



July 18, 2023

AMENDED

(Amended Consent Agenda Item 5.L and added Regular Agenda Items 6.H and 6.I)

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 July 18, 2023. For all timely requests received, staff will call the submitted phone numbers directly during the meeting when the corresponding item comes up for comment. NOTE: The incoming phone call from City staff will be an unfamiliar number.

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

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to speak about items not listed on the agenda. In order to address City Council please complete the Open Forum Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, City Council shall not discuss, deliberate, or make any decisions on items discussed during Open Forum. Comments are limited to 3 minutes per person. Open Forum is limited to the first 5 citizens who submit an Open Forum Form.
4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes for June 28, 2023 and July 5, 2023 special meetings, and June 28, 2023, June 29, 2023 and June 30, 2023 City Board interviews. (City Secretary)

- B. Consider granting a 15-foot-wide utility easement and Right-of-Way to Oncor Electric Delivery (Assistant Director of Public Works).
- C. Consider purchase of a 2022 Chevrolet 4500 4x4 flat bed work truck for the Utility Construction Department in an amount not-to-exceed \$88,348.20 (Utility Construction Manager).
- D. Consider approval of an ordinance amending Chapter 74 "Parks and Recreation", Article II "Parks and Recreation Advisory Board" and providing for a quorum of the City of Nacogdoches, Texas; providing a severability clause, and providing an effective date. (City Secretary)
- E. Consider approval of an ordinance amending Chapter 94 "Taxation", Article IV "Hotel Occupancy Tax", Division 3 "Administration of Funds", Subdivision II "Convention and Visitors Bureau Board" of the City of Nacogdoches, Texas; proving a severability clause, and providing an effective date. (City Secretary)
- F. Consider tax resale authorization for Lot 48-B, Block 56, in the City of Nacogdoches described in a warranty deed, recorded in Vol. 645, Page 887, on an instrument filed November 7, 1986, in Nacogdoches County, Texas under Parcel #25209. (City Manager)
- G. Consider tax resale authorization for part of Lot 27 Block 61, also known as a tract of land in the Sylvester Moreland Grant, in the City of Nacogdoches described in a deed, recorded in Vol. 87, Page 299, on an instrument filed October 14, 1911, in Nacogdoches County, Texas under Parcel #25999. (City Manager)
- H. Consider tax resale authorization for part of Lot 56-A and Lot 56-B of the James E. Fore Subdivision, also known as Jas E. Fore Subdivision, also known as J.E. Fore Subdivision, in the City of Nacogdoches described in a deed, recorded in Vol. 136, Page 345, on instrument filed December 31, 1935, also described in deed recorded in Vol. 149, Page 160 on an instrument filed September 13, 1936, also described in deed recorded in Vol. 477, Page 279 on an instrument filed July 27, 1982, also described in plats recorded in Vol. 4, Page 17 on an instrument filed December 16, 1935 in Nacogdoches County, Texas under Parcel #28687. (City Manager)
- I. Consider tax resale authorization for part of Lot 2-A Block 8 of the J.G. Orton First Addition subdivision in the City of Nacogdoches described in warranty deed with vendors lien, recorded in Vol. 142, Page 171, on an instrument filed March 26, 1938, in Nacogdoches County, Texas under Parcel #31349. (City Manager)
- J. Consider tax resale authorization for part of Lot 2 Block 8 of the J.G. Orton First Addition subdivision in the City of Nacogdoches described in warranty deed with vendors lien, recorded in Vol. 238, Page 169, on an instrument filed September 10, 1953, in Nacogdoches County, Texas under Parcel #31348. (City Manager)
- K. Consider tax resale authorization for Lot 3A, Block 8 of the John G. Orton First Addition subdivision in the City of Nacogdoches described in warranty deed with vendors lien, recorded in Vol. 142, Page 388, on an instrument filed August 26,

1939 and referenced in Sheriffs Deed, recorded in Vol. 314, Page 87 on instrument filed May 28, 1963, also described in 101st Judicial District of Dallas County under case number 68168-E, with order and decree of sale rendered July 9, 1962, also referenced in transfer and assignment of lien from Grinnan Mortgage Company to Commercial Bank of Nacogdoches filed July 2, 1963, and referenced in Deed of Trust recorded in Vol. 88, Page 87, on an instrument recorded July 9, 1963 in Nacogdoches County, Texas under Parcel #31351. (City Manager)

