thermostat compatible Anti-Short Cycle Timer



Controls - (TTA)

- Centralized microprocessor
- Indoor and outdoor temperature sensors drive algorithms, making decisions for all heating, cooling, and ventilation
- Integrated anti-short cycle timer
- Integrated time delay between compressors
- Completely internally wired
- Colored and keyed connectors and colored wires
- Contactor pressure lugs or terminal block
- Unit external mounting location for disconnect device
- Single point power entry
- Front or rear electrical connections (TTA 1804*C/D, 2404*C/D, 3004*C only)

Condenser Motor(s) - (TTA)

- Permanently lubricated totally enclosed or open construction
- Built-in current and thermal overloads
- Ball or sleeve bearing type

Condenser and Air Handler Pairings

Table 3. Model number descriptions

TWE Air Handler with Symbio
Digit 15 — Controls 1 = Constant Volume C = 2 Stage Airflow (Electromechanical Condenser Only) D = 2 Stage Airflow/Single Zone VAV (Symbio Condenser Only)

TWE Air Handler (pre-Symbio)
Digit 15 — Controls 0 = Constant Volume A = 2 Stage Airflow (Electromechanical Condenser Only) B = Single Zone VAV (ReliaTel Condenser Only)

Table 4. Condenser and air handler pairing instructions (See document SS-SVN016A-EN)

Condenser (model # digit)	Air Handler		Wiring Reference	Instructions
	Type	Supply Fan Type (model # digit)		
Odyssey Electromechanical (Digit 15 = E)	Odyssey Symbio	Constant Volume (Digit 15 = 1)	"Pairing C or 3," p. 10	Pairing F, D or G require wire harness kit WIR010190 (required) and WIR010185 (optional) to connect Air Handler Relay Board to VFD.
		2-Speed Airflow (Digit 15 = C)		
		Single Zone VAV (Digit 15 = D)	"Pairing D," p. 12	
Odyssey ReliaTel (Digit 15 = R)	Odyssey Symbio	Constant Volume (Digit 15 = 1)	"Pairing 4," p. 14	Pairing F, D or G require wire harness kit WIR010190 (required) and WIR010185 (optional) to connect Air Handler Relay Board to VFD.
		2-Speed Airflow (Digit 15 = C)	"Pairing E," p. 16	
		Single Zone VAV (Digit 15 = D)	"Pairing F," p. 16	

Condenser and Air Handler Pairings

Table 4. Condenser and air handler pairing instructions (continued) (See document SS-SVN016A-EN)

Condenser (model # digit)	Air Handler		Wiring Reference	Instructions
	Type	Supply Fan Type (model # digit)		
Odyssey Symbio (Digit 15 = S)	Odyssey Symbio	Constant Volume (Digit 15 = 1)	"Pairing A," p. 18	Install a shielded, twisted pair cable if the Air Handler has Electric Heat and/or requires Single Zone VAV operation (Trane IMC communication)
		2-Speed Airflow (Digit 15 = C)	"Pairing H," p. 20	Pairing G, H, and 2 will not have heat in defrost. Pairing G, H, and 2; electric heat will not operate if zone sensor installed, only with a thermostat Install a shielded, twisted pair cable if the Air Handler has Electric Heat and/or requires Single Zone VAV operation (Trane IMC communication)
		Single Zone VAV (Digit 15 = D)	"Pairing B," p. 18	Install a shielded, twisted pair cable if the Air Handler has Electric Heat and/or requires Single Zone VAV operation (Trane IMC communication) Install a shielded, twisted pair cable for Symbio Condenser control of the Air Handler supply fan VFD (Modbus communication)
	Odyssey Electromechanical	Constant Volume (Digit 15 = 0)	"Pairing 1 or 2," p. 22	Pairing G, H, and 2 will not have heat in defrost.
		2-Speed Airflow (Digit 15 = A)		Pairing G, H, and 2; electric heat will not operate if zone sensor installed, only with a thermostat.
	Odyssey ReliaTel	Variable Speed, Single Zone VAV (Digit 15 = B)	"Pairing G (preferred)," p. 24	Pairing G, H, and 2 will not have heat in defrost. Pairing G, H, and 2; electric heat will not operate if zone sensor installed, only with a thermostat. Install a shielded, twisted pair cable for Symbio Condenser control of the Air Handler supply fan VFD (Modbus communication)
			"Pairing G (optional)," p. 27	Pairing G, H, and 2; electric heat will not operate if zone sensor installed, only with a thermostat. Pairing F, D or G require wire harness kit WIR010190 (required) and WIR010185 (optional) to connect Air Handler Relay Board to VFD. This pairing requires the replacement of the RTOM module with a Symbio Relay Board (MOD03105) and that the VFD wires 81B, 82B, 93B, 94B and 94D be replaced with wire harness kit WIR010190 (required) and WIR010185 (optional). The Air Handler will operate as a 2-speed fan.
	Generic Air Handler	Constant Volume	"Pairing Y," p. 29	
Two Symbio Condensers (2 condensers to 1 air handler)	Odyssey Electromechanical		"Pairing Z," p. 30	

Job Name:

System Reference:

Date:



GENERAL FEATURES

- Multi-position design is suitable for any application requires no additional kits, even for downflow configuration
- Highly efficient DC motor and a forward curved blower ensures quiet, consistent fan operation
- Selectable external static pressure: 0.30, 0.50 and 0.80 in.WG with 3 fan speeds at each static setting
- 1 inch R4.2 fiberglass free insulation reduces condensation and boosts efficiency
- Positive pressure cabinet with air leakage of less than 2.0% at 1.0 In.WG (Tested per ASHRAE Standard 193)
- Unique blow through design allows simple coil cleaning when the blower is removed
- Optional electric heat kit for additional heat capacity
- Optional humidifier control and ERV control

Specifications			System
Unit Type			TPVFYP018AM141A
Cooling capacity (Nominal) ¹		BTU/H	18,000
Heating capacity (Nominal) ¹		BTU/H	20,000
Power source		Voltage, Phase, Hertz	208/230V, 1-phase, 60 Hz
MCA		A	3.0
Maximum Overcurrent Protection (MOCP)		A	15
External finish			High-gloss polyester powder coated
External Dimensions		In. [mm]	17 x 21-5/8 x 50-1/4 [432 x 548 x 1,275]
Net weight		Lbs [kg]	113 [51]
Heat exchanger			Cross fin (Aluminum fin and copper tube)
Fan	Type x quantity		Sirocco fan x 1
	External Static pressure	in.WG	0.30, 0.5, 0.8,
	Airflow rate	CFM	410–497–585
	Motor type		DC motor
Sound pressure level (Measured in anechoic room)		dB(A)	28–32–36
Air filter			Polypropylene Honeycomb
Refrigerant	Type		R410A
Diameter of refrigerant pipe (O.D.)	Liquid (High Pressure)	In. [mm]	1/4 [6.35] Braze
	Gas (Low Pressure)	In. [mm]	1/2 [12.7] Braze
Diameter of drain pipe		In. [mm]	FPT 3/4 [19.05]

NOTES:

¹Cooling / Heating capacity indicated at the maximum value at operation under the following conditions:

Cooling | Indoor: 80° F (26.7° C) DB / 67° F (19.4° C) WB; Outdoor 95° F (35° C) DB

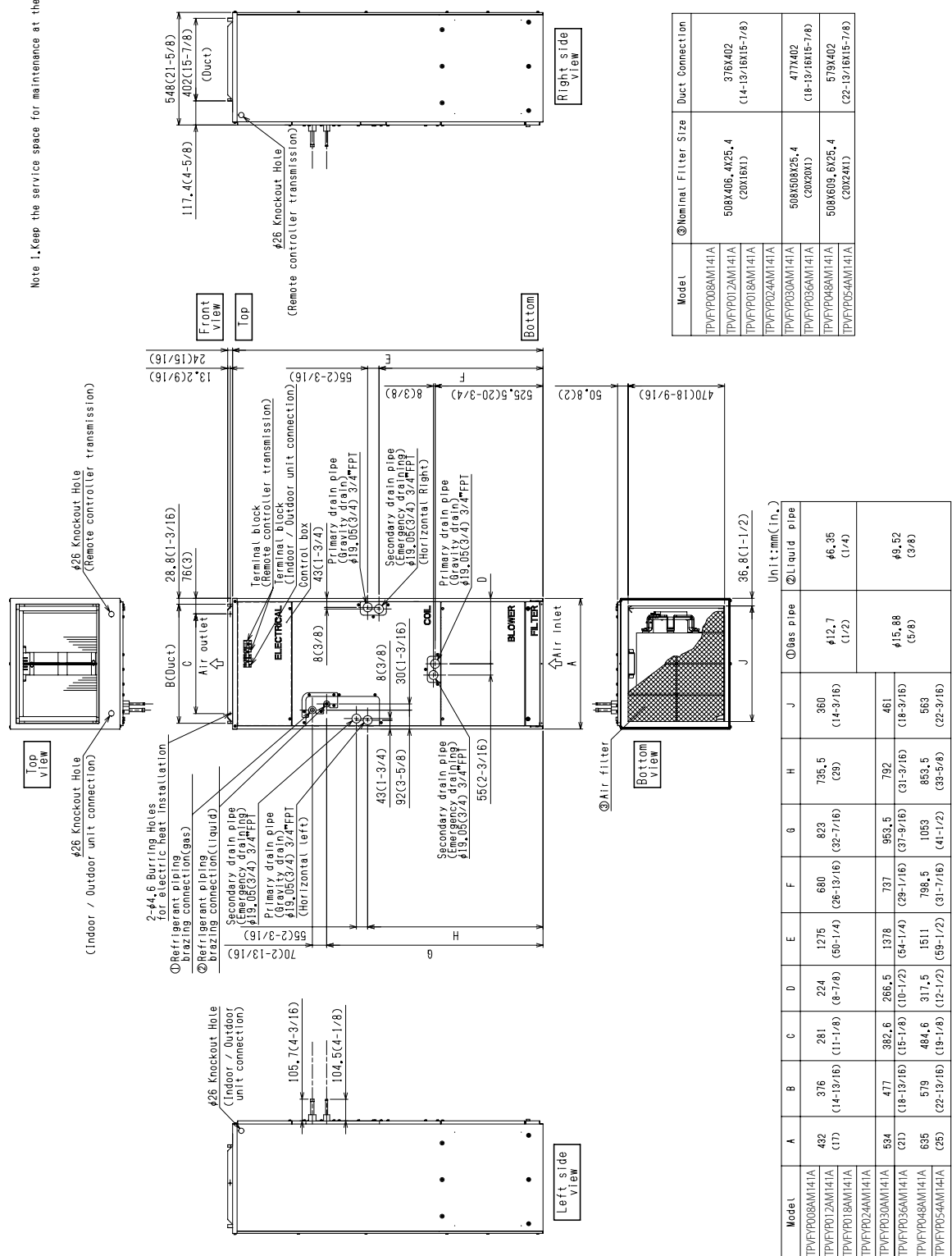
Heating | Indoor: 70° F (21.1° C) DB; Outdoor 47° F (8.3° C) DB / 43° F (6.1° C) WB

INDOOR UNIT ACCESSORIES: TPVFYP018AM141A

Control Interface	BACnet® and Modbus® Interface	PAC-UKPRC001-CN-1
	CN24 Relay Kit	CN24RELAY-KIT-CM3
	IT Extender	PAC-WHS01IE-E
	kumo station® for kumo cloud®	TAC-WHS01HC-E
	Thermostat Interface	PAC-US444CN-1
	Thermostat Interface	PAC-US445CN-1
Remote Sensor	Flush Mount Remote Temperature Sensor	PAC-USSEN002-FM-1
	Flush Mount Temperature Sensor	PAC-USSEN001-FM-1
	Remote Temperature Sensor	PAC-SE41TS-E
Terminal Signal Adapter	Terminal Signal Adapter	PAC-IT51AD-E
	Terminal Signal Adapter	PAC-IT52AD-E
Wired Remote Controller	Deluxe Wired MA Remote Controller†	TAR-40MAAU
	Simple MA Remote Controller†	TAC-YT53CRAU-J
	Smart ME Remote Controller - Backlit touchscreen	TAR-U01MEDU-K
	Touch MA Controller†	TAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	MHK2
	Wireless MA Receiver	PAR-SR32MA-E
	Wireless MA Remote Controller	TAR-FL32MA-E
Condensate	Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	X87-721
	Blue Diamond (MegaBlue Advanced) Condensate Pump w/ Reservoir & Sensor	X87-835
	Blue Diamond MultiTank — collection tank for use with multiple pumps	C21-014
	Blue Diamond Sensor Extension Cable — 15 Ft.	C13-103
	Refco Condensate Pump (100-240 VAC) up to 120,000 BTU/H	COMBI
	Sauermann Condensate Pump	SI30-230
Electric Heat Lockout	Electric Heat Lockout	ETC-211020-MIT
Electric Kit Heats	3kW Electric Heater	EH03-MPA-SB
	5kW Electric Heater	EH05-MPA-SB
	8kW Electric Heater	EH08-MPA-SB

Units: mm (in.)

Note 1. Keep the service space for maintenance at the front.



Job Name:

System Reference:

Date:



GENERAL FEATURES

- Multi-position design is suitable for any application requires no additional kits, even for downflow configuration
- Highly efficient DC motor and a forward curved blower ensures quiet, consistent fan operation
- Selectable external static pressure: 0.30, 0.50 and 0.80 in.WG with 3 fan speeds at each static setting
- 1 inch R4.2 fiberglass free insulation reduces condensation and boosts efficiency
- Positive pressure cabinet with air leakage of less than 2.0% at 1.0 In.WG (Tested per ASHRAE Standard 193)
- Unique blow through design allows simple coil cleaning when the blower is removed
- Optional electric heat kit for additional heat capacity
- Optional humidifier control and ERV control

Specifications			System
Unit Type			TPVFYP012AM141A
Cooling capacity (Nominal) ¹		BTU/H	12,000
Heating capacity (Nominal) ¹		BTU/H	13,500
Power source		Voltage, Phase, Hertz	208/230V, 1-phase, 60 Hz
MCA		A	3.0
Maximum Overcurrent Protection (MOCP)		A	15
External finish			High-gloss polyester powder coated
External Dimensions		In. [mm]	17 x 21-5/8 x 50-1/4 [432 x 548 x 1,275]
Net weight		Lbs [kg]	113 [51]
Heat exchanger			Cross fin (Aluminum fin and copper tube)
Fan	Type x quantity		Sirocco fan x 1
	External Static pressure	in.WG	0.30, 0.5, 0.8,
	Airflow rate	CFM	280–340–400
	Motor type		DC motor
Sound pressure level (Measured in anechoic room)		dB(A)	27–31–35
Air filter			Polypropylene Honeycomb
Refrigerant	Type		R410A
Diameter of refrigerant pipe (O.D.)	Liquid (High Pressure)	In. [mm]	1/4 [6.35] Braze
	Gas (Low Pressure)	In. [mm]	1/2 [12.7] Braze
Diameter of drain pipe		In. [mm]	FPT 3/4 [19.05]

NOTES:

¹Cooling / Heating capacity indicated at the maximum value at operation under the following conditions:

Cooling | Indoor: 80° F (26.7° C) DB / 67° F (19.4° C) WB; Outdoor 95° F (35° C) DB

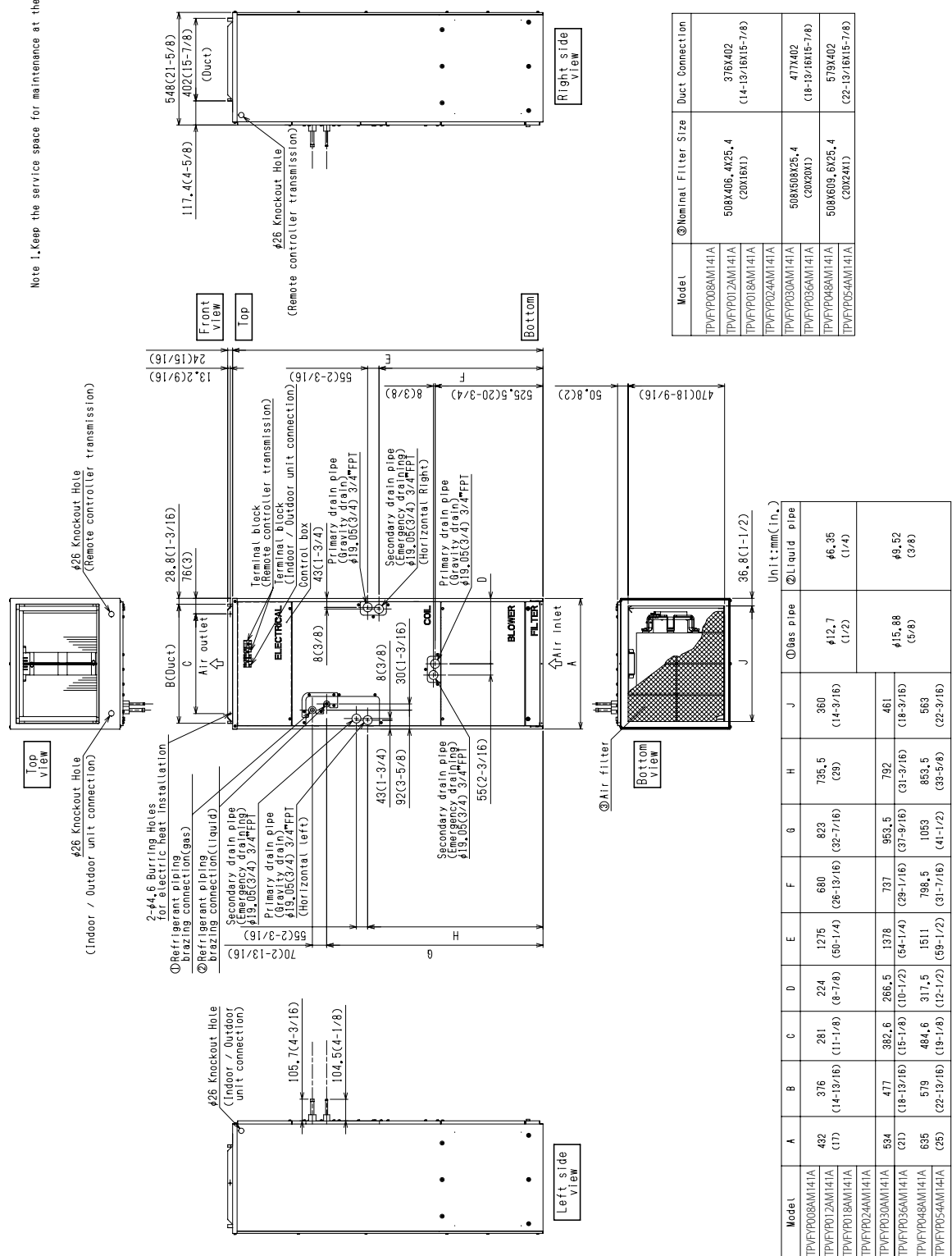
Heating | Indoor: 70° F (21.1° C) DB; Outdoor 47° F (8.3° C) DB / 43° F (6.1° C) WB

INDOOR UNIT ACCESSORIES: TPVFYP012AM141A

Control Interface	BACnet® and Modbus® Interface	PAC-UKPRC001-CN-1
	CN24 Relay Kit	CN24RELAY-KIT-CM3
	IT Extender	PAC-WHS01IE-E
	kumo station® for kumo cloud®	TAC-WHS01HC-E
	Thermostat Interface	PAC-US444CN-1
	Thermostat Interface	PAC-US445CN-1
Remote Sensor	Flush Mount Remote Temperature Sensor	PAC-USSEN002-FM-1
	Flush Mount Temperature Sensor	PAC-USSEN001-FM-1
	Remote Temperature Sensor	PAC-SE41TS-E
Terminal Signal Adapter	Terminal Signal Adapter	PAC-IT51AD-E
	Terminal Signal Adapter	PAC-IT52AD-E
Wired Remote Controller	Deluxe Wired MA Remote Controller†	TAR-40MAAU
	Simple MA Remote Controller†	TAC-YT53CRAU-J
	Smart ME Remote Controller - Backlit touchscreen	TAR-U01MEDU-K
	Touch MA Controller†	TAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	MHK2
	Wireless MA Receiver	PAR-SR32MA-E
	Wireless MA Remote Controller	TAR-FL32MA-E
Condensate	Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	X87-721
	Blue Diamond (MegaBlue Advanced) Condensate Pump w/ Reservoir & Sensor	X87-835
	Blue Diamond MultiTank — collection tank for use with multiple pumps	C21-014
	Blue Diamond Sensor Extension Cable — 15 Ft.	C13-103
	Refco Condensate Pump (100-240 VAC) up to 120,000 BTU/H	COMBI
	Sauermann Condensate Pump	SI30-230
Electric Heat Lockout	Electric Heat Lockout	ETC-211020-MIT
Electric Kit Heats	3kW Electric Heater	EH03-MPA-SB
	5kW Electric Heater	EH05-MPA-SB

Units: mm (in.)

Note 1. Keep the service space for maintenance at the front.



Job Name:

System Reference:

Date:



GENERAL FEATURES

- Multi-position design is suitable for any application requires no additional kits, even for downflow configuration
- Highly efficient DC motor and a forward curved blower ensures quiet, consistent fan operation
- Selectable external static pressure: 0.30, 0.50 and 0.80 in.WG with 3 fan speeds at each static setting
- 1 inch R4.2 fiberglass free insulation reduces condensation and boosts efficiency
- Positive pressure cabinet with air leakage of less than 2.0% at 1.0 In.WG (Tested per ASHRAE Standard 193)
- Unique blow through design allows simple coil cleaning when the blower is removed
- Optional electric heat kit for additional heat capacity
- Optional humidifier control and ERV control

Specifications			System
Unit Type			TPVFYP030AM141A
Cooling capacity (Nominal) ¹		BTU/H	30,000
Heating capacity (Nominal) ¹		BTU/H	34,000
Power source		Voltage, Phase, Hertz	208/230V, 1-phase, 60 Hz
MCA		A	4.13
Maximum Overcurrent Protection (MOCP)		A	15
External finish			High-gloss polyester powder coated
External Dimensions		In. [mm]	21 x 21-5/8 x 54-1/4 [534 x 548 x 1,378]
Net weight		Lbs [kg]	141 [64]
Heat exchanger			Cross fin (Aluminum fin and copper tube)
Fan	Type x quantity		Sirocco fan x 1
	External Static pressure	in.WG	0.30, 0.5, 0.8,
	Airflow rate	CFM	613–744–875
	Motor type		DC motor
Sound pressure level (Measured in anechoic room)		dB(A)	32–36–40
Air filter			Polypropylene Honeycomb
Refrigerant	Type		R410A
Diameter of refrigerant pipe (O.D.)	Liquid (High Pressure)	In. [mm]	3/8 [9.52] Braze
	Gas (Low Pressure)	In. [mm]	5/8 [15.88] Braze
Diameter of drain pipe		In. [mm]	FPT 3/4 [19.05]

NOTES:

¹Cooling / Heating capacity indicated at the maximum value at operation under the following conditions:

Cooling | Indoor: 80° F (26.7° C) DB / 67° F (19.4° C) WB; Outdoor 95° F (35° C) DB

Heating | Indoor: 70° F (21.1° C) DB; Outdoor 47° F (8.3° C) DB / 43° F (6.1° C) WB

INDOOR UNIT ACCESSORIES: TPVFYP030AM141A

Control Interface	BACnet® and Modbus® Interface	PAC-UKPRC001-CN-1
	CN24 Relay Kit	CN24RELAY-KIT-CM3
	IT Extender	PAC-WHS01IE-E
	kumo station® for kumo cloud®	TAC-WHS01HC-E
	Thermostat Interface	PAC-US444CN-1
	Thermostat Interface	PAC-US445CN-1
Remote Sensor	Flush Mount Remote Temperature Sensor	PAC-USSEN002-FM-1
	Flush Mount Temperature Sensor	PAC-USSEN001-FM-1
	Remote Temperature Sensor	PAC-SE41TS-E
Terminal Signal Adapter	Terminal Signal Adapter	PAC-IT51AD-E
	Terminal Signal Adapter	PAC-IT52AD-E
Wired Remote Controller	Deluxe Wired MA Remote Controller†	TAR-40MAAU
	Simple MA Remote Controller†	TAC-YT53CRAU-J
	Smart ME Remote Controller - Backlit touchscreen	TAR-U01MEDU-K
	Touch MA Controller†	TAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	MHK2
	Wireless MA Receiver	☐ PAR-SR32MA-E
	Wireless MA Remote Controller	☐ TAR-FL32MA-E
Condensate	Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	X87-721
	Blue Diamond (MegaBlue Advanced) Condensate Pump w/ Reservoir & Sensor	X87-835
	Blue Diamond MultiTank — collection tank for use with multiple pumps	C21-014
	Blue Diamond Sensor Extension Cable — 15 Ft.	C13-103
	Refco Condensate Pump (100-240 VAC) up to 120,000 BTU/H	COMBI
	Sauermann Condensate Pump	SI30-230
Electric Heat Lockout	Electric Heat Lockout	ETC-211020-MIT
Electric Kit Heats	10kW Electric Heater	EH10-MPA-MB
	3kW Electric Heater	EH03-MPA-MB
	5kW Electric Heater	EH05-MPA-MB
	5kW Electric Heater Module-Medium Cabinet	EH05-MPA-M
	8kW Electric Heater	EH08-MPA-MB

Units: mm (in.)

[illegible]

Model	③Nominal Filter Size	Duct Connection
TPVFPD08AM141A		
TPVFPD12AM141A	508X406, 4X25, 4 (20X161)	376X402 (14-13/16X15-7/8)
TPVFPD18AM141A		
TPVFPD24AM141A		
TPVFPD30AM141A	508X508X25, 4 (20X201)	477X402 (16-1/8X15-7/8)
TPVFPD36AM141A		
TPVFPD48AM141A	508X606, 6X25, 4 (20X241)	579X402 (22-13/16X15-7/8)
TPVFPD54AM141A		

Model	A	B	C	D	E	F	g	H	J	①Gas pipe	②Liquid pipe	Unit:mm(1/2)
TPVFFP008AM141A	432	376	281	224	127/5	680	823	735.5	360	φ12.7 (1/2)	φ6.35 (1/4)	
TPVFFP02AM141A (1T)		(14-19/16)	(11-1/8)	(8-7/8)	(50-1/4)	(26-13/16)	(32-7/16)	(29)	(14-9/16)			
TPVFFP018AM141A												
TPVFFP022AM141A												
TPVFFP030AM141A	534	477	382.6	286.5	1378	737	953.5	792	461	φ15.88 (5/8)	φ9.52 (3/8)	
TPVFFP036AM141A (2T)		(18-13/16)	(15-7/8)	(10-1/2)	(64-1/4)	(29-1/16)	(37-9/16)	(31-3/16)	(18-3/16)			
TPVFFP048AM141A	635	579	484.6	317.5	1511	798.5	1053	854.5	563			
TPVFFP054AM141A (2T)		(22-13/16)	(19-1/8)	(12-1/2)	(59-1/2)	(31-7/16)	(41-1/2)	(33-5/8)	(22-3/16)			

Job Name:

System Reference:

Date:



GENERAL FEATURES

- Multi-position design is suitable for any application requires no additional kits, even for downflow configuration
- Highly efficient DC motor and a forward curved blower ensures quiet, consistent fan operation
- Selectable external static pressure: 0.30, 0.50 and 0.80 in.WG with 3 fan speeds at each static setting
- 1 inch R4.2 fiberglass free insulation reduces condensation and boosts efficiency
- Positive pressure cabinet with air leakage of less than 2.0% at 1.0 In.WG (Tested per ASHRAE Standard 193)
- Unique blow through design allows simple coil cleaning when the blower is removed
- Optional electric heat kit for additional heat capacity
- Optional humidifier control and ERV control

Specifications			System
Unit Type			TPVFYP036AM141A
Cooling capacity (Nominal) ¹		BTU/H	36,000
Heating capacity (Nominal) ¹		BTU/H	40,000
Power source		Voltage, Phase, Hertz	208/230V, 1-phase, 60 Hz
MCA		A	4.13
Maximum Overcurrent Protection (MOCP)		A	15
External finish			High-gloss polyester powder coated
External Dimensions		In. [mm]	21 x 21-5/8 x 54-1/4 [534 x 548 x 1,378]
Net weight		Lbs [kg]	141 [64]
Heat exchanger			Cross fin (Aluminum fin and copper tube)
Fan	Type x quantity		Sirocco fan x 1
	External Static pressure	in.WG	0.30, 0.5, 0.8,
	Airflow rate	CFM	767–931–1,095
	Motor type		DC motor
Sound pressure level (Measured in anechoic room)		dB(A)	35–39–43
Air filter			Polypropylene Honeycomb
Refrigerant	Type		R410A
Diameter of refrigerant pipe (O.D.)	Liquid (High Pressure)	In. [mm]	3/8 [9.52] Braze
	Gas (Low Pressure)	In. [mm]	5/8 [15.88] Braze
Diameter of drain pipe		In. [mm]	FPT 3/4 [19.05]

NOTES:

¹Cooling / Heating capacity indicated at the maximum value at operation under the following conditions:

Cooling | Indoor: 80° F (26.7° C) DB / 67° F (19.4° C) WB; Outdoor 95° F (35° C) DB

Heating | Indoor: 70° F (21.1° C) DB; Outdoor 47° F (8.3° C) DB / 43° F (6.1° C) WB

INDOOR UNIT ACCESSORIES: TPVFYP036AM141A

Control Interface	BACnet® and Modbus® Interface	PAC-UKPRC001-CN-1
	CN24 Relay Kit	CN24RELAY-KIT-CM3
	IT Extender	PAC-WHS01IE-E
	kumo station® for kumo cloud®	TAC-WHS01HC-E
	Thermostat Interface	PAC-US444CN-1
	Thermostat Interface	PAC-US445CN-1
Remote Sensor	Flush Mount Remote Temperature Sensor	PAC-USSEN002-FM-1
	Flush Mount Temperature Sensor	PAC-USSEN001-FM-1
	Remote Temperature Sensor	PAC-SE41TS-E
Terminal Signal Adapter	Terminal Signal Adapter	PAC-IT51AD-E
	Terminal Signal Adapter	PAC-IT52AD-E
Wired Remote Controller	Deluxe Wired MA Remote Controller†	TAR-40MAAU
	Simple MA Remote Controller†	TAC-YT53CRAU-J
	Smart ME Remote Controller - Backlit touchscreen	TAR-U01MEDU-K
	Touch MA Controller†	TAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	MHK2
	Wireless MA Receiver	PAR-SR32MA-E
	Wireless MA Remote Controller	TAR-FL32MA-E
Condensate	Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	X87-721
	Blue Diamond (MegaBlue Advanced) Condensate Pump w/ Reservoir & Sensor	X87-835
	Blue Diamond MultiTank — collection tank for use with multiple pumps	C21-014
	Blue Diamond Sensor Extension Cable — 15 Ft.	C13-103
	Refco Condensate Pump (100-240 VAC) up to 120,000 BTU/H	COMBI
	Sauermann Condensate Pump	SI30-230
Electric Heat Lockout	Electric Heat Lockout	ETC-211020-MIT
Electric Kit Heats	10kW Electric Heater	EH10-MPA-MB
	8kW Electric Heater	EH08-MPA-MB

Units: mm (in.)

[illegible]

Model	③Nominal Filter Size	Duct Connection
TPVFP008AM141A		
TPVFP012AM141A		
TPVFP016AM141A	508X406, 4X25, 4 (2016X1)	376X402 (14-13/16X5-7/8)
TPVFP020AM141A		
TPVFP024AM141A		
TPVFP030AM141A	508X508X25, 4 (2030X1)	477X402 (18-13/16X5-7/8)
TPVFP036AM141A		
TPVFP048AM141A	508X605, 6X25, 4 (2042X1)	579X402 (22-13/16X5-7/8)
TPVFP054AM141A		

Model		A	B	C	D	E	F	G	H	J	① Gas pipe	② Liquid pipe
①	TPVF0208AM141A	432	376	281	224	1275	680	823	735.5	360	φ12.7 (1/2)	φ6.35 (1/4)
	TPVF0212AM141A	(17)	(14-13/16)	(11-1/8)	(8-7/8)	(50-1/4)	(26-13/16)	(32-7/16)	(23)	(14-9/16)		
	TPVF0216AM141A											
	TPVF0224AM141A											
②	TPVF0230AM141A	534	477	382.6	266.5	1378	737	953.5	792	461	φ15.88 (5/8)	φ9.52 (3/8)
	TPVF0236AM141A	(21)	(18-13/16)	(15-7/8)	(10-1/2)	(64-1/4)	(29-1/16)	(37-9/16)	(31-3/16)	(18-5/16)		
	TPVF0248AM141A	635	579	484.6	317.5	1511	798.5	1053	853.5	563		
	TPVF0264AM141A	(26)	(22-19/16)	(19-1/8)	(12-1/2)	(69-1/2)	(31-7/16)	(41-1/2)	(33-5/8)	(22-9/16)		

Job Name:

System Reference:

Date:



GENERAL FEATURES

- Multi-position design is suitable for any application requires no additional kits, even for downflow configuration
- Highly efficient DC motor and a forward curved blower ensures quiet, consistent fan operation
- Selectable external static pressure: 0.30, 0.50 and 0.80 in.WG with 3 fan speeds at each static setting
- 1 inch R4.2 fiberglass free insulation reduces condensation and boosts efficiency
- Positive pressure cabinet with air leakage of less than 2.0% at 1.0 In.WG (Tested per ASHRAE Standard 193)
- Unique blow through design allows simple coil cleaning when the blower is removed
- Optional electric heat kit for additional heat capacity
- Optional humidifier control and ERV control

Specifications			System
Unit Type			TPVFYP054AM141A
Cooling capacity (Nominal) ¹		BTU/H	54,000
Heating capacity (Nominal) ¹		BTU/H	60,000
Power source		Voltage, Phase, Hertz	208/230V, 1-phase, 60 Hz
MCA		A	5.63
Maximum Overcurrent Protection (MOCP)		A	15
External finish			High-gloss polyester powder coated
External Dimensions		In. [mm]	25 x 21-5/8 x 59-1/2 [635 x 548 x 1,511]
Net weight		Lbs [kg]	172 [78]
Heat exchanger			Cross fin (Aluminum fin and copper tube)
Fan	Type x quantity		Sirocco fan x 1
	External Static pressure	in.WG	0.30, 0.5, 0.8,
	Airflow rate	CFM	1,040–1,262–1,485
	Motor type		DC motor
Sound pressure level (Measured in anechoic room)		dB(A)	36–40–44
Air filter			Polypropylene Honeycomb
Refrigerant	Type		R410A
Diameter of refrigerant pipe (O.D.)	Liquid (High Pressure)	In. [mm]	3/8 [9.52] Braze
	Gas (Low Pressure)	In. [mm]	5/8 [15.88] Braze
Diameter of drain pipe		In. [mm]	FPT 3/4 [19.05]

NOTES:

¹Cooling / Heating capacity indicated at the maximum value at operation under the following conditions:

Cooling | Indoor: 80° F (26.7° C) DB / 67° F (19.4° C) WB; Outdoor 95° F (35° C) DB

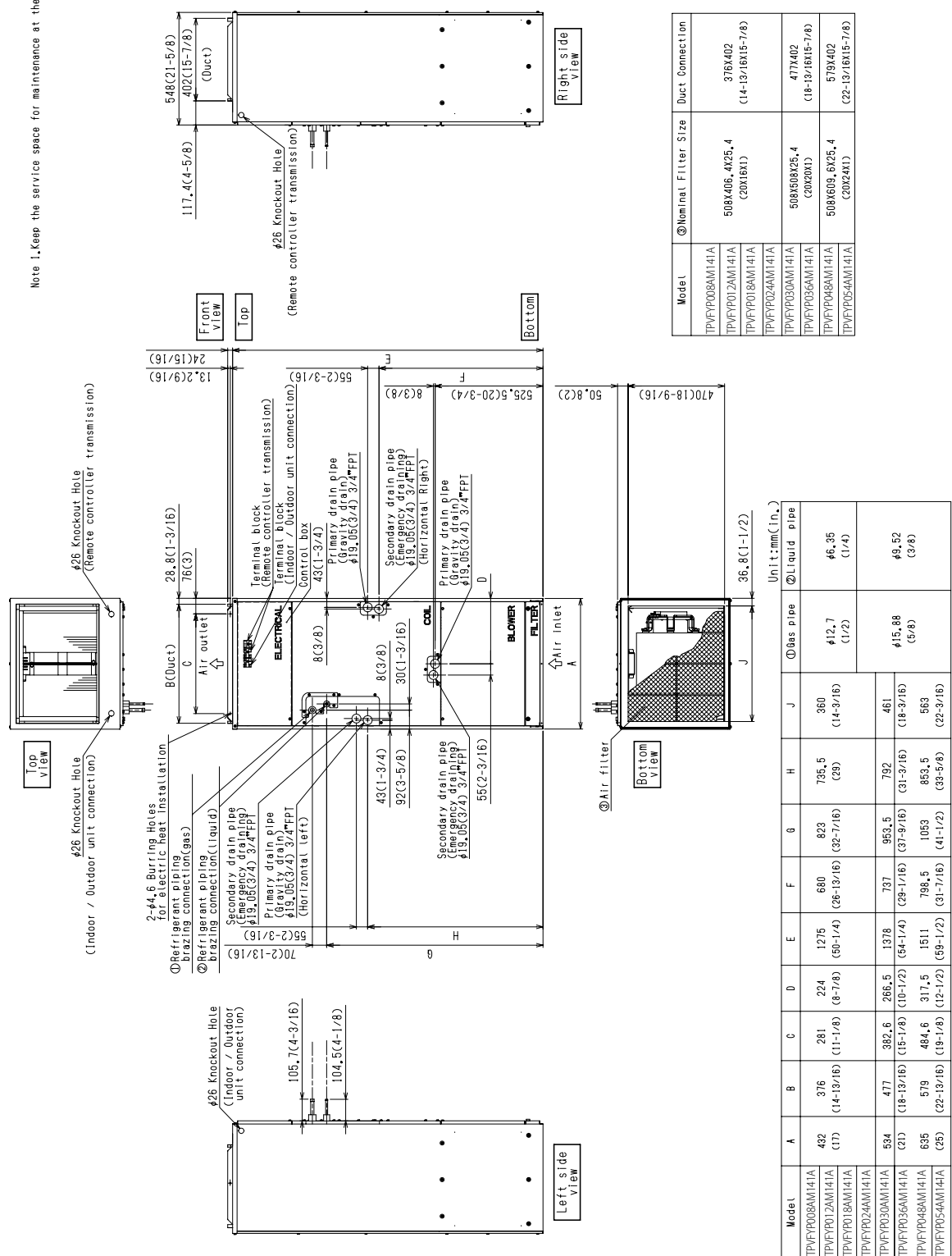
Heating | Indoor: 70° F (21.1° C) DB; Outdoor 47° F (8.3° C) DB / 43° F (6.1° C) WB

INDOOR UNIT ACCESSORIES: TPVFYP054AM141A

Control Interface	BACnet® and Modbus® Interface	☐ PAC-UKPRC001-CN-1
	CN24 Relay Kit	☐ CN24RELAY-KIT-CM3
	IT Extender	☐ PAC-WHS01IE-E
	kumo station® for kumo cloud®	☐ TAC-WHS01HC-E
	Thermostat Interface	☐ PAC-US444CN-1
	Thermostat Interface	☐ PAC-US445CN-1
Remote Sensor	Flush Mount Remote Temperature Sensor	☐ PAC-USSEN002-FM-1
	Flush Mount Temperature Sensor	☐ PAC-USSEN001-FM-1
	Remote Temperature Sensor	☐ PAC-SE41TS-E
Terminal Signal Adapter	Terminal Signal Adapter	☐ PAC-IT51AD-E
	Terminal Signal Adapter	☐ PAC-IT52AD-E
Wired Remote Controller	Deluxe Wired MA Remote Controller†	☐ TAR-40MAAU
	Simple MA Remote Controller†	☐ TAC-YT53CRAU-J
	Smart ME Remote Controller - Backlit touchscreen	☐ TAR-U01MEDU-K
	Touch MA Controller†	☐ TAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	☐ MHK2
	Wireless MA Receiver	☐ PAR-SR32MA-E
	Wireless MA Remote Controller	☐ TAR-FL32MA-E
Condensate	Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	☐ X87-721
	Blue Diamond (MegaBlue Advanced) Condensate Pump w/ Reservoir & Sensor	☐ X87-835
	Blue Diamond MultiTank — collection tank for use with multiple pumps	☐ C21-014
	Blue Diamond Sensor Extension Cable — 15 Ft.	☐ C13-103
	Refco Condensate Pump (100-240 VAC) up to 120,000 BTU/H	☐ COMBI
	Sauermann Condensate Pump	☐ SI30-230
Electric Heat Lockout	Electric Heat Lockout	☐ ETC-211020-MIT
Electric Kit Heats	10kW Electric Heater	☐ EH10-MPA-LB
	15kW Electric Heater	☐ EH15-MPAS-LB
	17kW Electric Heater	☐ EH17-MPAS-LB

Units: mm (in.)

Note 1. Keep the service space for maintenance at the front.



Job Name:

System Reference:

Date:

208/230V OUTDOOR VRF HEAT PUMP SYSTEM**UNIT OPTION**

- ☐ Standard Model.....TUHYP1203AN40AN
☐ Seacoast (BS) Model.....TUHYP1203AN40AB

ACCESSORIES

- ☐ Header Kit.....for details see Pipe Accessories Submittal
☐ Joint Kit.....for details see Pipe Accessories Submittal
☐ Low Ambient Kit.....for details see Low Ambient Kit Submittal
☐ Panel Heater Kit.....for details see Panel Heater Kit Submittal
☐ Snow/Hail Guards Kit.....for details see Snow/Hail Guards Kit Submittal

Specifications			System
Unit Type			TUHYP1203AN40A(N/B)
Cooling Capacity (Nominal)		BTU/H	120,000
Heating Capacity (Nominal)		BTU/H	135,000
Guaranteed Operating Range	Cooling	°F [°C]	23~126 [-5.0~52.0]
	Heating	°F [°C]	-13~60 [-25.0~15.5]
Extended Operating Range	Heating	°F [°C]	-18.0~60 [-28.0~15.5]
External Dimensions (H x W x D)		In. [mm]	71-5/8 x 48-7/8 x 29-3/16 [1,818 x 1,240 x 740]
Net Weight		Lbs. [kg]	605 [274]
External Finish			Pre-coated galvanized steel sheet (+powder coating for -BS type) [MUNSELL 3Y 7.8/1.1 or similar]
Electrical Power Requirements	Voltage, Phase, Hertz, Power Tolerance		208/230V, 3-phase, 60 Hz, ±10%
Minimum Circuit Ampacity		A	41.0/38.0
Maximum Overcurrent Protection		A	60/60
Recommended Fuse Size		A	50/50
Recommended Minimum Wire Size		AWG [mm]	6/6 [13.3/13.3]
SCCR		kA	5
Refrigerant Piping Diameter	Liquid (High Pressure)	In. [mm]	3/8 [9.52] Brazed (Pipe Size Dependent on Piping Length)
	Gas (Low Pressure)	In. [mm]	1-1/8 [28.58] Brazed
Max. Total Refrigerant Line Length		Ft.	3,280
Max. Refrigerant Line Length (Between ODU & IDU)		Ft.	541
Max. Control Wiring Length		Ft.	1,640
Indoor Unit Connectable	Total Capacity		50.0~130.0% of outdoor unit capacity
	Model/Quantity		P04~P96/1.0~30.0
Sound Pressure Levels		dB(A)	60.0/62.0
Sound Power Levels		dB(A)	80.0/81.0
FAN ⁴	Type x Quantity		Propeller fan x 2
	Fan Motor Output	kW	0.46+0.46
	Airflow Rate	CFM	7,750
	External Static Pressure	In. WG	Selectable; 0.00, 0.12, 0.24, 0.32, In. WG; factory set to 0 In. WG
Compressor Operating Range			18.0% to 100.0%
Compressor Refrigerant	Type x Quantity		Inverter scroll hermetic compressor x 1
	Type x Original Charge		R410A x 21 lbs + 9.0 oz [9.8 kg]
Protection Devices	High Pressure Protection		High pressure sensor, High pressure switch at 4.15 MPa (601 psi)
	Inverter Circuit (Comp./Fan)		Over-current protection
AHRI Ratings (Ducted/Non-ducted)	EER		12.3/13.3
	IEER		23.6/28.8
	COP		3.7/4.05

NOTES:

Nominal cooling conditions (Test conditions are based on AHRI 1230)
Indoor: 80°F DB./67°F WB. (26.7°C DB./19.4°C WB.), Outdoor: 95°F DB. (35°C DB.)
Nominal heating conditions (Test conditions are based on AHRI 1230)
Indoor: 70°F DB. (21.1°C DB.), Outdoor: 47°F DB./43°F WB. (8.3°C DB./6.1°C WB.)