- L. Consider tax resale authorization for Lot 2, Block 48 of the Stone Subdivision, in the City of Nacogdoches described in a gift deed, recorded in Vol. 890, Page 528, on an instrument filed August 5, 1994, in Nacogdoches County, Texas under Parcel #32747. (City Manager)
6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
- A. Discuss and consider approval of the City's partially self-insured health plan and authorize the City Manager to execute any and all renewals/contracts necessary for the 2023/2024 fiscal year. (Human Resources Director and Cadence Insurance)
 - B. Receive a report from the Nacogdoches Communication Task Force. (Public Information Officer)
 - C. Receive a presentation and hold a discussion with the Chamber of Commerce regarding I-69, economic development and infrastructure. (Chamber of Commerce President/CEO Wayne Mitchell)
 - D. Consider approval of an ordinance amending Ordinance No. 1929-09-22 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023 for the reallocation of American Rescue Plan Act (ARPA) funds. (Director of Public Works)
 - E. Receive a report, hold a discussion and give staff direction regarding FY2022-2023 Budgeted Revenues & Expenditures as of June 30, 2023 and the FY2023-2024 Budget. (Director of Finance)
 - F. Consider approval of Resolution Number 1345-07-23 creating a Chapter 380 Economic Development Program and authorizing agreement by and between the City of Nacogdoches and Dennis White regarding renovation of a building at 401 East Main Street, known as the M.C. Hazle Building. (Economic Development Director)
 - G. 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 \$61,760 for the reimbursement of installation of a fire sprinkler system at 401 East Main Street. (Economic Development Director)

- H. Consider Board/Commission appointments for the Convention and Visitors Bureau Board and the Parks and Recreation Advisory board due to ordinance amendments to increase board membership. (Mayor)
 - I. Consider approval to removal of one member and appoint one member to the Housing Authority Board. (Mayor)
7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
- A. Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:
 - 1. Discuss or deliberate regarding commercial or financial information the governmental body has received from business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and
 - 2. Deliberate the offer of financial or other incentives to business prospects described by Subdivision 1 above.
 - B. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject is the appointment of the City Attorney.
8. Open for action, if any, on Executive Session item(s).
9. ADJOURN.



Jan Vinson, City Secretary



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

CERTIFICATION

I certify the AMENDED notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on July 14, 2023 at 10 a.m. and remained posted until meeting convened.

Jan Vinson, City Secretary



City Council Meeting

Date: July 18, 2023

Agenda Item: 5.A.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes for June 28, 2023 and July 5, 2023 special meetings, and June 28, 2023, June 29, 2023 and June 30, 2023 City Board interviews. (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. 06.28.23 Minutes
2. 07.05.23 Minutes
3. 06.28.23 Board Interview Minutes
4. 06.29.23 Board Interview Minutes
5. 06.30.23 Board Interview Minutes



Special Session
Nacogdoches City Council
June 28, 2023 – 5:30 p.m.
City Council Room – City Hall
202 E. Pilar Street

DRAFT

Regular Session:

City Council Present: Mayor Randy Johnson; Council Members Roy Boldon; Chad Huckaby; Kathleen Belanger; and Brad Maule.

1. Called to order at 5:31 p.m.
2. Pledge of Allegiance to the United States and Texas flags.
3. Charles Massey (131 Walker Avenue) spoke during Open Forum regarding the street maintenance fee. He asked that City Council make sure the fee is being used for road maintenance. He discussed the condition of Mound Street. Mr. Massey complemented the Code Enforcement Department and asked that they stay on top of code violations holding citizens responsible for keeping their homes and yards in good order. Mr. Massey also asked that staff address the sidewalk in front of Oak Grove Cemetery which is in disrepair.

4. REGULAR AGENDA:

Mayor Randy Johnson moved items 4.B and 4.C before item 4.A

- B. Hold a discussion regarding auto and pedestrian safety at the intersection of Durst Street and Douglass Road.

Council Member Chad Huckaby stated that he has received a number of concerns regarding the intersection of Durst Street and Douglass Road.

Jeffery Murray stated he has recently moved to the neighborhood near this intersection and asked staff take steps to rectify the issue at the intersection. Mr. Murray discussed how confusing the intersection is for both pedestrians and automobiles.

Steve Bartlett, Public Works Director, stated that staff will gather more information including traffic accident data and return to City Council with some possible solutions. Mr. Bartlett stated that Durst Street and Douglass Road are maintained by Texas Department of Transportation and Sanders Street is maintained by the City of Nacogdoches. Once the information is collected staff will send a brief report to City Council then place the item on a future agenda for discussion.

- C. Hold a discussion and give staff direction and give staff direction regarding the City Speed Hump Policy.

Council Member Chad Huckaby stated that this item is a conversation starter to discuss the circa 2005 Speed Hump Policy which he believes is very cumbersome. He also said that these conversations should include not only speed humps but other traffic calming measures.

Grace Garrigan, who lives at the corner of Logansport and Martinsville, state that this intersection is very dangerous. She stated that Martinsville Street and other streets in town could use some traffic calming devises.

Steve Bartlett, Public Works Director, stated that staff will gather more information and return to City Council with some possible solutions. Mr. Bartlett confirmed that Martinsville and King Streets are emergency services routes which prohibit speed humps. Mr. Bartlett discussed the current process that staff uses to determine the need of a speed hump request.

Council Member Roy Boldon stated he was surprised at the strenuous requirements in place to get a speed hump placed. He said it is almost impossible and the cost to the citizen is extremely high.

Council Member Kathleen Belanger asked if staff could do some things immediately with signage and studying which signs might work best. She also discussed adding brighter paint to the pedestrian

Minutes unofficial until approved by City Council

crossing at Lanana Creek on Martinsville Street and other pedestrian crossing, and make sure shrubs are trimmed at intersections and pedestrian crossings.

Mr. Bartlett discussed the statutory minimum speed limit which is twenty five miles per hour.

Council Member Chad Huckaby asked that the portion of the speed hump policy asking citizens to pay for the speed hump be removed.

Public Works Director Steve Bartlett will return with a brief report and alternate solutions at a future City Council meeting.

A. Receive a report and give staff direction regarding the City Manager search.

Human Resources Director Bonita Hall discussed the City Manager search, screening process and interview process.

City Council discussed application cutoff date, first review of resumes, applicant written exercises, reviewing resumes in Executive Session, virtual interviews and applicant evaluation.

Mayor Randy Johnson asked the City Manager to verify with the Interim City Attorney that City Manager resumes can be reviewed in Executive Session.

Council Member Kathleen Belanger asked for a statement from the Interim City Attorney regarding what City Council should say to applicants if asked whether or not their resumes will be public record.

Meeting adjourned at 6:22 p.m.

ATTEST:

Mayor Randy Johnson
City Council
City of Nacogdoches

Jan Vinson, City Secretary



Special Session
Nacogdoches City Council
July 5, 2023 – 5:30 p.m.
City Council Room – City Hall
202 E. Pilar Street

DRAFT

Regular Session:

City Council Present: Mayor Randy Johnson; Council Members Roy Boldon; Chad Huckaby; Kathleen Belanger; and Brad Maule.

1. Called to order at 5:31 p.m.
2. Pledge of Allegiance to the United States and Texas flags.
3. No one spoke during Open Forum.
4. **REGULAR AGENDA:**

A. Hold a discussion and give staff direction regarding the City Attorney search.

Brittany Tucker, Human Resources Manager, presented the item and requested guidance regarding the process for the City Attorney search.

City Council discussed the job description, salary, advertising the vacancy, length of posting and review process.

Interim City Attorney Scott Bounds suggested posting the vacancy with the Texas City Attorney Association.

City Council requested the vacancy be posted on the City’s website and the Texas City Attorney Association, and salary will be commensurate with experience. First review of resumes will be on July 18, 2023 during Executive Session.

Meeting adjourned at 5:57 p.m.

ATTEST:

Mayor Randy Johnson
City Council
City of Nacogdoches

Jan Vinson, City Secretary

Minutes unofficial until approved by City Council



DRAFT

MINUTES
Board Interviews
Nacogdoches City Council
June 28, 2023 at 1:00 p.m.
City Hall
202 E. Pilar Street

PRESENT: Mayor Randy Johnson, Council Member Kathleen Belanger, Council Member Roy Boldon, Council Member Chad Huckaby, Council Member Brad Maule and Office Assistant III, Rhonda Lewis.

Mayor Johnson called the meeting to order at 1:00 p.m.

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

- Jeff Abt
- Philip Blackburn
- Ruth Carroll
- Latricia Jacobs
- Carol Walsh
- Nanette Fausett
- John Sloane
- Anne Keehnen (Virtual)
- Rod Allen
- Michael Molling
- John McGuire
- Matt McKeehan

No appointments were made at this meeting.

Meeting adjourned at 4:35 p.m.

Mayor Randy Johnson
City Council
City of Nacogdoches

ATTEST:

Rhonda Lewis, Deputy City Secretary

Minutes unofficial until approved by City Council



DRAFT

MINUTES
Board Interviews
Nacogdoches City Council
June 29, 2023 at 1:00 p.m.
City Hall
202 E. Pilar Street

PRESENT: Mayor Randy Johnson, Council Member Kathleen Belanger, Council Member Chad Huckaby, Council Member Brad Maule and Office Assistant III, Rhonda Lewis.

ABSENT: Council Member Roy Boldon

Mayor Johnson called the meeting to order at 1:03 p.m.