¹Harsh weather environments may demand performance enhancing equipment. Ask your Mitsubishi Electric representative for more details about your region

²For details on extended cooling operation range down to -10° F DB, see Low Ambient Kit Submittal

³When applying product below -4°F, consult your design engineer for cold climate application best practices, including the use of a backup source for heating

⁴Unit will continue to operate in extended operating range, but capacity is not guaranteed

OUTDOOR UNIT: TUHYP1203AN40A(N/B) – DIMENSIONS

TUHYP(096/120/144)3AN40A(N/B)

Unit: mm (in.)

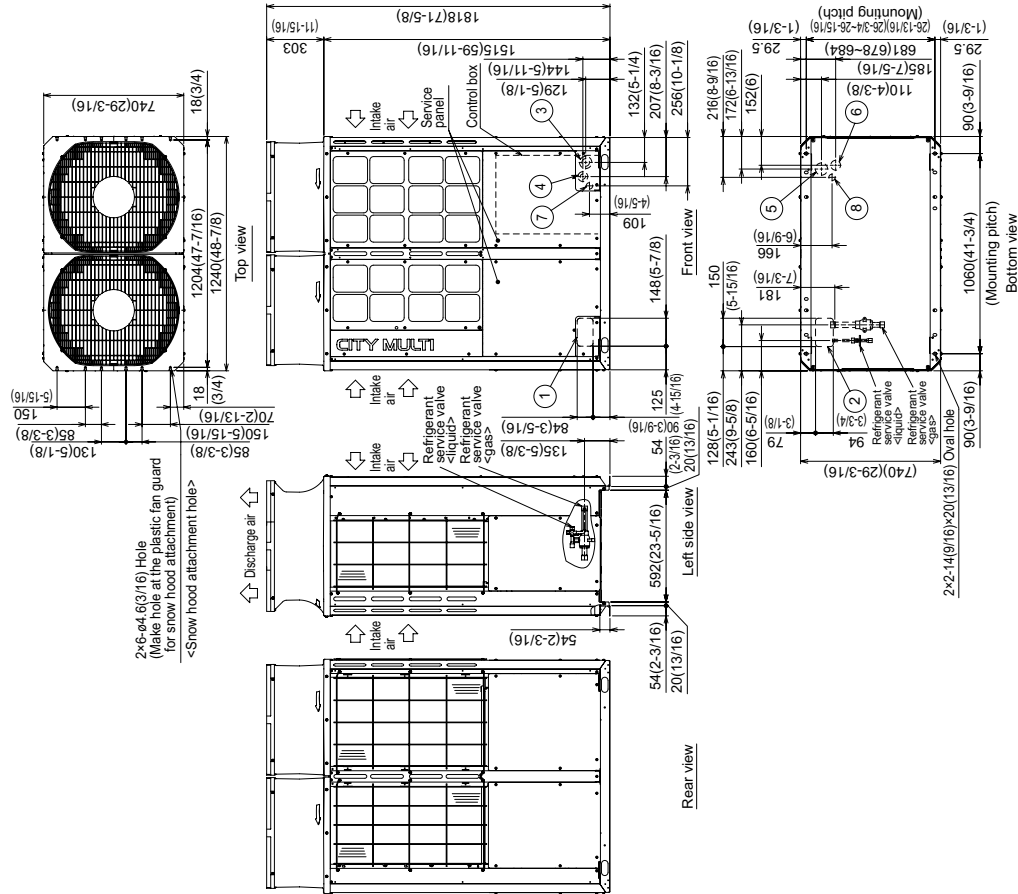
Note 1. At brazing of pipes, wrap the refrigerant service valve with wet cloth and keep the temperature of refrigerant service valve under 120°C(248°F).

Connecting pipe specifications

Model	Refrigerant pipe		Diameter	
	Liquid	Gas	Gas	Service valve
P096	ø6.3(3/8) Brazed	ø12.7(1/2) Brazed	ø22.7(7/8) Brazed	Liquid
P120	ø6.3(3/8) Brazed	ø12.7(1/2) Brazed	ø22.7(7/8) Brazed	Gas
P144	ø12.7(1/2) Brazed	ø12.7(1/2) Brazed	ø22.7(7/8) Brazed	Gas

- *1 Connect the refrigerant pipe to the service valve according to the Installation Manual.
- *2 Indicates dimensions and connection specifications in the case the unit is used in combination with other outdoor units.
- *3 Furthest piping length (OU from IU)≥90m
- *4 Furthest piping length (OU from IU)≥40m

NO.	Usage	Specifications
①	For pipes	Front through hole 146(5-7/8) × 84(3-5/16) Knockout hole
②		Bottom through hole 150(5-15/16) × 94(3-3/4) Knockout hole
③		Front through hole ø62.7(2-1/2) or ø64.5(1-3/8) Knockout hole
④		Bottom through hole ø62.7(2-1/2) or ø64.5(1-3/8) Knockout hole
⑤	For wires	Front through hole ø45.7(1-3/4) or ø22.7(7/8) Knockout hole
⑥		Bottom through hole ø45.7(1-3/4) or ø22.7(7/8) Knockout hole
⑦	For transmission cables	Front through hole ø32(2-1/16) Knockout hole
⑧		Bottom through hole ø32(2-1/16) Knockout hole



NOTES:
 SEACOAST PROTECTION
 Anti-corrosion Protection: A coating treatment is applied to condenser coil for protection from air contaminants.
 Standard: Salt Spray Test Method - no unusual rust development to 480 hours.
 Sea Coast (BS): Salt Spray Test Method (JRA 9002) - no unusual rust development to 960 hours.

FORM# TUHYP1203AN40A(N/B) - 202204



Job Name:

System Reference:

Date:

208/230V OUTDOOR VRF HEAT PUMP SYSTEM**UNIT OPTION**

- ☐ Standard Model.....TUHYP1683AN40AN
☐ Seacoast (BS) Model.....TUHYP1683AN40AB

ACCESSORIES

- ☐ Header Kit.....for details see Pipe Accessories Submittal
☐ Joint Kit.....for details see Pipe Accessories Submittal
☐ Low Ambient Kit.....for details see Low Ambient Kit Submittal
☐ Panel Heater Kit.....for details see Panel Heater Kit Submittal
☐ Snow/Hail Guards Kit.....for details see Snow/Hail Guards Kit Submittal

Specifications			System
Unit Type			TUHYP1683AN40A(N/B)
Cooling Capacity (Nominal)		BTU/H	168,000
Heating Capacity (Nominal)		BTU/H	188,000
Guaranteed Operating Range	Cooling	°F [°C]	23~126 [-5.0~52.0]
	Heating	°F [°C]	-13~60 [-25.0~15.5]
Extended Operating Range	Heating	°F [°C]	-18.0~60 [-28.0~15.5]
External Dimensions (H x W x D)		In. [mm]	71-5/8 x 68-15/16 x 29-3/16 [1,818 x 1,750 x 740]
Net Weight		Lbs. [kg]	724 [328]
External Finish			Pre-coated galvanized steel sheet (+powder coating for -BS type) [MUNSELL 3Y 7.8/1.1 or similar]
Electrical Power Requirements	Voltage, Phase, Hertz, Power Tolerance		208/230V, 3-phase, 60 Hz, ±10%
Minimum Circuit Ampacity		A	59.0/54.0
Maximum Overcurrent Protection		A	90/90
Recommended Fuse Size		A	70/70
Recommended Minimum Wire Size		AWG [mm]	4/4 [21.2/21.2]
SCCR		kA	5
Refrigerant Piping Diameter	Liquid (High Pressure)	In. [mm]	5/8 [15.88] Braze
	Gas (Low Pressure)	In. [mm]	1-1/8 [28.58] Braze
Max. Total Refrigerant Line Length		Ft.	3,280
Max. Refrigerant Line Length (Between ODU & IDU)		Ft.	541
Max. Control Wiring Length		Ft.	1,640
Indoor Unit Connectable	Total Capacity		50.0~130.0% of outdoor unit capacity
	Model/Quantity		P04~P96/1.0~42.0
Sound Pressure Levels		dB(A)	60.5/64.5
Sound Power Levels		dB(A)	79.0/83.5
FAN ⁴	Type x Quantity		Propeller fan x 2
	Fan Motor Output	kW	0.92+0.92
	Airflow Rate	CFM	10,600
	External Static Pressure	In. WG	Selectable; 0.00, 0.12, 0.24, 0.32, In. WG; factory set to 0 In. WG
Compressor Operating Range			14.0% to 100.0%
Compressor Refrigerant	Type x Quantity		Inverter scroll hermetic compressor x 1
	Type x Original Charge		R410A x 23 lbs + 12.0 oz [10.8 kg]
Protection Devices	High Pressure Protection		High pressure sensor, High pressure switch at 4.15 MPa (601 psi)
	Inverter Circuit (Comp./Fan)		Over-current protection
AHRI Ratings (Ducted/Non-ducted)	EER		11.2/11.7
	IEER		23.4/29.8
	COP		3.59/4.02

NOTES:

Nominal cooling conditions (Test conditions are based on AHRI 1230)
Indoor: 80°F DB./67°F WB. (26.7°C DB./19.4°C WB.), Outdoor: 95°F DB. (35°C DB.)
Nominal heating conditions (Test conditions are based on AHRI 1230)
Indoor: 70°F DB. (21.1°C DB.), Outdoor: 47°F DB./43°F WB. (8.3°C DB./6.1°C WB.)

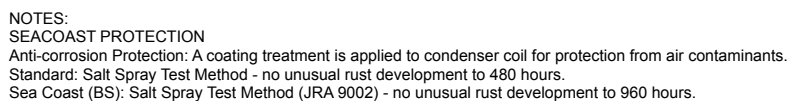
¹Harsh weather environments may demand performance enhancing equipment. Ask your Mitsubishi Electric representative for more details about your region

²For details on extended cooling operation range down to -10° F DB, see Low Ambient Kit Submittal

³When applying product below -4°F, consult your design engineer for cold climate application best practices, including the use of a backup source for heating

⁴Unit will continue to operate in extended operating range, but capacity is not guaranteed

Unit: mm (in.)



Model	Diameter			
	Refrigerant pipe		Service valve	
	Liquid	Gas	Liquid	Gas
P168	ø16.38(5/8) Braze	ø28.58(1-1/8) Braze	ø16.38(5/8)	ø28.58(1-1/8)

NO.	Usage	Specifications
①	For pipes	Front through hole 48(5-7) × 94(3-5/16) Knockout hole 150(5-15/16) × 43(3-3/4)
②		Bottom through hole 48(5-7) × 94(3-5/16) Knockout hole 150(5-15/16) × 43(3-3/4)
③		Front through hole 62(7-1/2) × 64(3-1/8) Knockout hole 67(7-1/2) × 64(3-1/8)
④	For wires	Front through hole 67(7-1/2) × 64(3-1/8) Knockout hole 67(7-1/2) × 64(3-1/8)
⑤		Bottom through hole 67(7-1/2) × 64(3-1/8) Knockout hole 67(7-1/2) × 64(3-1/8)
⑥		Bottom through hole 67(7-1/2) × 64(3-1/8) Knockout hole 67(7-1/2) × 64(3-1/8)
⑦	For transmission cables	Front through hole 64(3-1/8) × 138(5-1/2) Knockout hole 64(3-1/8) × 138(5-1/2)
⑧		Bottom through hole 64(3-1/8) × 138(5-1/2) Knockout hole 64(3-1/8) × 138(5-1/2)



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-1
Quantity: 1

Trane Precedent Gas/Electric Packaged Rooftop

Unit Overview - YSC060G3*M***E1*0000000000000000000000

Application	Unit Size	Supply Fan		External Dimensions (in.)			Operating Weight		EER	IEER/SEER	Elevation
DX cooling, gas heat	5 Ton (060)	Airflow	External Static Pressure	Height	Width	Length	Minimum	Maximum	12.00	14.00	500.00 ft
		2000 cfm	1.000 in H ₂ O	3.41 ft	3.69 ft	5.82 ft	522.0 lb	797.0 lb			

Unit Features

Fresh Air Selection	Econ-reference enth 0-100% 3ph
SupplyFan/Drive/ MotorType	Oversize motor

Unit Electrical

Voltage/phase/hertz	208-230/60/3
MCA	30.00 A
MOP	45.00 A



Cooling Section

Entering Dry Bulb		80.00 F	Capacity	
Entering Wet Bulb		67.00 F	Gross Total	59.88 MBh
Ambient Temp		95.00 F	Gross Sensible	48.48 MBh
Leaving Coil Dry Bulb		57.50 F	Net Total	56.54 MBh
Leaving Coil Wet Bulb		57.50 F	Net Sensible	45.13 MBh
Leaving Unit Dry Bulb		59.83 F	Fan Motor Heat	3.35 MBh
Leaving Unit Wet Bulb		58.38 F	Refrig Charge-circuit 1	4.8 lb
Refrigeration System Options				
Leaving Dew Point		57.51 F		

Heating Section

Heat Type	Gas Heat
Heating Stages	2
Output Heating Capacity	81.00 MBh
Output Heating Capacity with Fan	84.15 MBh
Heating EAT	70.00 F
Heating LAT	107.80 F
Heating Temp Rise	37.80 F

Fan Section

Indoor Fan Data		Outdoor Fan Data	
Type	FC Centrifugal	Type	Propeller
Drive Type	Direct	Fan Quantity	1
Evap Fan FLA	0.00 A	Drive Type	Direct
Indoor Fan Performance		Outdoor Fan Performance	
Airflow	2000 cfm	Condenser Fan FLA	1.40 A
Design ESP	1.000 in H ₂ O		
Component SP	0.180 in H ₂ O		
Total SP	1.180 in H ₂ O		
Supply Motor Horsepower	1.500 hp		
Indoor Motor Operating Power	1.02 bhp		
Indoor Motor Power	0.76 kW		
Indoor RPM	1166 rpm		

Compressor Section

Power	3.96 kW
Circuit 1 RLA	15.90 A
Circuit 2 RLA	0.00 A

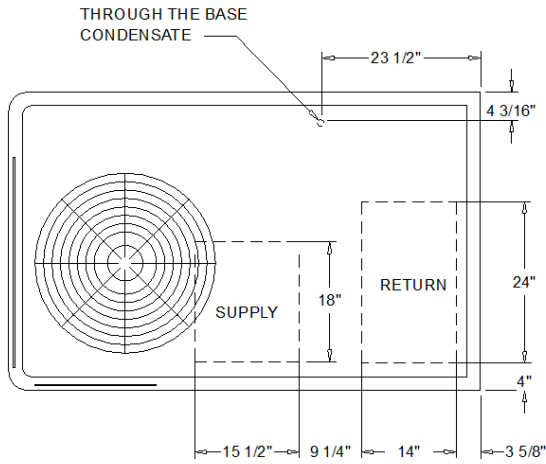
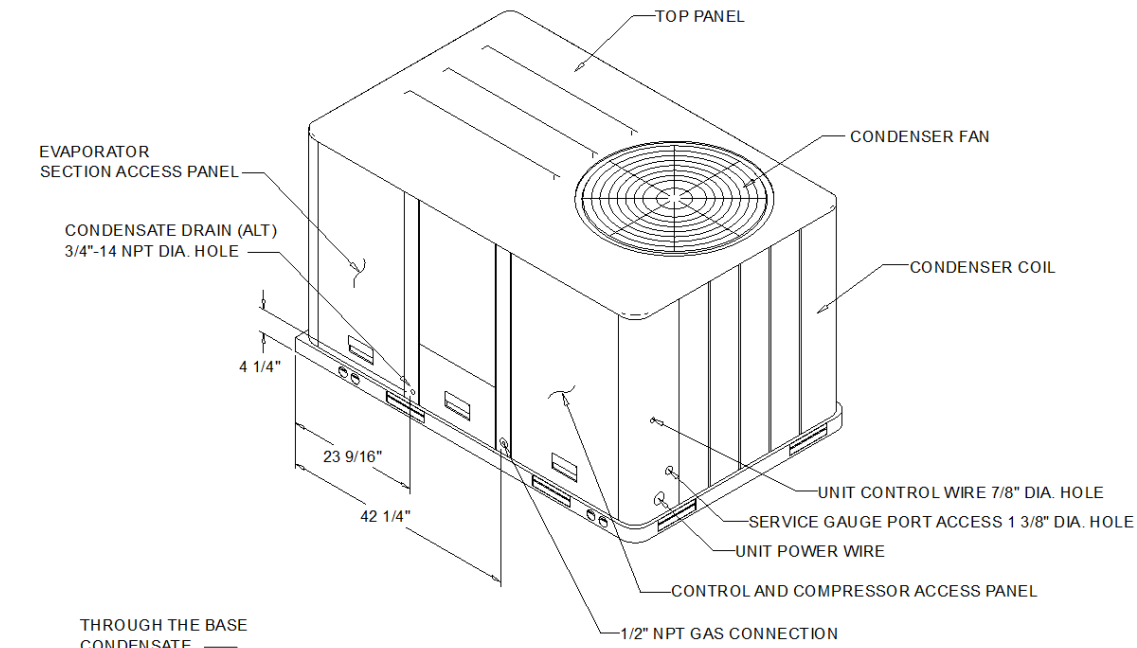


Acoustics

Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Ducted Discharge	91 dB	80 dB	79 dB	68 dB	66 dB	62 dB	59 dB	51 dB
Ducted Inlet	84 dB	78 dB	67 dB	59 dB	55 dB	54 dB	53 dB	47 dB
Outdoor Noise	85 dB	82 dB	81 dB	81 dB	77 dB	72 dB	67 dB	61 dB

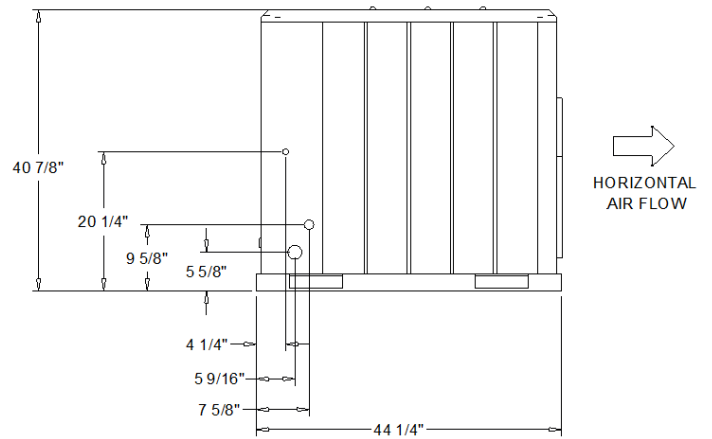
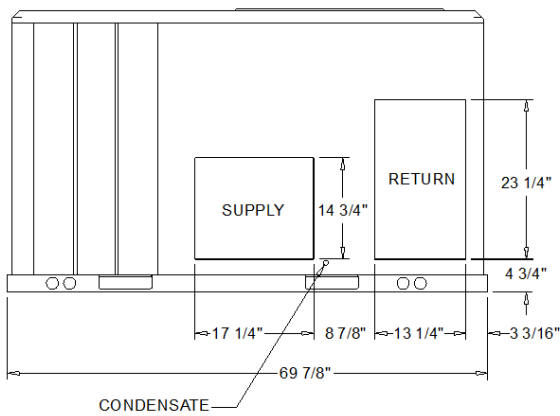
Note:Ducted Inlet and Ducted Discharge Sound Power Levels are in accordance with AHRI 260.

Note:Outdoor Sound Power Levels are in accordance with AHRI 270.