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

- Taylor Alvarez
- Clifton Watts
- Todd Petershagen (Virtual)
- Laura Turner
- Wyatt Henderson
- Leann West
- Elizabeth Gaudette
- John Mosley
- Sue McLaughlin
- Joanne Shofner
- Mark Sowell
- Vickie Winthrop
- Donald Lacey

The following were scheduled to interview, but didn't attend:

- Brandy Gentry
- Michael Montes

No appointments were made at this meeting.

Meeting adjourned at 5:15 p.m.

Mayor Randy Johnson
City Council
City of Nacogdoches

ATTEST:

Rhonda Lewis, Deputy City Secretary

Minutes unofficial until approved by City Council



DRAFT

MINUTES
Board Interviews
Nacogdoches City Council
June 30, 2023 at 1:00 p.m.
City Hall
202 E. Pilar Street

PRESENT: Mayor Randy Johnson, Council Member Kathleen Belanger, Council Member Chad Huckaby, Council Member Brad Maule and Office Assistant III, Rhonda Lewis.

ABSENT: Council Member Roy Boldon

Mayor Johnson called the meeting to order at 1:05 p.m.

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

- Barry Bell (Conference Call)
- Christina Ward
- Patricia Crain
- Debbie Hunt
- Shannon Conklin
- Nicole Upshaw
- Larry King
- Tracie Lasater
- George Middlebrook
- Nancy Niehaus
- Charles Bradberry
- Kristal Gibson
- Bonnie Vermeulen
- David Shofner
- Dawn Stover
- Jacob Grayson

No appointments were made at this meeting.

Meeting adjourned at 5:40 p.m.

Mayor Randy Johnson
City Council
City of Nacogdoches

ATTEST:

Rhonda Lewis, Deputy City Secretary

Minutes unofficial until approved by City Council

PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider granting a 15-foot-wide utility easement and Right-of-Way to Oncor Electric Delivery (Assistant Director of Public Works).

SUMMARY/BACKGROUND: Oncor Electric Delivery has requested a new easement and right-of-way located across Property ID 68195, owned by the City, along Appleby Sand Road near the Spring Creek Subdivision. This site is the location of the City's sanitary sewer lift station which serves the Subdivision. The right-of-way will be for overhead and/or underground electrical supply, including necessary appurtenances. Oncor has existing electric lines in Appleby to the north and near Broadmoor Subdivision to the south and they are working to connect these existing facilities with a new transmission line. Oncor would pay \$2.00 per foot for the 30-foot-long easement for a total of \$60.00. Examination of appraisal values shows this is approximately the per square foot value of this property. This easement will not impact the operations or maintenance of the lift station. It is recommended that the easement and right-of-way be granted. Easement will be executed upon review and approval by the City Attorney.

FINANCIAL:

Item is estimated to generate additional revenue: \$60.00

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

Not Applicable

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

ATTACHMENTS: 1. Agreement
2. PowerPoint Presentation



TED W. WALTERS & ASSOCIATES, LLC

June 12, 2023

Brooks Williams
19203 CR 2187
Tatum, TX 75691

City of Nacogdoches
PO Box 635030.
Nacogdoches, TX 75964

Dear: City of Nacogdoches

Please find the following documents for your review and signature:

- Oncor Electric ROW Agreement

If everything appears in order please sign the documents in the presence of a Notary Public, who should sign, date and seal the acknowledgments. You may return the two original documents to me in the self-addressed envelope provided. Keep the copy for your records.

Oncor is paying \$2.00 per foot. The distance across the site is 30' for a total of \$60.00

If you have any questions, please feel free to contact me at **903-241-0154** or by email at williamsfieldresources@gmail.com. Thank you for your time.

Sincerely,

Brooks Williams
ROW Agent

PT #: 2022-0278

District: East

WR #: 20500542

ER #

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS

3

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COUNTY OF NACOGDOCHES §

KNOW ALL MEN BY THESE PRESENTS:

That **City of Nacogdoches**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____ 2023.

Grantor: City of Nacogdoches

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

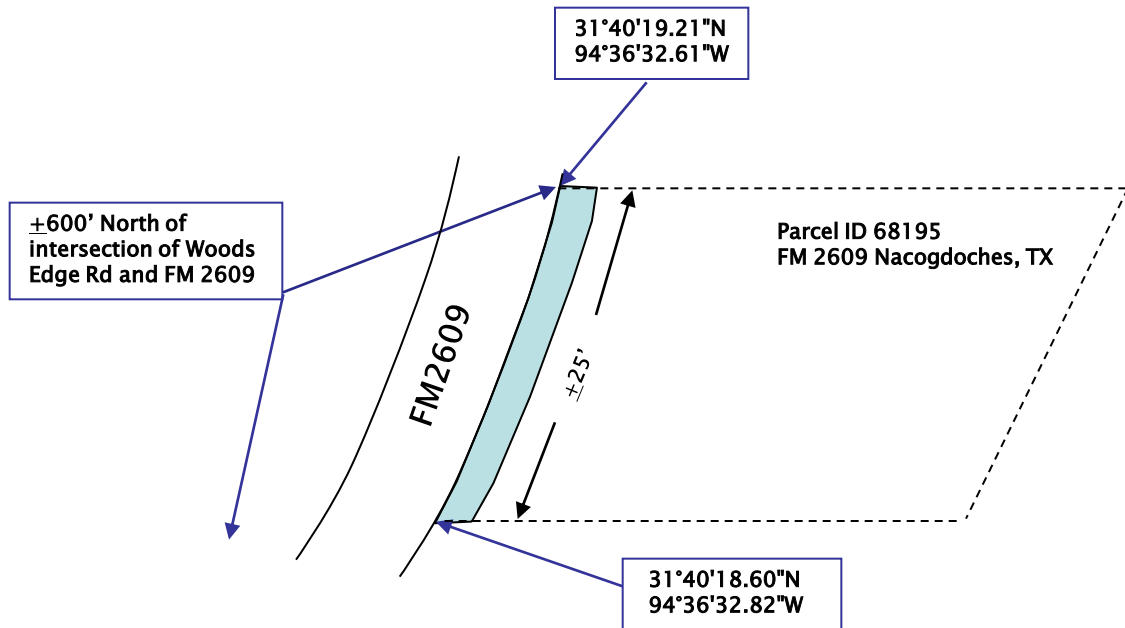
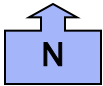
BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____, of the **City of Nacogdoches**, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

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

Notary Public in and for the State of Texas

ONCOR ELECTRIC DELIVERY

“EXHIBIT A”



Legend

- Existing Power Line
- Denotes Easement
Easement Width 15 Feet

The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not Intended as an actual survey. Calls shown are references only. No Statement is made to the validity of these calls.