- NOTES:
1. THRU -THE -BASE GAS AND ELECTRICAL IS NOT STANDARD ON ALL UNITS.
 2. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

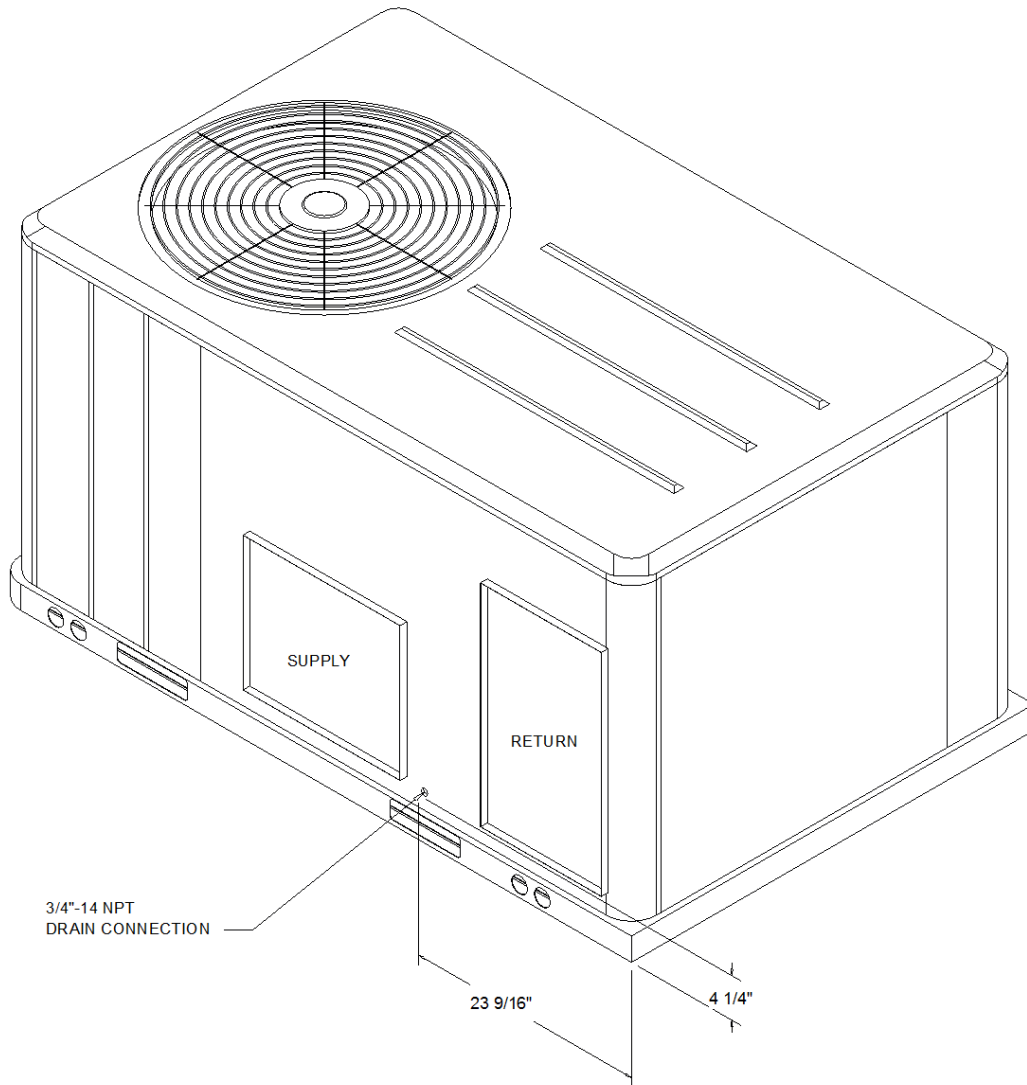
PLAN VIEW UNIT
DIMENSION DRAWING



PACKAGED GAS / ELECTRICAL
DIMENSION DRAWING



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-1
Quantity: 1



ISOMETRIC-PACKAGED COOLING



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-1
Quantity: 1

ELECTRICAL / GENERAL DATA

GENERAL (2)(4)(6)			HEATING PERFORMANCE HEATING - GENERAL DATA		
Model: YSC060G Oversized Motor Unit Operating Voltage: 187-253 MCA: 30.0 Unit Primary Voltage: 208 MFS: 45.0 Unit Secondary Voltage: 230 MCB: 45.0 Unit Hertz: 60 Unit Phase: 3 EER/SEER 12.0/14.0 Standard Motor MCA: 29.0 MCA: N/A MFS: 40.0 MFS: N/A MCB: 40.0 MCB: N/A			Heating Model: Medium Heating Input (BTU): 100,000/70,000 Heating Output (BTU): 81,000/56,700 No. Burners: 3 No. Stages: 2 Gas Inlet Pressure Natural Gas (Min/Mix): 4 1/2"/14" LP (Min/Max) 11"/14" Gas Pipe Connection Size: 1/2"		
INDOOR MOTOR Standard Motor Oversized Motor Field Installed Oversized Motor Number: Number: 1 Number: Horsepower: Horsepower: 1.5 Horsepower: Motor Speed (RPM): Motor Speed (RPM): — Motor Speed (RPM): Phase Phase 1 Phase Full Load Amps: Full Load Amps: 8.2 Full Load Amps: Locked Rotor Amps Locked Rotor Amps — Locked Rotor Amps					
COMPRESSOR Circuit 1/2 Number: 1 Horsepower: 4.3 Phase: 3 Rated Load Amps: 15.9 Locked Rotor Amps 100.0			OUTDOOR MOTOR Number: 1 Horsepower: 0.40 Motor Speed (RPM): 1100 Phase: 1 Full Load Amps: 1.4 Locked Rotor Amps 5.2		
POWER EXHAUST ACCESSORY (3,7) (Field Installed Power Exhaust) Phase: N/A Horsepower: N/A Motor Speed (RPM): N/A Full Load Amps: N/A Locked Rotor Amps: N/A		FILTERS Type: Throwaway Furnished: Yes Number 2 Recommended 20"x35"x2"		REFRIGERANT (2) Type Factory Charge Circuit #1 4.8 lb Circuit #2 N/A	

NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value does not include Power Exhaust Accessory.
4. Value includes oversized motor.
5. Value does not include Power Exhaust Accessory.
6. EER is rated at AHRI conditions and in accordance with DOE test procedures.
7. Installation of this power exhaust kit will affect unit level MCA and could affect MOP sizing having a direct impact on existing field wiring and unit protection devices. The change in MCA/MOP is the sole responsibility of the field installing party. Trane will not issue new nameplates as a result of this power exhaust accessory installation. FLA of the power exhaust kit option must be added to the MCA of the unit for building supply conductor sizing determination.



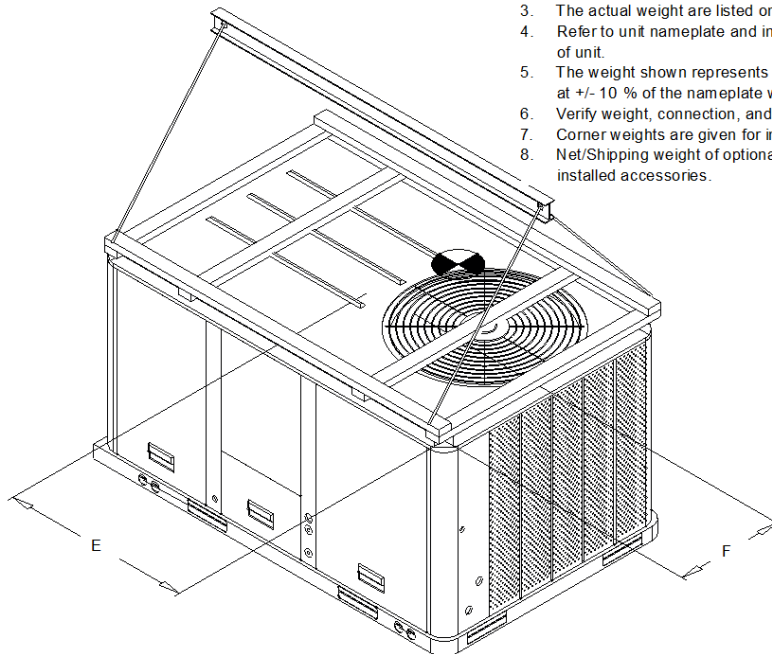
Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-1
Quantity: 1

INSTALLED ACCESSORIES NET WEIGHT DATA

ACCESSORY		WEIGHTS	
ECONOMIZER		26.0 lb	
MOTORIZED OUTSIDE AIR DAMPER			
MANUAL OUTSIDE AIR DAMPER			
BAROMETRIC RELIEF			
OVERSIZED MOTOR		5.0 lb	
BELT DRIVE MOTOR			
POWER EXHAUST			
THROUGH THE BASE ELECTRICAL/GAS (FIOPS)			
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)			
UNIT MOUNTED DISCONNECT (FIOPS)			
POWERED CONVENIENCE OUTLET (FIOPS)			
HINGED DOORS (FIOPS)			
HAIL GUARD			
SMOKE DETECTOR, SUPPLY / RETURN			
NOVAR CONTROL			
STAINLESS STEEL HEAT EXCHANGER			
REHEAT			
ROOF CURB			
BASIC UNIT WEIGHTS		CORNER WEIGHTS	
SHIPPING	NET	(A)	(C)
627.0 lb	522.0 lb	(B)	(D)

NOTE:

1. All weights are approximate.
2. Weights for options that are not list refer to Installation guide.
3. The actual weight are listed on the unit nameplate.
4. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
5. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight.
6. Verify weight, connection, and all dimension with installer documents before installation.
7. Corner weights are given for information only.
8. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.

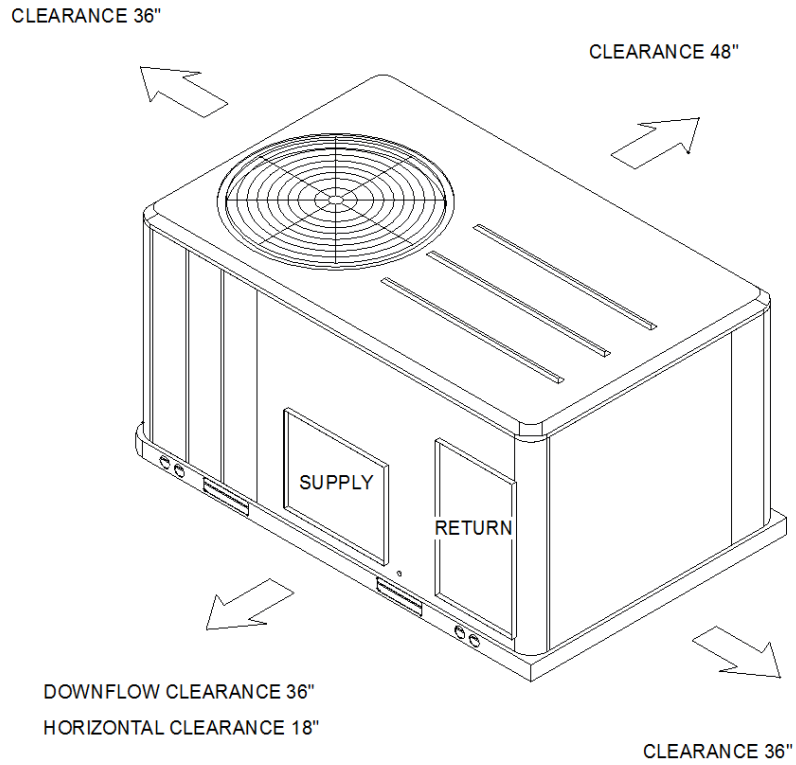


PACKAGED GAS / ELECTRICAL

RIGGING AND CENTER OF GRAVITY

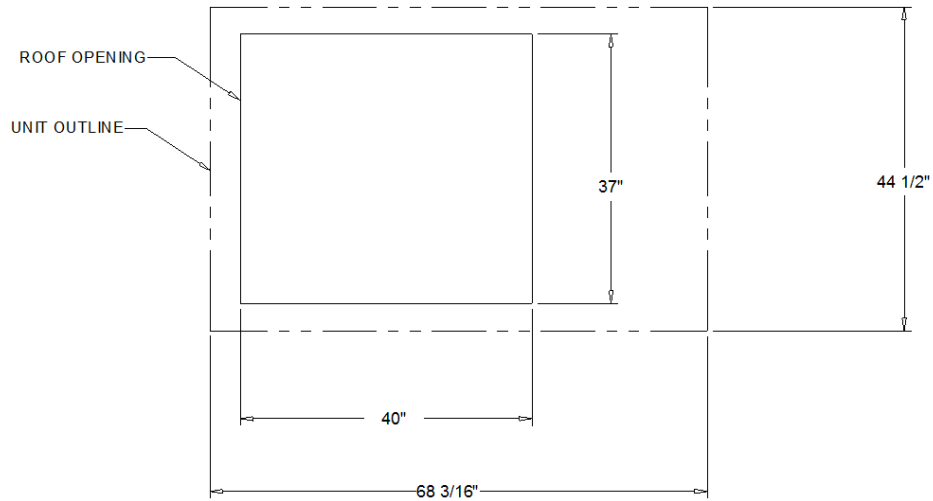


CLEARANCE FROM TOP OF UNIT 72"



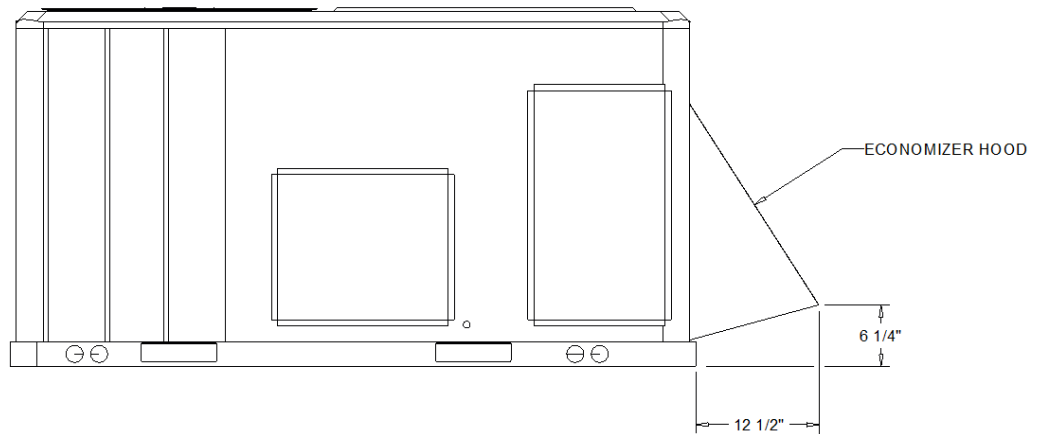
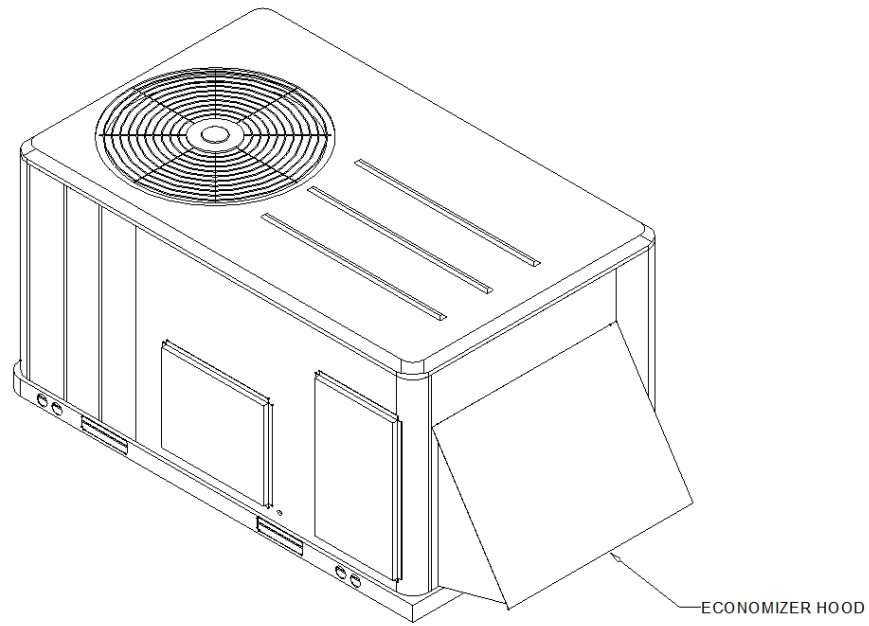
PACKAGED GAS / ELECTRIC

CLEARANCE



PACKAGED GAS / ELECTRIC

DOWNFLOW TYPICAL ROOF OPENING



ACCESSORY - ECONOMIZER HOOD



General

The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be cULus listed and labeled, classified in accordance for Central Cooling Air Conditioners.

Casing

Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. Service panels shall have lifting handles and be removed and reinstalled by removing two fasteners while providing a water and air tight seal. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foil-faced, fire-retardant permanent, odorless glass fiber material. The base of the unit shall be insulated with 1/8", foil-faced, closed-cell insulation. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8" high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

Unit Top

The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and enhances water removal from unit top.

Compressors

All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors.

Dual compressors are outstanding for humidity control, light load cooling conditions and system back-up applications. Dual compressors are available on 7½-10 ton models and allow for efficient cooling utilizing 3-stages of compressor operation for all high efficiency models.

Indoor Fan

The following units shall be equipped with a direct drive plenum fan design (T/YSC120F, T/YHC074F, T/YHC092F, T/YHC102F, 120F). Plenum fan design shall include a backward-curved fan wheel along with an external rotor direct drive variable speed indoor motor. All plenum fan designs will have a variable speed adjustment potentiometer located in the control box.

3 to 5 ton units (high efficiency 3-phase with optional motor) are belt driven, FC centrifugal fans with adjustable motor sheaves. 3 to 5 ton units (standard and high efficiency 3-phase) have multispeed, direct drive motors. All 6 to 8½ ton units (standard efficiency) shall have belt drive motors with an adjustable idler-arm assembly for quick-adjustment to fan belts and motor sheaves. All motors shall be thermally protected. All 10 tons, 6 ton (074), 7½ to 8½ (high efficiency) units have variable speed direct drive motors. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).

Outdoor Fans

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.



Evaporator and Condenser Coils

Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Evaporator coils are standard for all 3 to 10 ton standard efficiency models. Microchannel condenser coils are standard for all 3 to 10 ton standard efficiency models and 4, 5, 6, 7.5, 8.5 ton high efficiency models. The microchannel type condenser coil is not offered on the 4 and 5 ton dehumidification model. Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. These all aluminum coils are recyclable. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A plastic, dual-sloped, removable and reversible condensate drain pan with through-the-base condensate drain is standard.

Controls

Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for all 24V control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection. 24-volt electromechanical control circuit shall include control transformer and contactor

High Pressure Control

All units include High Pressure Cutout as standard.

Phase monitor

Phase monitor shall provide 100% protection for motors and compressors against problems caused by phase loss, phase imbalance, and phase reversal. Phase monitor is equipped with an LED that provides an ON or FAULT indicator. There are no field adjustments. The module will automatically reset from a fault condition.

Refrigerant Circuits

Each refrigerant circuit offer thermal expansion valve as standard. Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.

Gas Heating Section

The heating section shall have a progressive tubular heat exchanger design using stainless steel burners and corrosion resistant steel throughout. An induced draft combustion blower shall be used to pull the combustion products through the firing tubes. The heater shall use a direct spark ignition (DSI) system. On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition. After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat/zone sensor. Units shall be suitable for use with natural gas or propane (field-installed kit) and also comply with the California requirement for low NOx emissions (Gas/Electric Only).



Economizer

This accessory shall be available with or without barometric relief. The assembly includes fully modulating 0-100 percent motor and dampers, minimum position setting, preset linkage, wiring harness with plug, spring return actuator and fixed dry bulb control. The barometric relief shall provide a pressure operated damper that shall be gravity closing and shall prohibit entrance of outside air during the equipment off cycle. Optional solid state or differential enthalpy control shall be available for either factory or field installation. The economizer arrives in the shipping position and shall be moved to the operating position by the installing contractor.

*****ATTENTION*****

For installation in SCAQMD only: This furnace does not meet the SCAQMD Rule 1111 14 ng/J NOx emission limit, and thus is subject to a mitigation fee of up to \$450. This furnace is not eligible for the Clean Air Furnace Rebate Program: www.CleanAirFurnaceRebate.com.

Sequence of Operation (if applied in a SINGLE-ZONE CONSTANT-VOLUME SYSTEM or a CHANGEOVER BYPASS SYSTEM)

B. SINGLE-ZONE CONSTANT-VOLUME SYSTEM

1. OCCUPIED HEAT/COOL:

The RTU shall operate the supply fan continuously and modulate (or cycle) compressors, modulate (or stage) heat, and/or enable airside economizing to maintain zone temperature at setpoint. The OA damper shall open to bring in the required amount of ventilation.

2. MORNING WARM-UP/PRE-COOL:

The RTU shall operate the supply fan and modulate (or cycle) compressors or modulate (or stage) heat to raise/lower zone temperature to its occupied setpoint. The OA damper shall remain closed, unless economizing.

D. CHANGEOVER BYPASS SYSTEM

1. OCCUPIED HEAT/COOL:

Each VAV terminal shall use pressure-independent control, with airflow measurement, to vary primary airflow to maintain zone temperature at its occupied setpoint. The RTU shall modulate the bypass damper to maintain duct static pressure at setpoint and modulate (or cycle) compressors, modulate (or stage) heat, and/or enable airside economizing based on current zone cooling/heating demands. The OA damper shall open to bring in the required amount of ventilation.

2. MORNING WARM-UP/PRE-COOL:

Each VAV terminal unit shall vary primary airflow to raise/lower zone temperature to its occupied setpoint. The RTU shall modulate the bypass damper to maintain duct static pressure at setpoint and modulate (or cycle) compressors or modulate (or stage) heat based on current zone cooling/heating demands. The OA damper shall remain closed, unless economizing.

3. COOLING/HEATING CHANGEOVER LOGIC:

The System Controller shall determine the overall system cooling/heating mode based on "voting" from each zone. When the majority of zones require cooling, the RTU shall operate in cooling mode and any zone that requires heating shall reduce primary airflow to minimum. When the majority of zones require heating, the RTU shall operate in heating mode and any zone that requires cooling shall reduce primary airflow to minimum.