GRANTOR: City of Nacogdoches

Instrument Number – Volume 2174, Page 151 OPR County: Nacogdoches

Survey: **Jose Cordova and Bros.**

Abstract: **A-20**

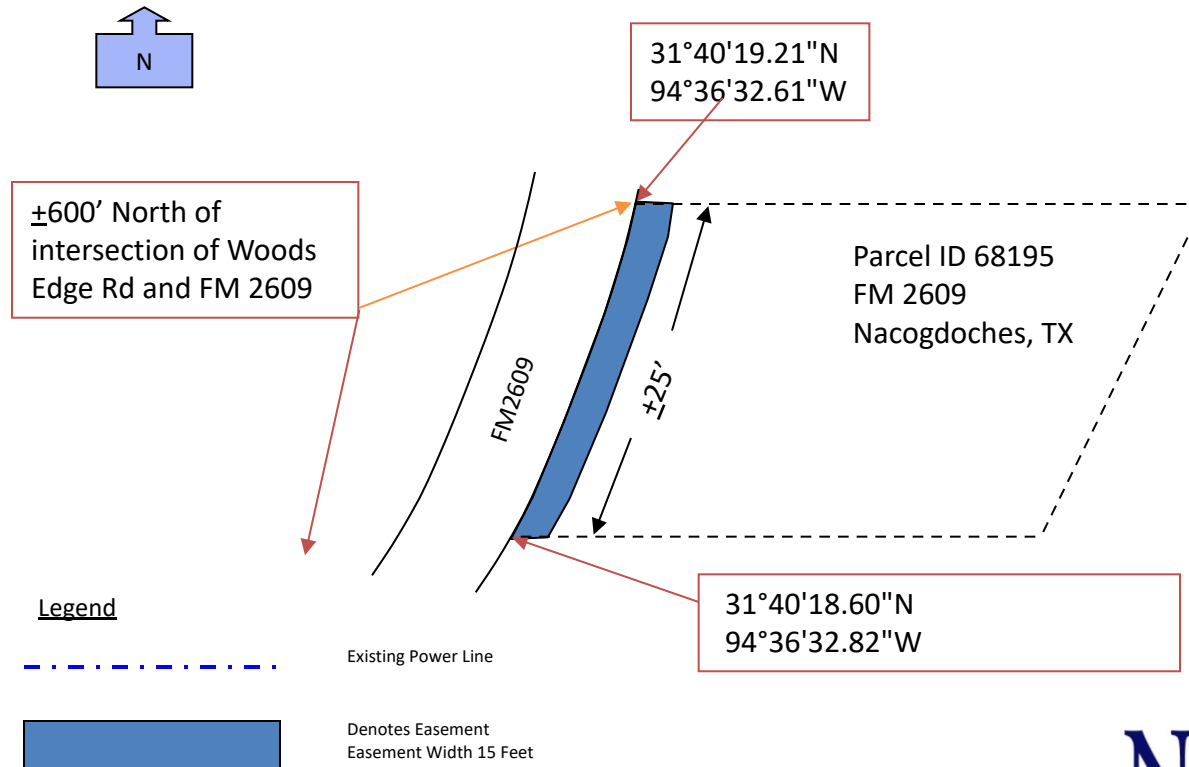
District: East

WO#:20500542

Utility Easement

Oncor Transmission Line

- ❑ Oncor Electric request for electric utility easement for transmission line
- ❑ Transmission line to connect existing line in Appleby to existing line near Broadmoor Subdivision
- ❑ Will not impact operations or maintenance of City's lift station on site





City Council Meeting

Date: July 18, 2023

Agenda Item: 5.C.

PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider purchase of a 2022 Chevrolet 4500 4x4 flat bed work truck for the Utility Construction Department in an amount not-to-exceed \$88,348.20 (Utility Construction Manager).

SUMMARY/BACKGROUND: This item is for the purchase of a new 2022 Chevrolet 4500 4x4 work vehicle for the Utility Construction Department. This is a new unit ordered during 2022 which is replacing a 2013 Ford F-550 which has had multiple issues with engine failure. This vehicle is used to haul large sewer cleaning equipment and is critical for daily operations. Base price for the vehicle is \$62,348.20 and bed and other necessary attachments and safety equipment total approximately \$26,000.00 for a total expenditure not to exceed \$88,348.20. There is adequate budget in the current fiscal year for this purchase.

FINANCIAL:

Item is budgeted:

Account No.: 30.37 680.20

Account Name: *Capital Equipment*

Amount: \$90,000

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

Not Applicable

CITY CONTACT: Jason Smith, Utility Construction Manager
smithje@nactx.us
936-564-7980

ATTACHMENTS: 1. Quote



CITY OF NACOGDOCHES

Prepared For: QUOTE # CC234468

[Retail] 2022 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (2)

QUOTE#: QUOTE # CC234468				TX BUYBOARD CONTRACT #601-19			
CUSTOMER CONTACT:		MATT WATSON					
PHONE/EMAIL:		936-615-7543 WATSONM@NACTX.US					
DATE OF QUOTE		Tuesday, June 27, 2023					
BASE PRICE:		ITEM # 34				\$	50,965.00
PUBLISHED OPTIONS:						\$	10,550.00
UNPUBLISHED OPTIONS:							
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE, COURTHOUSE TIME:						\$	-
UPFITTERS:						\$	-
MANUFACTURER DESTINATION/DELIVERY:						\$	-
FLOOR PLAN INTEREST (FOR IN STOCK AND/OR EQUIPPED VEHICLES):						\$	-
LOT INSURANCE (FOR IN STOCK AND/OR EQUIPPED VEHICLES):						\$	-
CONTRACT PRICE ADJUSTMENT:						\$	-
ADDITIONAL DELIVERY CHARGE:		152 MILES		NACOGDOCHES, TX		\$	433.20
SUBTOTAL:						\$	61,948.20
QUANTITY ORDERED:		1 X K=				\$	61,948.20
TRADE IN:						\$	-
BUYBOARD FEE PER PURCHASE ORDER:						\$	400.00
TOTAL PURCHASE PRICE WITH BUYBOARD FEE:						\$	62,348.20
STOCK UNIT 1HTKJPVK2NH793029							
PRICES ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PURCHASE ORDER IS ISSUED. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. PRICE WILL BE CONFIRMED AT TIME OF ORDER ENTRY. BE ADVISED, PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR) **DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT**							



City Council Meeting

Date: July 18, 2023

Agenda Item: 5.D.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of an ordinance amending Chapter 74 "Parks and Recreation", Article II "Parks and Recreation Advisory Board" and providing for a quorum of the City of Nacogdoches, Texas; providing a severability clause, and providing an effective date. (City Secretary)

SUMMARY/BACKGROUND: City Council conducted interviews for various City Boards/Commission June 28-30, 2023. City Council determined that the Parks and Recreation Advisory Board would benefit from appointing additional members. The membership composition is set by ordinance. Therefore, an ordinance amendment is necessary to make changes to the membership composition.

City Council also discussed adding a section regarding what a quorum would be for the board.