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-2
Quantity: 1

Trane Precedent Gas/Electric Packaged Rooftop

Unit Overview - YSC060G3*M***E1*0000000000000000000000

Application	Unit Size	Supply Fan		External Dimensions (in.)			Operating Weight		EER	IEER/SEER	Elevation
DX cooling, gas heat	5 Ton (060)	Airflow	External Static Pressure	Height	Width	Length	Minimum	Maximum	12.00	14.00	500.00 ft
		2000 cfm	1.000 in H ₂ O	3.41 ft	3.69 ft	5.82 ft	522.0 lb	797.0 lb			

Unit Features

Fresh Air Selection	Econ-reference enth 0-100% 3ph
SupplyFan/Drive/ MotorType	Oversize motor

Unit Electrical

Voltage/phase/hertz	208-230/60/3
MCA	30.00 A
MOP	45.00 A



Cooling Section

Entering Dry Bulb	80.00 F	Capacity	
Entering Wet Bulb	67.00 F	Gross Total	59.88 MBh
Ambient Temp	95.00 F	Gross Sensible	48.48 MBh
Leaving Coil Dry Bulb	57.50 F	Net Total	56.54 MBh
Leaving Coil Wet Bulb	57.50 F	Net Sensible	45.13 MBh
Leaving Unit Dry Bulb	59.83 F	Fan Motor Heat	3.35 MBh
Leaving Unit Wet Bulb	58.38 F	Refrig Charge-circuit 1	4.8 lb
Refrigeration System Options			
Leaving Dew Point	57.51 F		

Heating Section

Heat Type	Gas Heat
Heating Stages	2
Output Heating Capacity	81.00 MBh
Output Heating Capacity with Fan	84.15 MBh
Heating EAT	70.00 F
Heating LAT	107.80 F
Heating Temp Rise	37.80 F

Fan Section

Indoor Fan Data		Outdoor Fan Data	
Type	FC Centrifugal	Type	Propeller
Drive Type	Direct	Fan Quantity	1
Evap Fan FLA	0.00 A	Drive Type	Direct
Indoor Fan Performance		Outdoor Fan Performance	
Airflow	2000 cfm	Condenser Fan FLA	1.40 A
Design ESP	1.000 in H ₂ O		
Component SP	0.180 in H ₂ O		
Total SP	1.180 in H ₂ O		
Supply Motor Horsepower	1.500 hp		
Indoor Motor Operating Power	1.02 bhp		
Indoor Motor Power	0.76 kW		
Indoor RPM	1166 rpm		

Compressor Section

Power	3.96 kW
Circuit 1 RLA	15.90 A
Circuit 2 RLA	0.00 A



Acoustics

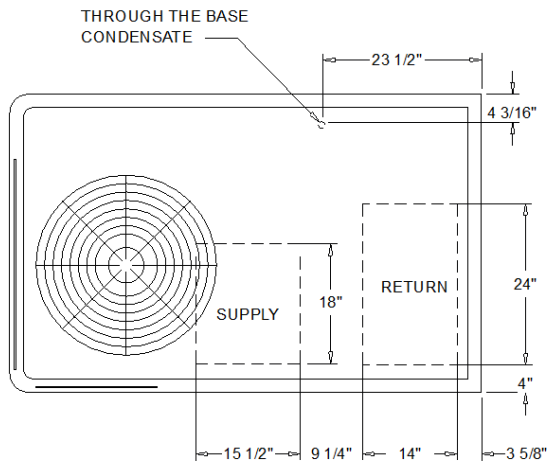
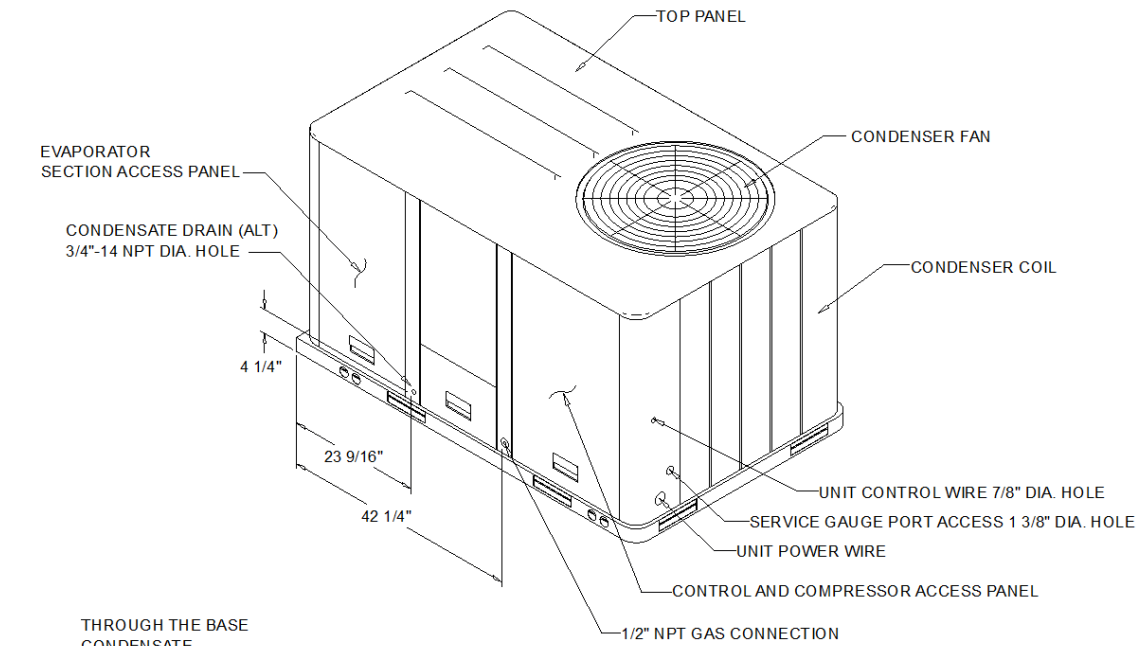
Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Ducted Discharge	91 dB	80 dB	79 dB	68 dB	66 dB	62 dB	59 dB	51 dB
Ducted Inlet	84 dB	78 dB	67 dB	59 dB	55 dB	54 dB	53 dB	47 dB
Outdoor Noise	85 dB	82 dB	81 dB	81 dB	77 dB	72 dB	67 dB	61 dB

Note:Ducted Inlet and Ducted Discharge Sound Power Levels are in accordance with AHRI 260.

Note:Outdoor Sound Power Levels are in accordance with AHRI 270.

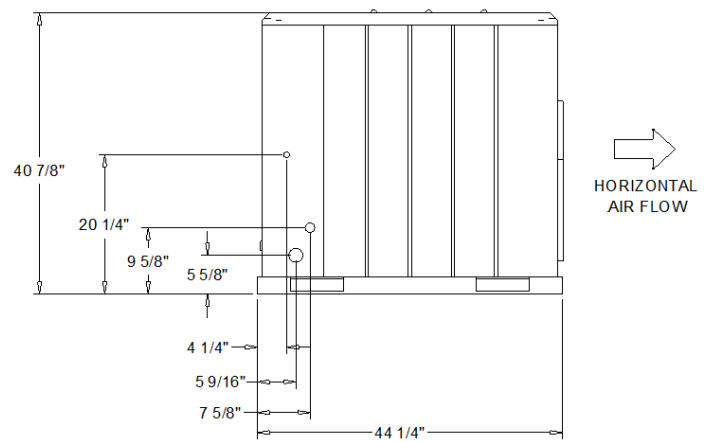
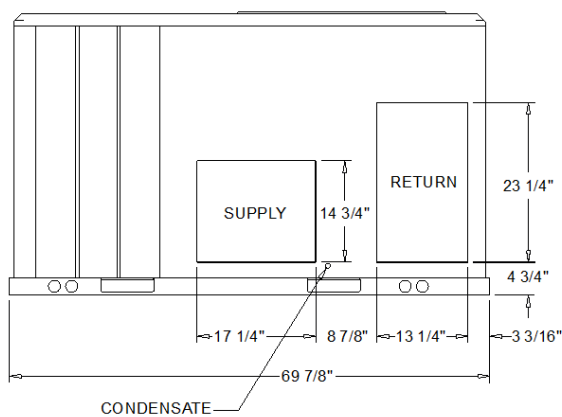


Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-2
Quantity: 1



- NOTES:
1. THRU -THE -BASE GAS AND ELECTRICAL IS NOT STANDARD ON ALL UNITS.
 2. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

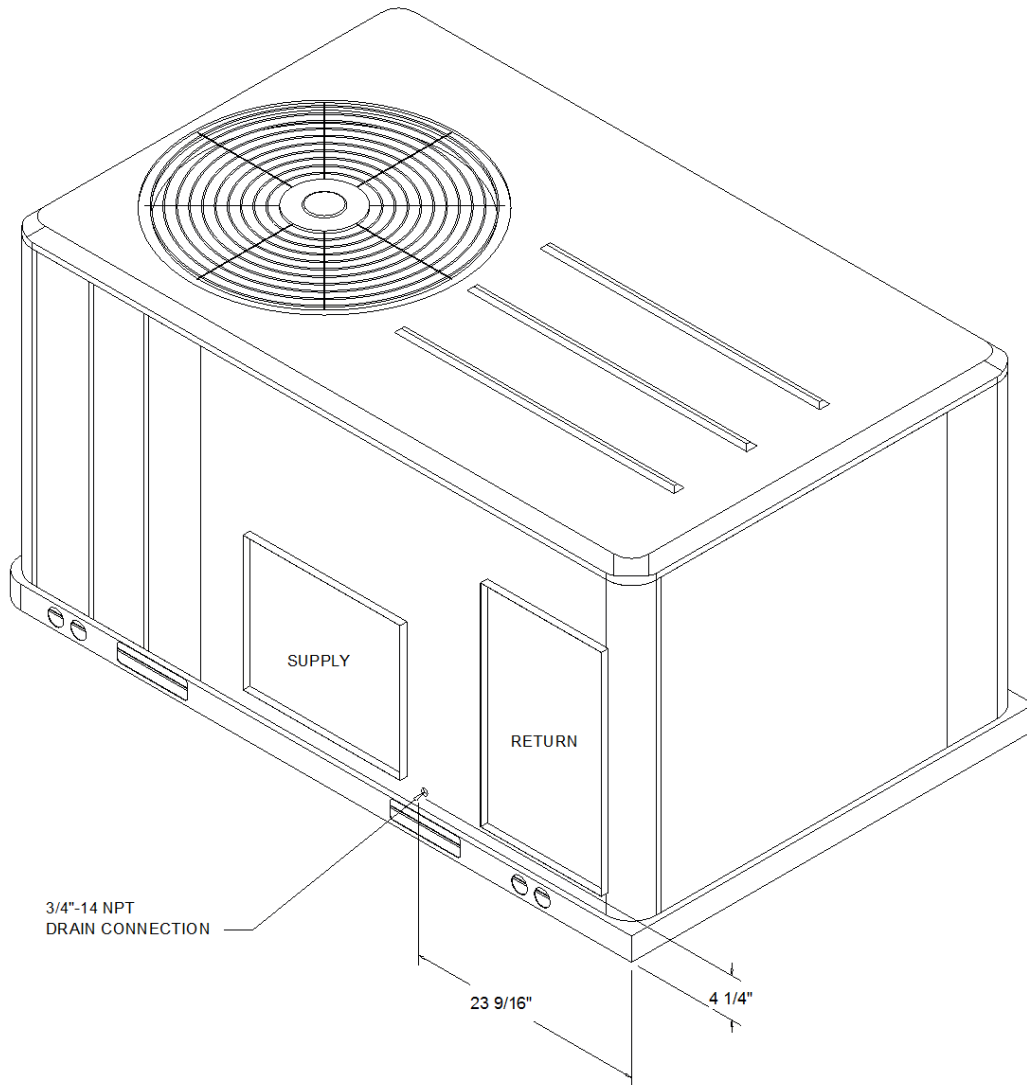
PLAN VIEW UNIT
DIMENSION DRAWING



PACKAGED GAS / ELECTRICAL
DIMENSION DRAWING



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-2
Quantity: 1



ISOMETRIC-PACKAGED COOLING



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-2
Quantity: 1

ELECTRICAL / GENERAL DATA

GENERAL (2)(4)(6)			HEATING PERFORMANCE HEATING - GENERAL DATA		
Model: YSC060G Oversized Motor Unit Operating Voltage: 187-253 MCA: 30.0 Unit Primary Voltage: 208 MFS: 45.0 Unit Secondary Voltage: 230 MCB: 45.0 Unit Hertz: 60 Unit Phase: 3 EER/SEER 12.0/14.0 Standard Motor MCA: 29.0 MCA: N/A MFS: 40.0 MFS: N/A MCB: 40.0 MCB: N/A			Heating Model: Medium Heating Input (BTU): 100,000/70,000 Heating Output (BTU): 81,000/56,700 No. Burners: 3 No. Stages: 2 Gas Inlet Pressure Natural Gas (Min/Mix): 4 1/2"/14" LP (Min/Max) 11"/14" Gas Pipe Connection Size: 1/2"		
INDOOR MOTOR Standard Motor Oversized Motor Field Installed Oversized Motor Number: Number: 1 Number: Horsepower: Horsepower: 1.5 Horsepower: Motor Speed (RPM): Motor Speed (RPM): — Motor Speed (RPM): Phase Phase 1 Phase Full Load Amps: Full Load Amps: 8.2 Full Load Amps: Locked Rotor Amps Locked Rotor Amps — Locked Rotor Amps					
COMPRESSOR Circuit 1/2 Number: 1 Horsepower: 4.3 Phase: 3 Rated Load Amps: 15.9 Locked Rotor Amps 100.0			OUTDOOR MOTOR Number: 1 Horsepower: 0.40 Motor Speed (RPM): 1100 Phase: 1 Full Load Amps: 1.4 Locked Rotor Amps 5.2		
POWER EXHAUST ACCESSORY (3,7) (Field Installed Power Exhaust) Phase: N/A Horsepower: N/A Motor Speed (RPM): N/A Full Load Amps: N/A Locked Rotor Amps: N/A		FILTERS Type: Throwaway Furnished: Yes Number 2 Recommended 20"x35"x2"		REFRIGERANT (2) Type Factory Charge Circuit #1 4.8 lb Circuit #2 N/A	

NOTES:

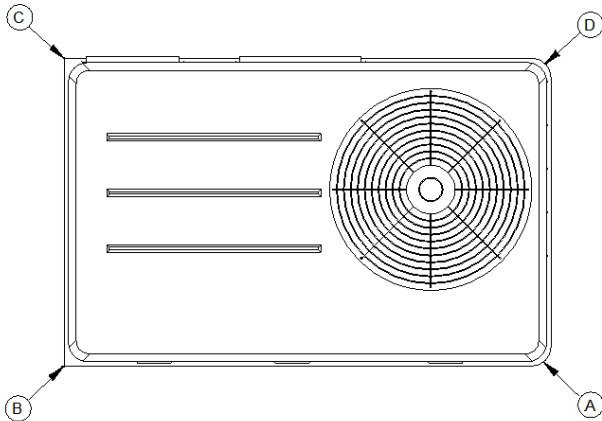
1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value does not include Power Exhaust Accessory.
4. Value includes oversized motor.
5. Value does not include Power Exhaust Accessory.
6. EER is rated at AHRI conditions and in accordance with DOE test procedures.
7. Installation of this power exhaust kit will affect unit level MCA and could affect MOP sizing having a direct impact on existing field wiring and unit protection devices. The change in MCA/MOP is the sole responsibility of the field installing party. Trane will not issue new nameplates as a result of this power exhaust accessory installation. FLA of the power exhaust kit option must be added to the MCA of the unit for building supply conductor sizing determination.



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-2
Quantity: 1

INSTALLED ACCESSORIES NET WEIGHT DATA

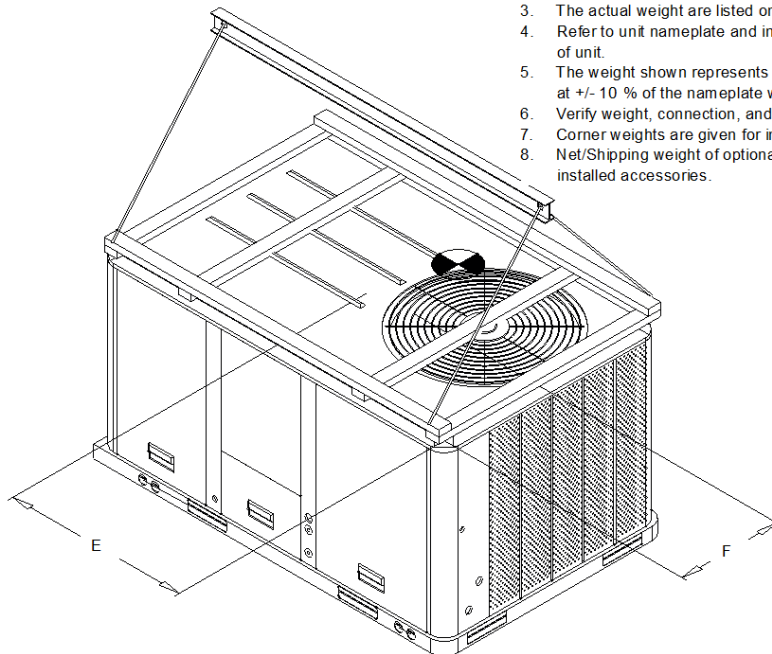
ACCESSORY		WEIGHTS					
ECONOMIZER		26.0 lb					
MOTORIZED OUTSIDE AIR DAMPER							
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BAROMETRIC RELIEF							
OVERSIZED MOTOR		5.0 lb					
BELT DRIVE MOTOR							
POWER EXHAUST							
THROUGHT THE BASE ELECTRICAL/GAS (FIOPS)							
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)							
UNIT MOUNTED DISCONNECT (FIOPS)							
POWERED CONVENIENCE OUTLET (FIOPS)							
HINGED DOORS (FIOPS)							
HAIL GUARD							
SMOKE DETECTOR, SUPPLY / RETURN							
NOVAR CONTROL							
STAINLESS STEEL HEAT EXCHANGER							
REHEAT							
ROOF CURB							
BASIC UNIT WEIGHTS		CORNER WEIGHTS		CENTER OF GRAVITY			
SHIPPING	NET	(A)	214.0 lb	(C)	52.0 lb	(E) LENGHT	(F) WIDTH
627.0 lb	522.0 lb	(B)	193.0 lb	(D)	63.0 lb	33"	10"



PACKAGED GAS / ELECTRICAL
CORNER WEIGHT

NOTE:

1. All weights are approximate.
2. Weights for options that are not list refer to Installation guide.
3. The actual weight are listed on the unit nameplate.
4. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
5. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight.
6. Verify weight, connection, and all dimension with installer documents before installation.
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8. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.



PACKAGED GAS / ELECTRICAL
RIGGING AND CENTER OF GRAVITY

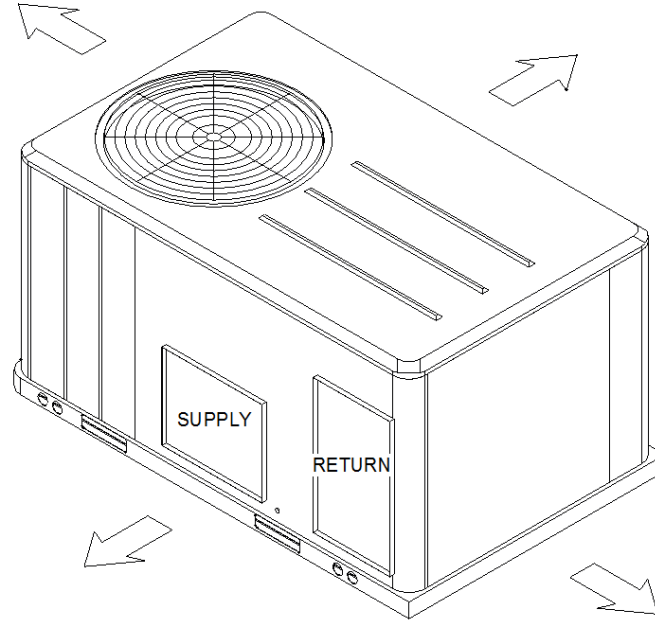


Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-2
Quantity: 1

CLEARANCE FROM TOP OF UNIT 72"

CLEARANCE 36"

CLEARANCE 48"



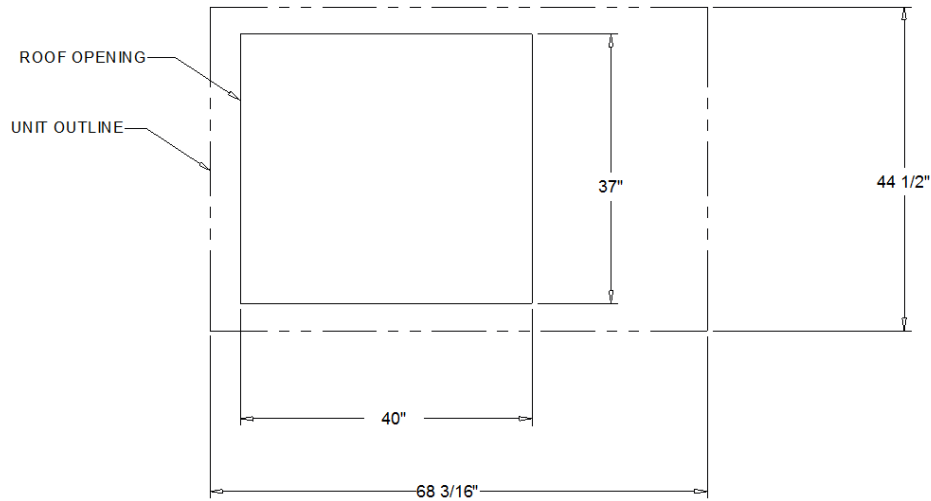
DOWNFLOW CLEARANCE 36"

HORIZONTAL CLEARANCE 18"

CLEARANCE 36"

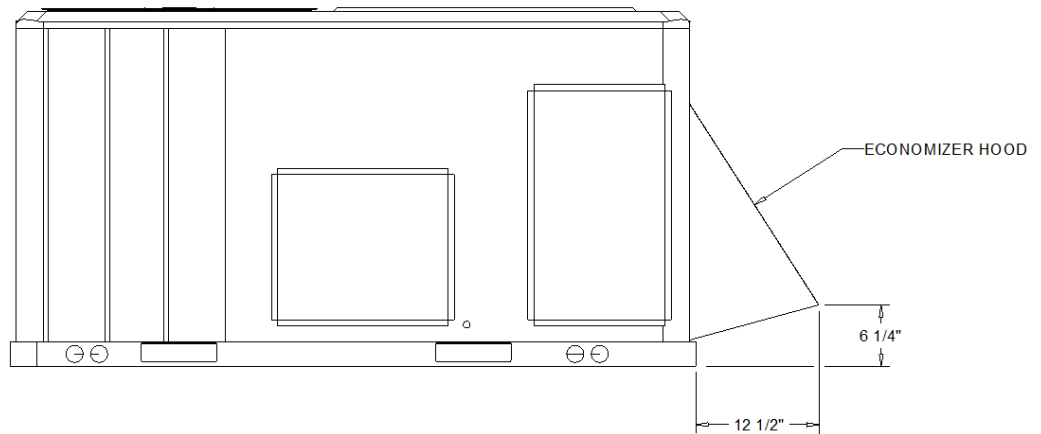
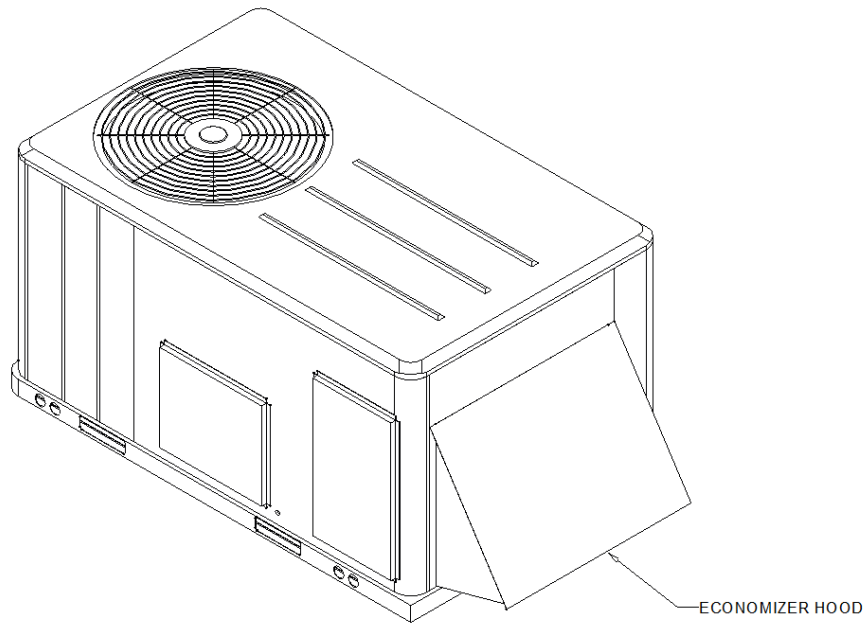
PACKAGED GAS / ELECTRIC

CLEARANCE



PACKAGED GAS / ELECTRIC

DOWNFLOW TYPICAL ROOF OPENING



ACCESSORY - ECONOMIZER HOOD



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Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Evaporator coils are standard for all 3 to 10 ton standard efficiency models. Microchannel condenser coils are standard for all 3 to 10 ton standard efficiency models and 4, 5, 6, 7.5, 8.5 ton high efficiency models. The microchannel type condenser coil is not offered on the 4 and 5 ton dehumidification model. Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. These all aluminum coils are recyclable. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A plastic, dual-sloped, removable and reversible condensate drain pan with through-the-base condensate drain is standard.