City Council believes that City Boards/Commissions are very important and making these changes will only enhance the work of the Parks and Recreation Advisory Board.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment

CITY CONTACT: Jan Vinson, City Secretary

vinsonj@nactx.us

936-559-2506

ATTACHMENTS: 1. Draft Ordinance Amendment

ORDINANCE NO. 1971-07-23

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING CHAPTER 74 "PARKS AND RECREATION", ARTICLE II, "PARKS AND RECREATION ADVISORY BOARD" AND PROVIDE FOR A QUORUM OF THE CITY OF NACOGDOCHES, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the interviews conducted by City Council to fill expired terms on the Parks and Recreation Advisory Board City Council Members discussed increasing the number of members for this board; and

WHEREAS, in their discussions the City Council of the City of Nacogdoches determined that the Parks and Recreation Advisory Board would benefit from increasing its membership; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Nacogdoches that Chapter 74, "Parks and Recreation" Article II, "Parks and Recreation Advisory Board", amended to read as follows:

Sec.74-27.-Composition

The Parks and Recreation Advisory Board shall consist of not less than seven nor more than ~~eleven~~fifteen members.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Nacogdoches that Chapter 74, "Parks and Recreation" Article II, "Parks and Recreation Advisory Board", be amended to add the following section:

Sec.74-36.-Meetings

A quorum for the transaction of business of the membership shall be a majority of the members of the board appointed by City Council to serve on the board.

PASSED AND APPROVED this the 18th day of July, 2023.

Randy Johnson, Mayor

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Scott Bounds, Olson & Olson
Interim City Attorney



City Council Meeting

Date: July 18, 2023

Agenda Item: 5.E.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of an ordinance amending Chapter 94 "Taxation", Article IV "Hotel Occupancy Tax", Division 3 "Administration of Funds", Subdivision II "Convention and Visitors Bureau Board" of the City of Nacogdoches, Texas; providing a severability clause, and providing an effective date. (City Secretary)

SUMMARY/BACKGROUND: City Council conducted interviews for various City Boards/Commission June 28-30, 2023. City Council determined that the Convention and Visitors Bureau would benefit from appointing additional members. The membership composition is set by ordinance. Therefore, an ordinance amendment is necessary to make changes to the membership composition.

City Council believes that City Boards/Commissions are very important and making these changes will only enhance the work of the Convention and Visitors Bureau Board.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment

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

ATTACHMENTS: 1. Draft Ordinance Amendment

ORDINANCE NO. 1972-07-23

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING CHAPTER 94 "TAXATION", ARTICLE IV "HOTEL OCCUPANCY TAX", DIVISION 3 "ADMINISTRATION OF FUNDS", SUBDIVISION II "CONVENTION AND VISITORS BUREAU BOARD" OF THE CITY OF NACOGDOCHES, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the interviews conducted by City Council to fill expired terms on the Convention and Visitors Bureau Board City Council Members discussed increasing the number of members for this board; and

WHEREAS, in their discussions the City Council of the City of Nacogdoches determined that the Convention and Visitors Bureau Board would benefit from increasing its membership; and

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

Section 1: Chapter 94, "Taxation", Article IV "Hotel Occupancy Tax", Division 3 "Administration of Funds", Subdivision II "Convention and Visitors Bureau Board" Sec. 94-231.-"Created" of the Code of Ordinances of the City of Nacogdoches, Texas shall be amended to read as follows:

Sec. 94-231.-Created.

(a) The city council shall appoint or remove a seven to eleven member convention and visitors bureau board for the Nacogdoches Convention and Visitors Bureau (referred to as the "CVB") to administer the funds available under this division and to carry on the purpose of this division. Members of the board may be selected from applications received from interested residents and/or members from ~~membership of the following tourism and community groups: (1) One representative from the restaurant industry; (2) Three representatives from retail merchants, including restaurants; (3) One representative from historic interests, restoration, or preservation; (4) One representative from a bed and breakfast providing bed tax revenues; (5) Three representatives from the hotel/motel and or bed and breakfast industry; (6) One representative from university interests; (7) One representative from minority owned business interests; and (8) Two at large community representatives.~~ the restaurant industry, retail merchants, historic interests, restoration/preservation interests, bed and breakfast industry, hotel/motel industry, university interest, minority owned business and other community representatives.

(b) The city council may, at its sole discretion, consider persons recommended by the current board of directors, accept applications and/or nominations from the public at large or appoint from a membership list of persons who are members of tourism-related groups. The city council shall not be required to accept any recommendations but shall have the authority to appoint any city citizen.