Controls

Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for all 24V control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection. 24-volt electromechanical control circuit shall include control transformer and contactor

High Pressure Control

All units include High Pressure Cutout as standard.

Phase monitor

Phase monitor shall provide 100% protection for motors and compressors against problems caused by phase loss, phase imbalance, and phase reversal. Phase monitor is equipped with an LED that provides an ON or FAULT indicator. There are no field adjustments. The module will automatically reset from a fault condition.

Refrigerant Circuits

Each refrigerant circuit offer thermal expansion valve as standard. Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.

Gas Heating Section

The heating section shall have a progressive tubular heat exchanger design using stainless steel burners and corrosion resistant steel throughout. An induced draft combustion blower shall be used to pull the combustion products through the firing tubes. The heater shall use a direct spark ignition (DSI) system. On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition. After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat/zone sensor. Units shall be suitable for use with natural gas or propane (field-installed kit) and also comply with the California requirement for low NOx emissions (Gas/Electric Only).



Economizer

This accessory shall be available with or without barometric relief. The assembly includes fully modulating 0-100 percent motor and dampers, minimum position setting, preset linkage, wiring harness with plug, spring return actuator and fixed dry bulb control. The barometric relief shall provide a pressure operated damper that shall be gravity closing and shall prohibit entrance of outside air during the equipment off cycle. Optional solid state or differential enthalpy control shall be available for either factory or field installation. The economizer arrives in the shipping position and shall be moved to the operating position by the installing contractor.

*****ATTENTION*****

For installation in SCAQMD only: This furnace does not meet the SCAQMD Rule 1111 14 ng/J NOx emission limit, and thus is subject to a mitigation fee of up to \$450. This furnace is not eligible for the Clean Air Furnace Rebate Program: www.CleanAirFurnaceRebate.com.

Sequence of Operation (if applied in a SINGLE-ZONE CONSTANT-VOLUME SYSTEM or a CHANGEOVER BYPASS SYSTEM)

B. SINGLE-ZONE CONSTANT-VOLUME SYSTEM

1. OCCUPIED HEAT/COOL:

The RTU shall operate the supply fan continuously and modulate (or cycle) compressors, modulate (or stage) heat, and/or enable airside economizing to maintain zone temperature at setpoint. The OA damper shall open to bring in the required amount of ventilation.

2. MORNING WARM-UP/PRE-COOL:

The RTU shall operate the supply fan and modulate (or cycle) compressors or modulate (or stage) heat to raise/lower zone temperature to its occupied setpoint. The OA damper shall remain closed, unless economizing.

D. CHANGEOVER BYPASS SYSTEM

1. OCCUPIED HEAT/COOL:

Each VAV terminal shall use pressure-independent control, with airflow measurement, to vary primary airflow to maintain zone temperature at its occupied setpoint. The RTU shall modulate the bypass damper to maintain duct static pressure at setpoint and modulate (or cycle) compressors, modulate (or stage) heat, and/or enable airside economizing based on current zone cooling/heating demands. The OA damper shall open to bring in the required amount of ventilation.

2. MORNING WARM-UP/PRE-COOL:

Each VAV terminal unit shall vary primary airflow to raise/lower zone temperature to its occupied setpoint. The RTU shall modulate the bypass damper to maintain duct static pressure at setpoint and modulate (or cycle) compressors or modulate (or stage) heat based on current zone cooling/heating demands. The OA damper shall remain closed, unless economizing.

3. COOLING/HEATING CHANGEOVER LOGIC:

The System Controller shall determine the overall system cooling/heating mode based on "voting" from each zone. When the majority of zones require cooling, the RTU shall operate in cooling mode and any zone that requires heating shall reduce primary airflow to minimum. When the majority of zones require heating, the RTU shall operate in heating mode and any zone that requires cooling shall reduce primary airflow to minimum.



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-3
Quantity: 1

Trane Precedent Gas/Electric Packaged Rooftop

Unit Overview - YSC060G3*M***E1*0000000000000000000000

Application	Unit Size	Supply Fan		External Dimensions (in.)			Operating Weight		EER	IEER/SEER	Elevation
DX cooling, gas heat	5 Ton (060)	Airflow	External Static Pressure	Height	Width	Length	Minimum	Maximum	12.00	14.00	500.00 ft
		2000 cfm	1.000 in H ₂ O	3.41 ft	3.69 ft	5.82 ft	522.0 lb	797.0 lb			

Unit Features

Fresh Air Selection	Econ-reference enth 0-100% 3ph
SupplyFan/Drive/ MotorType	Oversize motor

Unit Electrical

Voltage/phase/hertz	208-230/60/3
MCA	30.00 A
MOP	45.00 A



Cooling Section

Entering Dry Bulb	80.00 F	Capacity	
Entering Wet Bulb	67.00 F	Gross Total	59.88 MBh
Ambient Temp	95.00 F	Gross Sensible	48.48 MBh
Leaving Coil Dry Bulb	57.50 F	Net Total	56.54 MBh
Leaving Coil Wet Bulb	57.50 F	Net Sensible	45.13 MBh
Leaving Unit Dry Bulb	59.83 F	Fan Motor Heat	3.35 MBh
Leaving Unit Wet Bulb	58.38 F	Refrig Charge-circuit 1	4.8 lb
Refrigeration System Options			
Leaving Dew Point	57.51 F		

Heating Section

Heat Type	Gas Heat
Heating Stages	2
Output Heating Capacity	81.00 MBh
Output Heating Capacity with Fan	84.15 MBh
Heating EAT	70.00 F
Heating LAT	107.80 F
Heating Temp Rise	37.80 F

Fan Section

Indoor Fan Data		Outdoor Fan Data	
Type	FC Centrifugal	Type	Propeller
Drive Type	Direct	Fan Quantity	1
Evap Fan FLA	0.00 A	Drive Type	Direct
Indoor Fan Performance		Outdoor Fan Performance	
Airflow	2000 cfm	Condenser Fan FLA	1.40 A
Design ESP	1.000 in H ₂ O		
Component SP	0.180 in H ₂ O		
Total SP	1.180 in H ₂ O		
Supply Motor Horsepower	1.500 hp		
Indoor Motor Operating Power	1.02 bhp		
Indoor Motor Power	0.76 kW		
Indoor RPM	1166 rpm		

Compressor Section

Power	3.96 kW
Circuit 1 RLA	15.90 A
Circuit 2 RLA	0.00 A

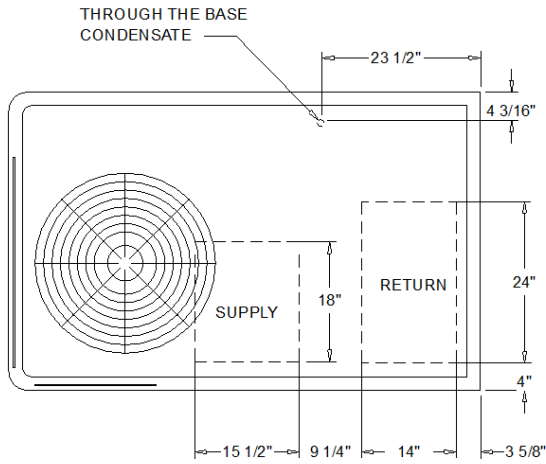
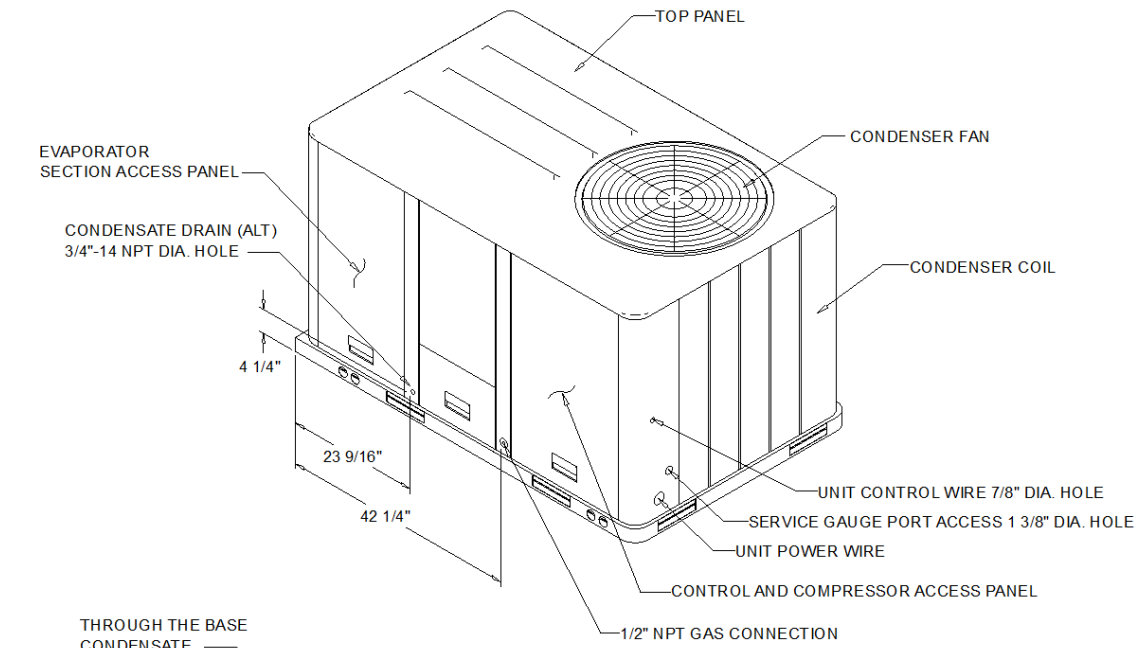


Acoustics

Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Ducted Discharge	91 dB	80 dB	79 dB	68 dB	66 dB	62 dB	59 dB	51 dB
Ducted Inlet	84 dB	78 dB	67 dB	59 dB	55 dB	54 dB	53 dB	47 dB
Outdoor Noise	85 dB	82 dB	81 dB	81 dB	77 dB	72 dB	67 dB	61 dB

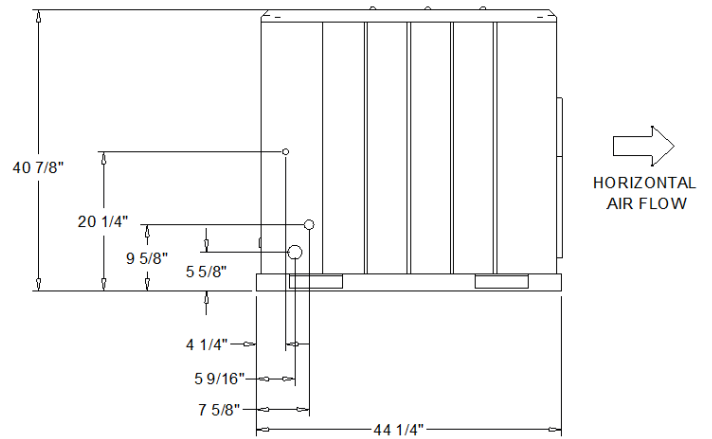
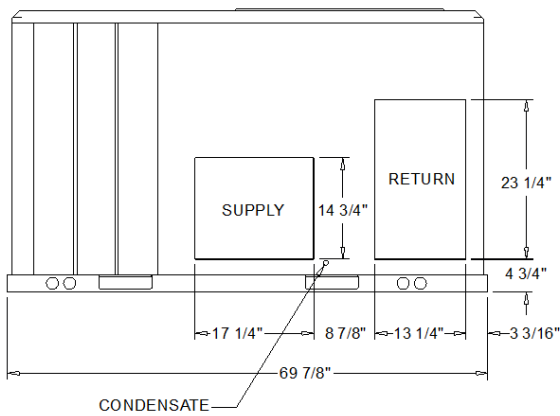
Note:Ducted Inlet and Ducted Discharge Sound Power Levels are in accordance with AHRI 260.

Note:Outdoor Sound Power Levels are in accordance with AHRI 270.



- NOTES:
1. THRU -THE -BASE GAS AND ELECTRICAL IS NOT STANDARD ON ALL UNITS.
 2. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

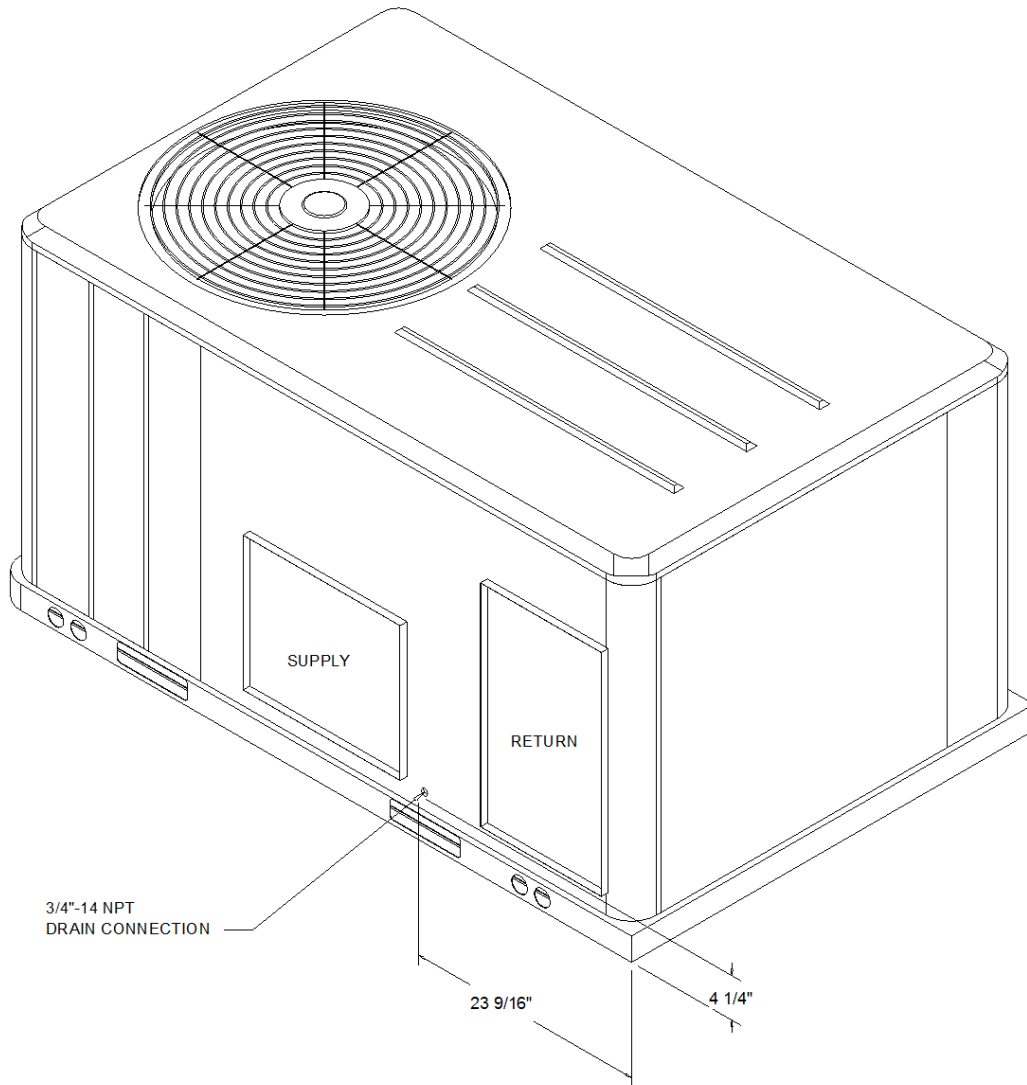
PLAN VIEW UNIT
DIMENSION DRAWING



PACKAGED GAS / ELECTRICAL
DIMENSION DRAWING



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-3
Quantity: 1



ISOMETRIC-PACKAGED COOLING



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-3
Quantity: 1

ELECTRICAL / GENERAL DATA

GENERAL (2)(4)(6)			HEATING PERFORMANCE HEATING - GENERAL DATA		
Model: YSC060G Oversized Motor Unit Operating Voltage: 187-253 MCA: 30.0 Unit Primary Voltage: 208 MFS: 45.0 Unit Secondary Voltage: 230 MCB: 45.0 Unit Hertz: 60 Unit Phase: 3 EER/SEER 12.0/14.0 Standard Motor MCA: 29.0 MCA: N/A MFS: 40.0 MFS: N/A MCB: 40.0 MCB: N/A			Heating Model: Medium Heating Input (BTU): 100,000/70,000 Heating Output (BTU): 81,000/56,700 No. Burners: 3 No. Stages: 2 Gas Inlet Pressure Natural Gas (Min/Mix): 4 1/2"/14" LP (Min/Max) 11"/14" Gas Pipe Connection Size: 1/2"		
INDOOR MOTOR Standard Motor Oversized Motor Field Installed Oversized Motor Number: Number: 1 Number: Horsepower: Horsepower: 1.5 Horsepower: Motor Speed (RPM): Motor Speed (RPM): — Motor Speed (RPM): Phase Phase 1 Phase Full Load Amps: Full Load Amps: 8.2 Full Load Amps: Locked Rotor Amps Locked Rotor Amps — Locked Rotor Amps					
COMPRESSOR Circuit 1/2 Number: 1 Horsepower: 4.3 Phase: 3 Rated Load Amps: 15.9 Locked Rotor Amps 100.0			OUTDOOR MOTOR Number: 1 Horsepower: 0.40 Motor Speed (RPM): 1100 Phase: 1 Full Load Amps: 1.4 Locked Rotor Amps 5.2		
POWER EXHAUST ACCESSORY (3,7) (Field Installed Power Exhaust) Phase: N/A Horsepower: N/A Motor Speed (RPM): N/A Full Load Amps: N/A Locked Rotor Amps: N/A		FILTERS Type: Throwaway Furnished: Yes Number 2 Recommended 20"x35"x2"		REFRIGERANT (2) Type Factory Charge Circuit #1 4.8 lb Circuit #2 N/A	

NOTES:

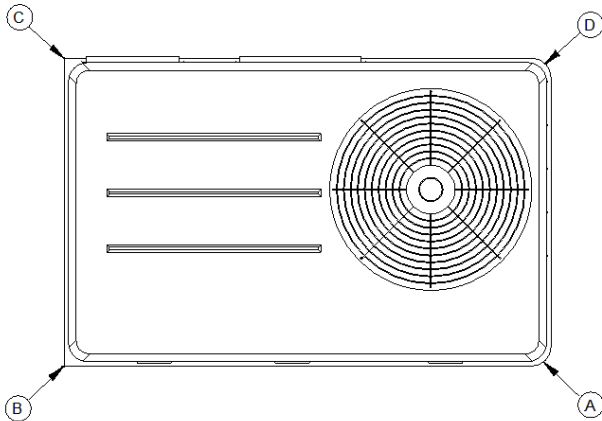
1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value does not include Power Exhaust Accessory.
4. Value includes oversized motor.
5. Value does not include Power Exhaust Accessory.
6. EER is rated at AHRI conditions and in accordance with DOE test procedures.
7. Installation of this power exhaust kit will affect unit level MCA and could affect MOP sizing having a direct impact on existing field wiring and unit protection devices. The change in MCA/MOP is the sole responsibility of the field installing party. Trane will not issue new nameplates as a result of this power exhaust accessory installation. FLA of the power exhaust kit option must be added to the MCA of the unit for building supply conductor sizing determination.



Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-3
Quantity: 1

INSTALLED ACCESSORIES NET WEIGHT DATA

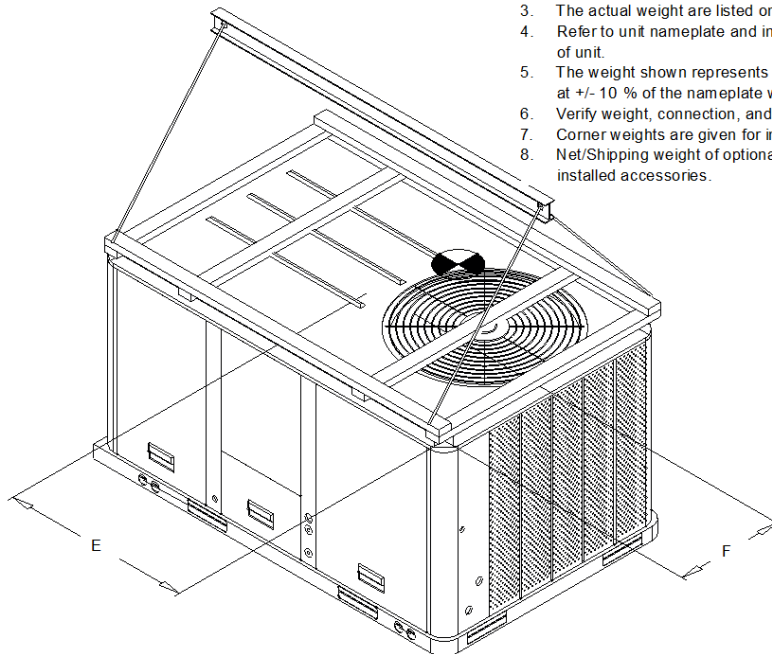
ACCESSORY		WEIGHTS					
ECONOMIZER		26.0 lb					
MOTORIZED OUTSIDE AIR DAMPER							
MANUAL OUTSIDE AIR DAMPER							
BAROMETRIC RELIEF							
OVERSIZED MOTOR		5.0 lb					
BELT DRIVE MOTOR							
POWER EXHAUST							
THROUGHT THE BASE ELECTRICAL/GAS (FIOPS)							
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)							
UNIT MOUNTED DISCONNECT (FIOPS)							
POWERED CONVENIENCE OUTLET (FIOPS)							
HINGED DOORS (FIOPS)							
HAIL GUARD							
SMOKE DETECTOR, SUPPLY / RETURN							
NOVAR CONTROL							
STAINLESS STEEL HEAT EXCHANGER							
REHEAT							
ROOF CURB							
BASIC UNIT WEIGHTS		CORNER WEIGHTS		CENTER OF GRAVITY			
SHIPPING	NET	(A)	214.0 lb	(C)	52.0 lb	(E) LENGHT	(F) WIDTH
627.0 lb	522.0 lb	(B)	193.0 lb	(D)	63.0 lb	33"	10"



PACKAGED GAS / ELECTRICAL
CORNER WEIGHT

NOTE:

1. All weights are approximate.
2. Weights for options that are not list refer to Installation guide.
3. The actual weight are listed on the unit nameplate.
4. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
5. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight..
6. Verify weight, connection, and all dimension with installer documents before installation.
7. Corner weights are given for information only.
8. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.



PACKAGED GAS / ELECTRICAL
RIGGING AND CENTER OF GRAVITY

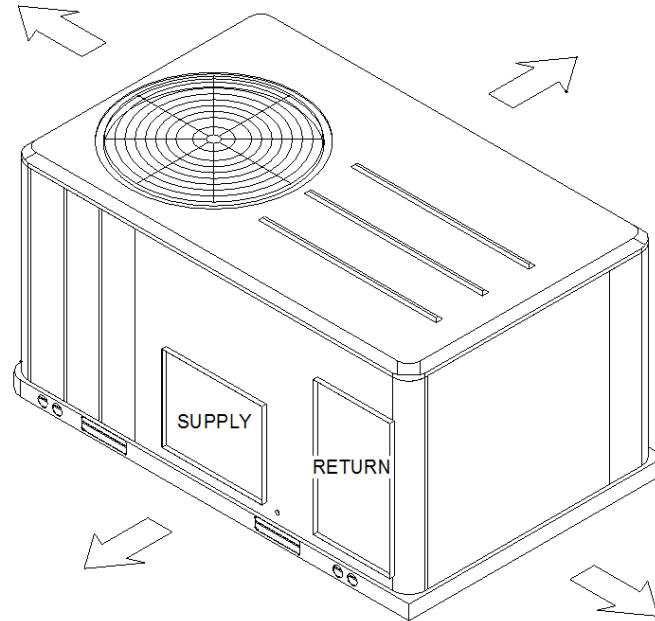


Job Name: Nacogdoches City Hall
Prepared For:
Unit Tag: RTU-3-3
Quantity: 1

CLEARANCE FROM TOP OF UNIT 72"

CLEARANCE 36"

CLEARANCE 48"



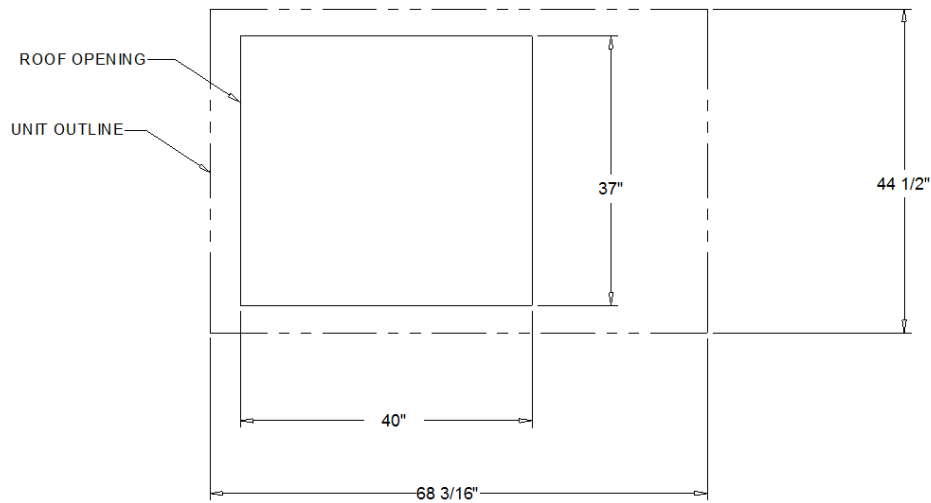
DOWNFLOW CLEARANCE 36"

HORIZONTAL CLEARANCE 18"

CLEARANCE 36"

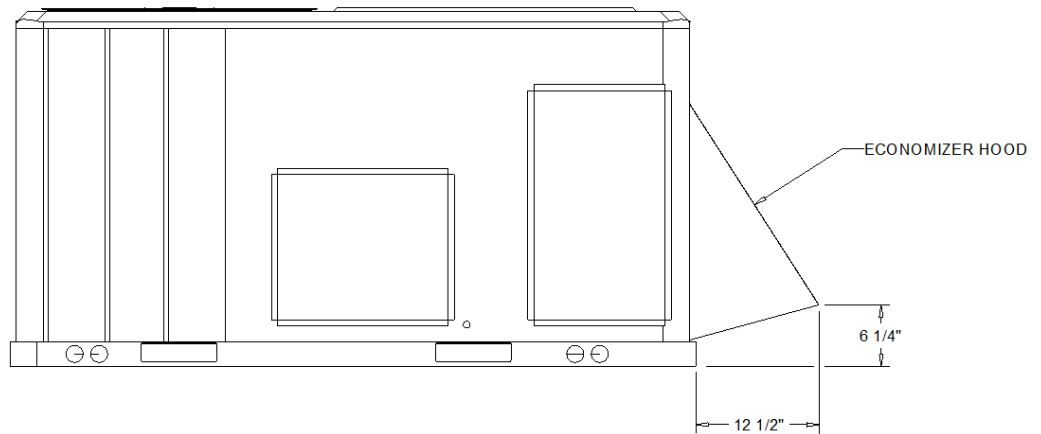
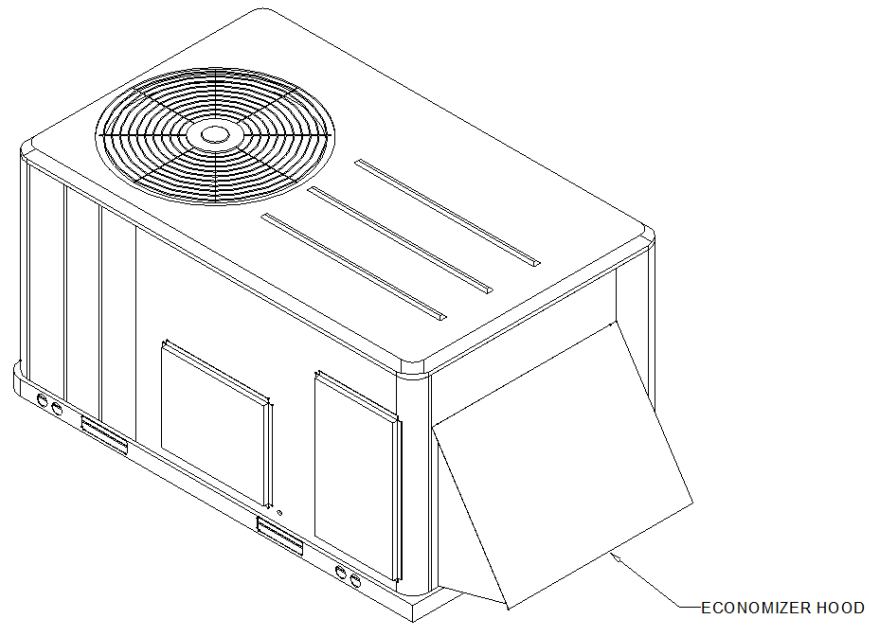
PACKAGED GAS / ELECTRIC

CLEARANCE



PACKAGED GAS / ELECTRIC

DOWNFLOW TYPICAL ROOF OPENING



ACCESSORY - ECONOMIZER HOOD



General

The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be cULus listed and labeled, classified in accordance for Central Cooling Air Conditioners.

Casing

Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. Service panels shall have lifting handles and be removed and reinstalled by removing two fasteners while providing a water and air tight seal. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foil-faced, fire-retardant permanent, odorless glass fiber material. The base of the unit shall be insulated with 1/8", foil-faced, closed-cell insulation. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8" high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

Unit Top

The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and enhances water removal from unit top.

Compressors

All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors.

Dual compressors are outstanding for humidity control, light load cooling conditions and system back-up applications. Dual compressors are available on 7½-10 ton models and allow for efficient cooling utilizing 3-stages of compressor operation for all high efficiency models.

Indoor Fan

The following units shall be equipped with a direct drive plenum fan design (T/YSC120F, T/YHC074F, T/YHC092F, T/YHC102F, 120F). Plenum fan design shall include a backward-curved fan wheel along with an external rotor direct drive variable speed indoor motor. All plenum fan designs will have a variable speed adjustment potentiometer located in the control box.

3 to 5 ton units (high efficiency 3-phase with optional motor) are belt driven, FC centrifugal fans with adjustable motor sheaves. 3 to 5 ton units (standard and high efficiency 3-phase) have multispeed, direct drive motors. All 6 to 8½ ton units (standard efficiency) shall have belt drive motors with an adjustable idler-arm assembly for quick-adjustment to fan belts and motor sheaves. All motors shall be thermally protected. All 10 tons, 6 ton (074), 7½ to 8½ (high efficiency) units have variable speed direct drive motors. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).

Outdoor Fans

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.



Evaporator and Condenser Coils

Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Evaporator coils are standard for all 3 to 10 ton standard efficiency models. Microchannel condenser coils are standard for all 3 to 10 ton standard efficiency models and 4, 5, 6, 7.5, 8.5 ton high efficiency models. The microchannel type condenser coil is not offered on the 4 and 5 ton dehumidification model. Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. These all aluminum coils are recyclable. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A plastic, dual-sloped, removable and reversible condensate drain pan with through-the-base condensate drain is standard.

Controls

Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for all 24V control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection. 24-volt electromechanical control circuit shall include control transformer and contactor

High Pressure Control

All units include High Pressure Cutout as standard.

Phase monitor

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Economizer

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ATTENTION

For installation in SCAQMD only: This furnace does not meet the SCAQMD Rule 1111 14 ng/J NOx emission limit, and thus is subject to a mitigation fee of up to \$450. This furnace is not eligible for the Clean Air Furnace Rebate Program: www.CleanAirFurnaceRebate.com.

Sequence of Operation (if applied in a SINGLE-ZONE CONSTANT-VOLUME SYSTEM or a CHANGEOVER BYPASS SYSTEM)

B. SINGLE-ZONE CONSTANT-VOLUME SYSTEM

1. OCCUPIED HEAT/COOL:

The RTU shall operate the supply fan continuously and modulate (or cycle) compressors, modulate (or stage) heat, and/or enable airside economizing to maintain zone temperature at setpoint. The OA damper shall open to bring in the required amount of ventilation.

2. MORNING WARM-UP/PRE-COOL:

The RTU shall operate the supply fan and modulate (or cycle) compressors or modulate (or stage) heat to raise/lower zone temperature to its occupied setpoint. The OA damper shall remain closed, unless economizing.

D. CHANGEOVER BYPASS SYSTEM

1. OCCUPIED HEAT/COOL:

Each VAV terminal shall use pressure-independent control, with airflow measurement, to vary primary airflow to maintain zone temperature at its occupied setpoint. The RTU shall modulate the bypass damper to maintain duct static pressure at setpoint and modulate (or cycle) compressors, modulate (or stage) heat, and/or enable airside economizing based on current zone cooling/heating demands. The OA damper shall open to bring in the required amount of ventilation.

2. MORNING WARM-UP/PRE-COOL:

Each VAV terminal unit shall vary primary airflow to raise/lower zone temperature to its occupied setpoint. The RTU shall modulate the bypass damper to maintain duct static pressure at setpoint and modulate (or cycle) compressors or modulate (or stage) heat based on current zone cooling/heating demands. The OA damper shall remain closed, unless economizing.

3. COOLING/HEATING CHANGEOVER LOGIC:

The System Controller shall determine the overall system cooling/heating mode based on "voting" from each zone. When the majority of zones require cooling, the RTU shall operate in cooling mode and any zone that requires heating shall reduce primary airflow to minimum. When the majority of zones require heating, the RTU shall operate in heating mode and any zone that requires cooling shall reduce primary airflow to minimum.

CITY HALL ROOF AND HVAC REPLACEMENT



CITY HALL ROOF AND HVAC REPLACEMENT

Re-Roofing	\$209,000.00
- HVAC Mechanical Replacement	\$530,000.00
- Waterproofing	\$50,000.00
- A/E Design Fees	\$40,500.00
- Contingency	\$40,000.00

Total Project Cost: \$869,500.00



PRESENTER: Larissa Philpot-Brown

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

Not Applicable

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

ATTACHMENTS:

PRESENTER: Larissa Philpot-Brown

ITEM/SUBJECT: Consider approval of a resolution creating a Chapter 380 Economic Development Program and authorizing an agreement by and between the City of Nacogdoches and Benefield Estates regarding the development of a residential subdivision. (Economic Development Director)

SUMMARY/BACKGROUND: Benefield Estates, LLC, represented by Sam Wright, has requested an \$8,000 per lot incentive to assist with the development of a 30 lot single family subdivision on the north side of State Highway 7 East, near the intersection of Humphrey Road. Wright is proposing to build the subdivision over 5 years. The homes to be constructed will be approximately 1800 square feet and will be marketed for approximately \$350,000, adding more than \$7 million to the tax rolls upon completion of the subdivision.

This is a greenfield subdivision, meaning all new utilities must be constructed within the subdivision. there are City water and sewer lines in the area capable of servicing the development.

The table below shows the cost of design and construction for the development.

Item	Estimated Expenses	Maximum Reimbursement Per Item (30%)	Financial Funding Category
General Site Work	\$125,000	\$37,500	Economic Development Fund
Sanitary Sewer	\$140,000	\$42,000	CIP Misc. Sewer
Water Lines	\$85,000	\$25,500	CIP Misc. Sewer
Street Paving, Curb, and Gutter	\$315,000	\$94,500	CIP Street Capital General Fund
Drainage System	\$71,500	\$21,450	CIP Misc. Sewer
Natural Gas, Cable TV, Telephone, Internet	\$60,000	\$18,000	Economic Development Fund
Street Lighting	\$30,000	\$9,000	Economic Development Fund
Soft Costs (Design, Surveying, Platting, Construction Administration,	\$150,000	\$45,000	Economic Development Fund

Staking)			
Contingency	\$120,000	\$36,000	All above categories
Total	\$1,126,500		
Per Lot	\$37,550	\$8,000	

The proposed 380 economic development incentive program agreement grants Wright a reimbursement of up to 30% of the lot cost as shown above, or \$8,000 per lot, whichever is less. This allows for some flexibility of reimbursement of true construction costs in an uncertain financial time, while limiting the total maximum financial cost to the City.

The proposed agreement states the reimbursement would be issued upon issuance of a certificate of occupancy and completion of a request for grant payment. The agreement also requires an annual report from Wright containing:

- taxable appraised value of all properties within the subdivision
- ad valorem taxes paid to the City for all properties within the subdivision
- total number of houses within the subdivision with Certificate of Occupancies to date, and
- total number of houses with active building permits within the subdivision

The property in question is currently zoned R-3, Two Family Residential, which allows the proposed development by right. Mr. Wright will need to file a subdivision plat for approval with the Planning and Zoning Commission. Approval of the proposed economic development agreement by the City Council does not circumvent the platting or building permitting process.

The gross City property tax revenue for the 30 lot subdivision is estimated to exceed the proposed \$240,000 incentive by buildout of the subdivision by the end of year 5.

FINANCIAL:

Item is budgeted:

Account No.: 30.179.02
Account Name: *CIP Misc Water Line Additions/Replacements*
Amount: \$20,891

Account No.: 30.179.03
Account Name: *CIP Misc Sewer Line Additions/Replacements*
Amount: \$34,409

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

Account No.: 01.86.680.30
Account Name: *CIP Street Capital General Fund*
Amount: \$77,419

Account No.: 12.75.630.70
Account Name: *Economic Development Fund Special Services*
Amount: \$107,281

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

Neighborhood Revitalization and Attainable Housing, Infrastructure, Economic Development

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

ATTACHMENTS:

1. Resolution
2. Chapter 380 agreement
3. PowerPoint Presentation

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1340-05-23**

A RESOLUTION CREATING A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND APPROVING AND AUTHORIZING AGREEMENT BY AND BETWEEN THE CITY OF NACOGDOCHES AND BENEFIELD ESTATES, LLC REGARDING DEVELOPMENT OF A SINGLE FAMILY RESIDENTIAL SUBDIVISION ON THE NORTH SIDE OF STATE HIGHWAY 7 EAST.

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, the City possesses the legal and statutory authority under Chapter 212, Subchapter C of the Texas Local Government Code to enter into Developer Participation Contract to construct public improvements related to a development without competitive sealed bidding if the City's participation is 30% or less than the total costs of the Improvements.

WHEREAS, Benefield Estates, LLC has agreed to construct or cause to be constructed, improvements to include an approximate 30 lot subdivision and associated infrastructure, located on the north side of Highway 7 East.

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

WHEREAS, the City has determined that construction of an approximate 30 lot single family subdivision will serve the public purposes of promoting local economic development, stimulating and enhancing business and commercial activity within the City, offsetting the cost of infill development inside the City, and increasing the tax base by promoting construction of new single family residential homes inside the city limits.

WHEREAS, the City finds it appropriate to leverage the investment that Benefield Estates, LLC is willing to provide to install infrastructure necessary to support new single family homes, and,

WHEREAS, 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 Benefield Estates, LLC and

WHEREAS, the City has concluded and hereby finds that the Benefield Estates, LLC Economic Development Program and this Benefield Estates, LLC 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 Benefield Estates, LLC.

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 Benefield Estates, LLC Economic Development Program pursuant to Chapter 380 of the Texas Local Government Code.
3. The City Council hereby approves and authorizes the Benefield Estates, LLC 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 16th day of May, 2023, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
Randy Johnson, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Vinson, City Secretary

Steven Kirkland, City Attorney

CITY OF NACOGDOCHES, TEXAS

AND

BENEFIELD ESTATES, LLC

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 **Benefield Estates, LLC**, a Texas limited liability company, its successors and assigns (“Developer”).

RECITALS:

- A.** Developer has agreed to construct or cause to be constructed, improvements to include an approximate 30 lot subdivision and associated infrastructure, (the “Improvements”) located on the north side of State Highway 7, generally as seen in Exhibit A, and herein referred to as the “Property”.
- B.** The City possesses the legal and statutory authority under Chapter 212, Subchapter C of the Texas Local Government Code to enter into Developer Participation Contract to construct public improvements related to a development without competitive sealed bidding if the City’s participation is 30% or less than the total costs of the Improvements.
- C.** 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.
- D.** The City has established an economic development program which authorizes the City to make such economic development loans and grants.
- E.** The City has determined that a grant of funds to Developer will serve the public purposes of promoting local economic development, offsetting the cost of infill development inside the City, and increasing the tax base by promoting construction of new single family residential homes.
- F.** 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.
- G.** 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.
- H.** 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.

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 under the provisions, hereof. This Agreement shall terminate upon the earlier of five years (1,825 days) after the application for the first building permit for the first home in the subdivision, or March 20, 2029.

SECTION 3. DEFINITIONS.

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

- (a) Certificate of Completion.** An affidavit or document which states that all public improvements have been constructed in accordance with the design plans and specifications, and all applicable ordinances, laws, and regulations. This document is signed and sealed by the Texas licensed Professional Engineer who is of record for the design of the project.
- (b) Certificate of Occupancy.** The words "Certificate of Occupancy" mean the certificate of occupancy issued by the City to the Developer as each house on a lot is completed and inspected, which certificate the City shall not unreasonably withhold, condition or delay.
- (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) Public Infrastructure Improvements.** The words "Public Infrastructure Improvements" mean the infrastructure to be constructed within the Project intended to be dedicated to the City for future ownership and maintenance upon completion.
- (f) 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 design and construction of public infrastructure.
- (g) 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.

- (h) **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%).
- (i) **State.** The word “State” means the State of Texas.
- (j) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (k) **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) Developer understands and agrees that City approval of this agreement does not alleviate the requirement to submit and obtain approvals of a subdivision plat and zone change application and does not create any vested rights to build. If the required approvals reduce or increase the number of lots that can be developed, the per lot reimbursement contemplated by the agreement shall be adjusted to the approved number of lots.
- (b) **Construction of the Improvements.**
- i. Developer shall construct or cause to be constructed the Improvements as described in Table 1 below and as seen in Exhibit B and shall submit to the City invoices, receipts, or other similar documentation for the Qualified Expenditures in a form reasonably acceptable to the City for each program grant payment request, and no later than December 31, 2028.

Table 1

Item	Approximate Qualified Expenditure Not to Exceed
General Site Work	\$125,000
Sanitary Sewer	\$140,000
Water Lines	\$85,000
Street Paving, Curb, & Gutter	\$315,000
Drainage System	\$71,500
Natural Gas, Cable TV, Telephone/Internet	\$60,000
Street Lighting	\$30,000
Soft Costs (Design, surveying, platting, construction administration, staking)	\$150,000
Subtotal	\$976,500
Contingency (10%)	\$97,500
Total	\$1,074,150

- ii. Developer represents that Developer has the present capacity to construct the Improvements. The Improvements shall be completed on or before December 31, 2028. Only those Improvements listed in Table 1 which are completed prior to December 31, 2028 will be considered by the City for reimbursement.
- iii. All Improvements constructed shall be built to the minimum requirements of the City of Nacogdoches Standards for the Design and Construction of Public Improvements, the International Building 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. In addition to the insurance requirements set out in the other agreements, Developer, his contractors and agents, shall procure and maintain, at their sole cost and expense for the duration of the construction contemplated herein, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Construction hereunder by Developer, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall name Nacogdoches, its employees, and officials as additional insureds. See Exhibit "C" for insurance requirements. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit "D."
- v. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Prior to start of construction, Developer will execute a performance bond for the construction of the public infrastructure Improvements to ensure completion of the project in accordance with Chapter 2253 of the Government Code as described in Exhibit E.
- vi. Upon completion of the Improvements, Developer shall construct or cause to be constructed single family homes on individual lots within the subdivision.

(c) Certificate of Completion.

Developer shall present a Certificate of Completion signed by a Texas Registered Professional Engineer accompanied by a set of as-built drawings in digital format, prior to applying for plat approval and building permits for individual houses.

(d) City Sales Tax Matters. As a portion of the consideration for this Agreement, and to the maximum extent permitted under applicable law, Developer covenants and agrees with City to structure all contracts to which Developer or related person or entity is a party relating to the construction of the Improvements and facilities to be constructed on the Property pursuant to this Agreement that are not purchased for resale, in a manner that requires City sales and use taxes to be collected and remitted to the City of Nacogdoches with respect to the purchase of all materials and other taxable items for such improvements and facilities. Without limiting the generality of the immediately preceding sentence, Developer shall cause each contract with a contractor to:

- i. be structured as a "separated contract" as such term is defined in 34 Texas Administrative Code 3.291(a)(13) with the result that:
 - i. the agreed contract price under the contract is divided into (A) a separately stated agreed contract price for incorporated materials, and (B) a separately stated amount for all skill and labor that includes fabrication, installation, another other labor that is performed by the contractor; and
 - ii. the contractor is required under 34 Texas Administrative Code 3.291(a)(13) to collect City sales and use taxes on the charge to Developer for materials and other taxable items based on the location of the Improvements and facilities to be constructed in the City; and
- ii. contain provisions requiring such contractor to issue, and to cause each subcontractor and each sub-subcontractor to issue, properly completed Texas Sales and Use Tax Resale Certificates and/or other certifications or documentation, as appropriate, to all subcontractors and sub-subcontractors, and to take such other actions as are necessary or advisable, in order to claim, obtain and/or evidence that the materials and other taxable items for the improvements and facilities to be constructed on the Property.

Notwithstanding any other provision hereof, the sole remedy of the City with regard to any failure of the Developer to comply with this Section 4(d) shall be to require the Developer to pay to the City the sales and use tax revenue lost by the City as a result of the Developer's failure to comply with this Section. Developer shall not be liable for sales and use tax revenue lost by any taxing authority other than the City for failure to comply with this Section 4(d).

- (e) **Annual Compliance Verification.** Beginning on January 1, 2024, and each January 1st for the following five years for a total of five occurrences until January 1, 2028, 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
 - (3) The total number of houses issued a Certificate of Occupancy in the previous year and the total number of houses with active building permits.
- (f) **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.
- (g) **Engineering Requirements.** Developer covenants and agrees to promptly provide to City suitable engineering plans, specifications, and necessary documents for bidding purposes related to and necessary for City's provision of Program Grant Payments.
- (h) **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.

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. Timing of Payments

The City shall make Program Grant Payments as described in Section 5(a)(2) below within 30 days of the issuance of a final Certificate of Occupancy for a single family home located within the project by the City of Nacogdoches and receipt of a request for Program Grant Payment by Developer.

2. Reimbursement of Qualified Expenditures

- a. The Total Qualified Expenditures will be divided by the total number of units described in Recital A above to determine a pro-rata costs for each residential unit constructed. The City shall reimburse the Developer the lesser amount of thirty percent (30%) of the pro rata cost for the Improvements as shown on Exhibit B subject to the 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, or \$8,000 per lot.

- b. In no event shall the total reimbursement received by the developer under this agreement exceed 30% of the Total Qualified Expenditures.
 - c. The Developer shall initially pay for all cost associated with the design and construction of the Improvements 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.
 - d. The Developer understands the request for reimbursement from the City will require the submission and verification of all appropriate associated costs for public bid advertisements, maintenance bonds, engineering, surveying, labor and materials. Reimbursement will also require a Certificate of Completion sealed by a registered Texas Professional Engineer and written acceptance by the City Engineer.
 - e. 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 issuance of a Certificate of Occupancy 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 said Qualified Expenditures made to the Property consistent with Section 4(a) of this Agreement within ten (10) days after written notice of the default from the City to the Developer.
 - (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 and such failure continues for ten (10) days after the written notice of the default from the City to Developer (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: Benefield Estates, LLC
 Attn: Sam Wright
 2321 Tanglewood Circle
 Nacogdoches, TX 75964
 936-585-0849

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
 Attn: City Attorney
 202 East Pillar Street
 Nacogdoches, TX 75961

(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) **Developer Affirmations:** If this contract is funded in whole or in part by money from the State of Texas, State law requires the following certifications, representations and/or warranties. Regardless of funding by the State, by signature hereon affixed, the Developer hereby certifies that:

1. Developer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract
2. Developer represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
3. Antitrust. Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the Developer nor the firm, corporation, partnership, or institution represented by the Developer, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
4. Child Support. Pursuant to §231.006(d), Texas Family Code, regarding child support, the Developer certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate.
5. Debarment. Developer certifies that Developer and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Developer is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions>.
6. Terrorism Watch List. Developer represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Developer certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
7. Critical Infrastructure. If Developer will be granted direct or indirect access to a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility, Developer certifies that neither it or its parent company, is (1) majority owned by citizens or governmental entities of China, North Korea, Russia or any other country designated by the Governor under Government Code 2274.0103, or (2) headquartered in any of those countries.
8. Convictions. Under Sections 2155.006, 23155.0061 and 2261.053 of the Texas Government Code, Developer certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita,

Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.

9. COVID Vaccinations. Developer certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Developer's business.
10. Boycotts. (1) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Developer verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract. (2) To the extent this Contract has a value of \$100,000 or more and Developer is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Developer certifies that it: (i) does not and will not boycott energy companies during the term of the contract (See Texas Government Code 2274.002, et seq.); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).

(l) **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.

(m) **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.

(n) **Attorney's 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: _____
Randy Johnson, Mayor

Date: _____

ATTEST:

Jan Vinson, City Secretary

APPROVED AS TO FORM:

Steven Kirkland, City Attorney

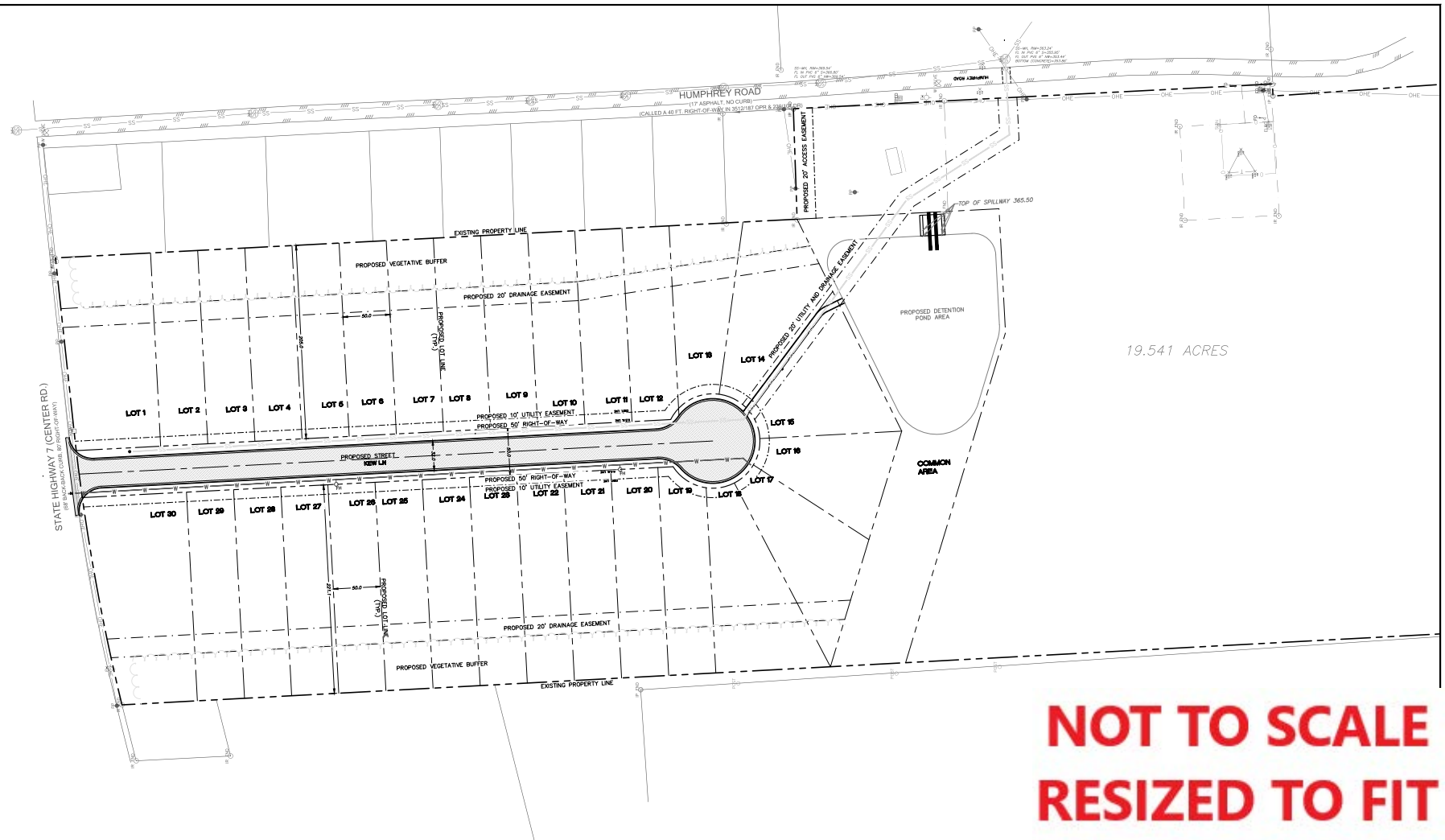
DEVELOPER:

Benefield Estates, LLC

By: _____
Sam Wright

Date: _____

Exhibit A – Preliminary Design



General Notes

- EXISTING UTILITY LOCATIONS AND/OR MATERIALS SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR IS HEREBY NOTIFIED THAT ALL EXISTING UTILITIES, WHETHER BURIED OR OVERHEAD, MAY OR MAY NOT BE SHOWN AND THAT THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REPAIRING AND/OR REPLACING ANY AND ALL UTILITIES DAMAGED BY THE CONTRACTOR'S OPERATIONS AND THE COSTS FOR WHICH SHALL BE BORNE BY THE CONTRACTOR.
- THE CONTRACTOR IS HEREBY NOTIFIED THAT DANGEROUS UTILITIES MAY EXIST IN THE PROJECT AREA. THESE MAY INCLUDE BUT ARE NOT LIMITED TO: OVERHEAD OR UNDERGROUND ELECTRIC LINES, TELEPHONE LINES, FIBER-OPTIC LINES, AND GAS LINES.
- THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DEPT. FOR INSPECTION PRIOR TO COVERING UNDERGROUND IMPROVEMENTS, BEFORE POURING BUILDING SLABS, OR MAKING ANY UTILITY TAPS OR CURB CUTS.
- THIS IS NOT A BOUNDARY SURVEY.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING EROSION CONTROL (SILT FENCING) ON ALL DOWNHILL SLOPE AREAS OF THIS SITE.

1	PRELIMINARY ISSUE FOR COORDINATION	02/27/23
No.	Revision/Issue	Date

TWO FIFTEEN CONSULTING
 CONSULTANTS
 402 North St.
 Nacogdoches, TX 75701
 409-244-0606

Engineer Seal:

PRELIMINARY
FOR REVIEW

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF INTERIM REVIEW UNDER THE AUTHORITY OF MICHAEL P. DELANEY, P.E. 120455 ON 3/27/2023. IT IS NOT TO BE USED FOR BIDDING, PERMIT OR CONSTRUCTION PURPOSES.

PRELIMINARY SITE LAYOUT
KEW GARDENS SUBDIVISION
NACOGDOCHES COUNTY, TEXAS

Scale: SEE PLAN	Issue Date: 2/27/2023
Drawn By: CMS/MPD	Checked By: MPD
File: 17061_200.dwg	Drawing No. SITE EX
THIS DRAWING AND OTHER RELATED DOCUMENTS, INCLUDING DOCUMENTS ON ELECTRIC, MECHANICAL, AND PLUMBING, ARE HEREBY RELEASED BY TWO FIFTEEN CONSULTING AND SHALL REMAIN THE PROPERTY OF TWO FIFTEEN CONSULTING. ALL INFORMATION SHALL BE USED ONLY FOR THE PURPOSES OF INTERIM REVIEW. NO PART OF THIS DRAWING OR ANY INFORMATION HEREON SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF TWO FIFTEEN CONSULTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE CONSTRUCTION, USE, OR REUSE OF SUCH UNAUTHORIZED USE OF CHANGES.	

Exhibit B – Cost Estimates



Wright Renovations LLC

April 18th, 2023

**KEW Gardens Subdivision
Capital Outlay For Development**

Approx 12 acres – 30 lots, entrance from Highway 7 East, Nacogdoches, 75961

1. General Sitework	\$125,000
2. Sewer	\$140,000
3. Water Utilities	\$85,000
4. Paving (Curb & Gutters)	\$315,000
5. Drainage, Detention Etc	\$71,500
6. Utilities (Natural Gas, Communications, Electric)	\$60,000(Estimated)
7. Contingency	\$120,000
8. Geotech/Preliminary Design/Engineering	\$30,000
9. Final Design, Topo, Civil Earthmoving	\$70,000
10. Surveying/Platting	\$25,000
11. Construction Administration/Staking	\$25,000
12. Cost of Land	\$105,000
13. Interest During Construction	\$120,000
14. Street Lighting	\$30,000
15. Insurance/Bond	Unknown at this time
Total	\$1,321,500
Cost per lot	\$44,050

Initial plans for 30 single family homes, each 1800 sq ft (heated and cooled), 2400 sq ft on foundation, (3 bed, 2.5 bath typical) at \$195/sq ft build sale including lot sale - \$351,000.

Cost to build at current rate - \$160/sq ft building only	\$288,000
Profit & overhead/realtors fees etc per house	\$30,000
Lot costs from above	\$44,050
Total per house	\$362,050
Expense per lot over cost	\$11,050

Sam Wright
Wright Renovations LLC
936.585-0849
renovatewright@gmail.com

Exhibit C
INSURANCE REQUIREMENTS

During the term of this Agreement Developer's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- D. Workers' Compensation
- E. Builder's Risk – provides coverage for Developer's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Nacogdoches.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of Nacogdoches.
- F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Developer in compliance with the terms of this Agreement.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A: VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$500,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$1,000,000.00 which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a "A: VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming the City as Additional Insured and further providing that the Developer's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Developer in compliance with the terms of this Agreement. Developer shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.

VII. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Developer, all employees of any and all subcontractor, and all other persons providing services on the Public Infrastructure Improvement portions of the Project must be covered by a workers compensation insurance policy: either directly through their employer's policy (the Developer's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. Workers compensation insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.

2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

- B. *The Developer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Developer providing services on the project, for the duration of the project.*
- C. *The Developer must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. *If the coverage period shown on the Developer's current certificate of coverage ends during the duration of the project, the Developer must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. *The Developer shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) *a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*

- (2) *no later than seven calendar days after receipt by the Developer, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. *The Developer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. *The Developer shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Developer knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. *The Developer shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. *The Developer shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) *provide to the Developer, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) *provide the Developer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) *obtain from each other person with whom it contracts, and provide to the Developer:*
 - (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Developer is representing to the governmental entity that all employees of the Developer who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of*

Self-Insurance Regulation. Providing false or misleading information may subject the Developer to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

VIII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and admitted to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of Nacogdoches.
- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit D
INSURANCE Certificates

Exhibit E
BOND PROVISIONS

In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Developer shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Developer shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, **prior** to the commencement of work.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Developer shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

The Developer may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits.



KEW GARDENS

BY SAM WRIGHT – BENEFIELD ESTATES

Chapter 380 Economic Development Agreement



Proposed Project

- 30 lot subdivision
- North Side of Hwy 7 East, near Humphrey Rd
- \$350,000
- 1,800 square foot homes

Agreement

- Reimbursement for hard and soft costs
- Associated with infrastructure
- Incentive: \$8,000 per lot
- 5 year term
- Payment upon issuance of Certificate of Occupancy and request for payment
- 10 year city gross

Item	Total Cost with contingency	% of Total	Maimumx Reimbursement Per Item	Total Maximum Reimbursement
Sewer	\$154,000	14%	\$46,200	
Drainage	\$78,650	7%	\$23,595	
Water	\$93,500	9%	\$28,050	
Paving	\$346,500	32%	\$103,950	
Sitework	\$137,500	13%	\$41,250	
Phone, Cable, Internet, Natural Gas	\$66,000	6%	\$19,800	
Soft Costs	\$150,000	15%	\$49,500	
Total	\$1,074,150			\$240,000

Funding Sources

Item	Funding Source
Sewer	CIP Misc Sewer
Drainage	CIP Misc Sewer
Water	CIP Misc Water
Paving	CIP Street Capital General Fund
Sitework	Economic Development Fund
Phone, Cable, Internet, Natural Gas	Economic Development General Fund
Soft Costs	Economic Development General Fund
Total	





City Council Meeting

Date: May 16, 2023

Agenda Item: 10.B.

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 \$184,700 for a Chapter 380 Economic Development Program with Benefield Estates, LLC for the reimbursement of infrastructure costs associated with construction of a residential subdivision. (Economic Development Director)

SUMMARY/BACKGROUND: This is the budget amendment associated with Resolution No. 1340-05-23 which authorized a Chapter 380 Economic Development Program agreement between the City and Benefield Estates to reimburse for the infrastructure associated with constructing a 30 lot subdivision on the north side of Highway 7 East.

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, Infrastructure, Economic Development

CITY CONTACT: Larissa Philpot-Brown, 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, the City possesses the legal and statutory authority under Chapter 212, Subchapter C of the Texas Local Government Code to enter into Developer Participation Contract to construct public improvements related to a development without competitive sealed bidding if the City's participation is 30% or less than the total costs of the Improvements.

WHEREAS, Benefield Estates, LLC has agreed to construct or cause to be constructed, improvements to include an approximate 30 lot subdivision and associated infrastructure, located on the north side of Highway 7 East.

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

WHEREAS, the City has determined that construction of an approximate 30 lot single family subdivision will serve the public purposes of promoting local economic development, helping eliminate unemployment and underemployment in the City, stimulating and enhancing business and commercial activity within the City, offsetting the cost of infill development inside the City, and increasing the tax base by promoting construction of new single family residential homes inside the city limits.

WHEREAS, the City finds it appropriate to leverage the investment that Benefield Estates, LLC is willing to provide to install infrastructure necessary to support new single family homes, and,

WHEREAS, 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 Benefield Estates, LLC and

WHEREAS, the City has concluded and hereby finds that the Benefield Estates, LLC Economic Development Program and this Benefield Estates, LLC 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 Benefield Estates, LLC.

WHEREAS, with the adoption of this ordinance, the Engineering Department is authorized to proceed with reimbursement to Benefield Estates, LLC of up to \$8,000 per lot upon receipt of a Certificate of Occupancy for a single family home constructed on the lot and a complete request for reimbursement application.

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.
01	86	680.30	Gen Fd CIP Street Capital	Benefield Estates 380 Agreement-Streets	\$77,419
12	75	630.70	Eco. Dev. Fd	Benefield estates Agreement-Misc	\$107,281

PASSED AND APPROVED this the 16th day of May, 2023.

Randy Johnson, 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



City Council Meeting

Date: May 16, 2023

Agenda Item: 10.C.

PRESENTER: Keith Kiplinger, Interim City Manager

ITEM/SUBJECT: Hold a discussion regarding the budget process, including proposed time frames for the budget process and the possibility of a taskforce to assist in the budget process.
(City Manager)

SUMMARY/BACKGROUND: Staff will present an overview of the budget process and general time frame for the process.

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: Keith Kiplinger, Interim City Manager
kiplingerk@nactx.us
936-559-2501

ATTACHMENTS:



City Council Meeting

Date: May 16, 2023

Agenda Item: 10.D.

PRESENTER: Jessica Sowell, Community Services Asst Director

ITEM/SUBJECT: Receive an update and hold a discussion regarding the City's Communications Taskforce and the process for providing information, both in emergencies and non-emergencies. (Assistant Community Services Director)

SUMMARY/BACKGROUND: On June 15, 2021, the City Council established the creation of a ten-person taskforce to conduct a review of the City's overall communication efforts and provide recommendations to staff and City Council.

Community Services Assistant Director Jessica Sowell presented City Council with an update on the activities of the Communications Taskforce at the November 15, 2022 City Council meeting.

Staff will provide an update on the progress of the Communication Taskforce.

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: Jessica Sowell, Assistant Community Services Director
sowellj@nactx.us
936-559-2960

ATTACHMENTS:

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Hold a discussion and give staff direction regarding 2023 City Council meeting dates. (City Secretary)

SUMMARY/BACKGROUND: Nacogdoches City Council meets on the 1st and 3rd Tuesday of each month at 5:30 p.m., which is set by resolution per the Code of Ordinances. The Code of Ordinances also states that Council must meet at least one time per month.

Resolution No. 1315-11-22 was approved by City Council at their meeting on November 1, 2022 setting City Council meeting dates for 2023. This resolution established the following:

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

And, the following regular meetings were cancelled:

- The third Tuesday in November due to the Thanksgiving holiday
- The third Tuesday in December due to the Christmas holiday

If City Council chooses to change meeting dates then a new resolution will need to be adopted.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. Resolution No. 1315-11-22
2. PowerPoint Presentation

RESOLUTION NO. 1315-11-22

RESOLUTION OF THE CITY OF NACOGDOCHES, TEXAS ESTABLISHING THE REGULAR MEETING DATES AND TIMES OF THE NACOGDOCHES CITY COUNCIL.

WHEREAS, Section 2-51 of the Code of Ordinances of the City of Nacogdoches, Texas states that the regular meeting dates of the City Council shall be set by resolution; and

WHEREAS, on August 7, 2007 City Council approved a resolution setting the regular meeting dates of City Council to be the first and third Tuesday of each month at 5:30 p.m.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF NACOGDOCHES, TEXAS, THAT; due to City holiday schedule, National Night Out and an additional budget meeting required by law the following regular meeting dates will be changed and or added:

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

And, the following regular meetings will be cancelled:

- The third Tuesday in November due to the Thanksgiving holiday
- The third Tuesday in December due to the Christmas holiday

PASSED AND APPROVED the 1st day of November, 2022.

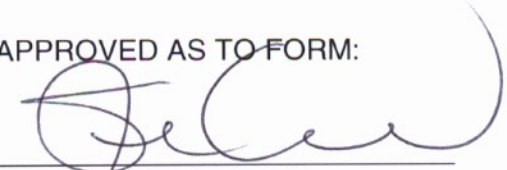
ATTEST:


Jan Vinson, City Secretary




Jimmy Mize, Mayor
City of Nacogdoches

APPROVED AS TO FORM:


Steven Kirkland, City Attorney



City Council Meeting Dates for 2023

- City Council Meetings are the 1st and 3rd Tuesday of each month
 - Set by resolution as stated in the Code of Ordinances

Resolution No. 1315-11-22

Approved on November 1, 2022

- Rescheduled January 3, 2023 to January 10, 2023
- Rescheduled July 4, 2023 to July 11, 2023
- Budget Meeting/Tax Rate Adoption as required by law on September 12, 2023
- Rescheduled October 3, 2023 to October 10, 2023
- National Night Out
- 3rd Tuesday meetings in November and December cancelled due to holidays