Section 2: Chapter 94, "Taxation", Article IV "Hotel Occupancy Tax", Division 3 "Administration of Funds", Subdivision II "Convention and Visitors Bureau Board" Sec. 94-235.-"Quorum" of the Code of Ordinances of the City of Nacogdoches, Texas shall be added to read as follows:

Sec.94-235.-Quorum.

~~Four members of the convention and visitors bureau board shall constitute a quorum for the conduct of business.~~ A quorum for the transaction of business of the membership shall consist of a majority of the members of the board appointed by City council to serve on the board.

PASSED AND APPROVED this the 18th day of July, 2023.

Randy Johnson, Mayor

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Scott Bounds, Olson & Olson LLP
Interim City Attorney



City Council Meeting

Date: July 18, 2023

Agenda Item: 5.F.

PRESENTER: Keith Kiplinger, Interim City Manager

ITEM/SUBJECT: Consider tax resale authorization for Lot 48-B, Block 56, in the City of Nacogdoches described in a warranty deed, recorded in Vol. 645, Page 887, on an instrument filed November 7, 1986, in Nacogdoches County, Texas under Parcel #25209. (City Manager)

SUMMARY/BACKGROUND: A bid was received from George Barham in the amount of \$4,000.00 for the property located in the Nacogdoches Independent School District being Lot 48-B, Block 56, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 25209. This property is located at 1021 Cottonwood Street, Nacogdoches, Texas.

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, City Manager
kiplingerk@nactx.us
936-559-2501

ATTACHMENTS: 1. Parcel #25209 - Bid Packet

EXHIBIT "A"

BID ANALYSIS

Cause #: C2338239

Previous Owner: Polly Parker Jackson

Bid Amount: \$4,000.00

Bidders Name: George Barham

Parcel #25209

Date of Sale: 3/7/2023

Redemption Expires: 9/7/2023

PROPERTY DESCRIPTION

BEING LOT 48-B OF BLOCK 56, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED, RECORDED IN VOLUME 645, PAGE 887, ON INSTRUMENT FILED NOVEMBER 7, 1986, IN NACOGDOCHES COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 25209

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF NACOGDOCHES	2008-2010, 2012-2022	\$2,030.64
NACOGDOCHES COUNTY	2008-2010, 2012-2022	\$1,749.38
NACOGDOCHES ISD	2008-2010, 2012-2022	\$3,342.47

TOTAL:\$7,122.49

COSTS

Court Costs:	\$40.00	(Payable to District Clerk)
Ad-Litem Fees:	\$250.00	(Payable to Ad Litem)
Publication Fee:	\$201.00	(Payable to Perdue Law Firm)
Title Research:	\$400.00	(Payable to Perdue Law Firm)
Recording Fee:	\$38.00	(Payable to Perdue Law Firm)
Postage:	\$68.48	(Payable to Perdue Law Firm)
Sheriff's Fees:	\$125.00	(Payable to the Nac Sheriff's Dept)
City Liens:	\$1,150.00	(Payable to City of Nac)

TOTAL: \$2,272.48

PROPOSED DISTRIBUTION

Bid Amount:	\$4,000.00	Costs: \$2,272.48
Net to Distribute:	\$1,727.52	

ENTITY	AMOUNT TO DISBURSE
CITY OF NACOGDOCHES	\$449.15
NACOGDOCHES COUNTY	\$431.88
NACOGDOCHES ISD	\$846.49

TOTAL: \$1,727.52

Note: Bid amount not sufficient enough to cover all taxes due.

Property Details

Account		
Property ID:	25209	Geographic ID: 17-056-0480-020000
Type:	Real	
Location		
Situs Address:	1021 COTTONWOOD ST NACOGDOCHES, TX	
Map ID:	007	Mapsco:
Legal Description:	LT 48-B BK 56	
Abstract/Subdivision:		
Neighborhood:		
Owner ID:	35586	
Name:	PARKER POLLY JACKSON	
Agent:	DNM	
Mailing Address:	MAIL RETD	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$11,920 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$11,920 (=)
Agricultural Value Loss: ⓘ	\$0 (-)

Homestead Cap Loss: ?	\$0 (-)
Appraised Value:	\$11,920
Ag Use Value:	\$0
VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION. Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Owner: PARKER POLLY JACKSON %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01	NACOGDOCHES COUNTY	0.472200	\$11,920	\$11,920	\$56.29	
12	CITY OF NACOGDOCHES	0.518510	\$11,920	\$11,920	\$61.81	
36	NACOGDOCHES ISD	1.240700	\$11,920	\$11,920	\$147.89	
50	HOSPITAL DISTRICT	0.000000	\$11,920	\$11,920	\$0.00	

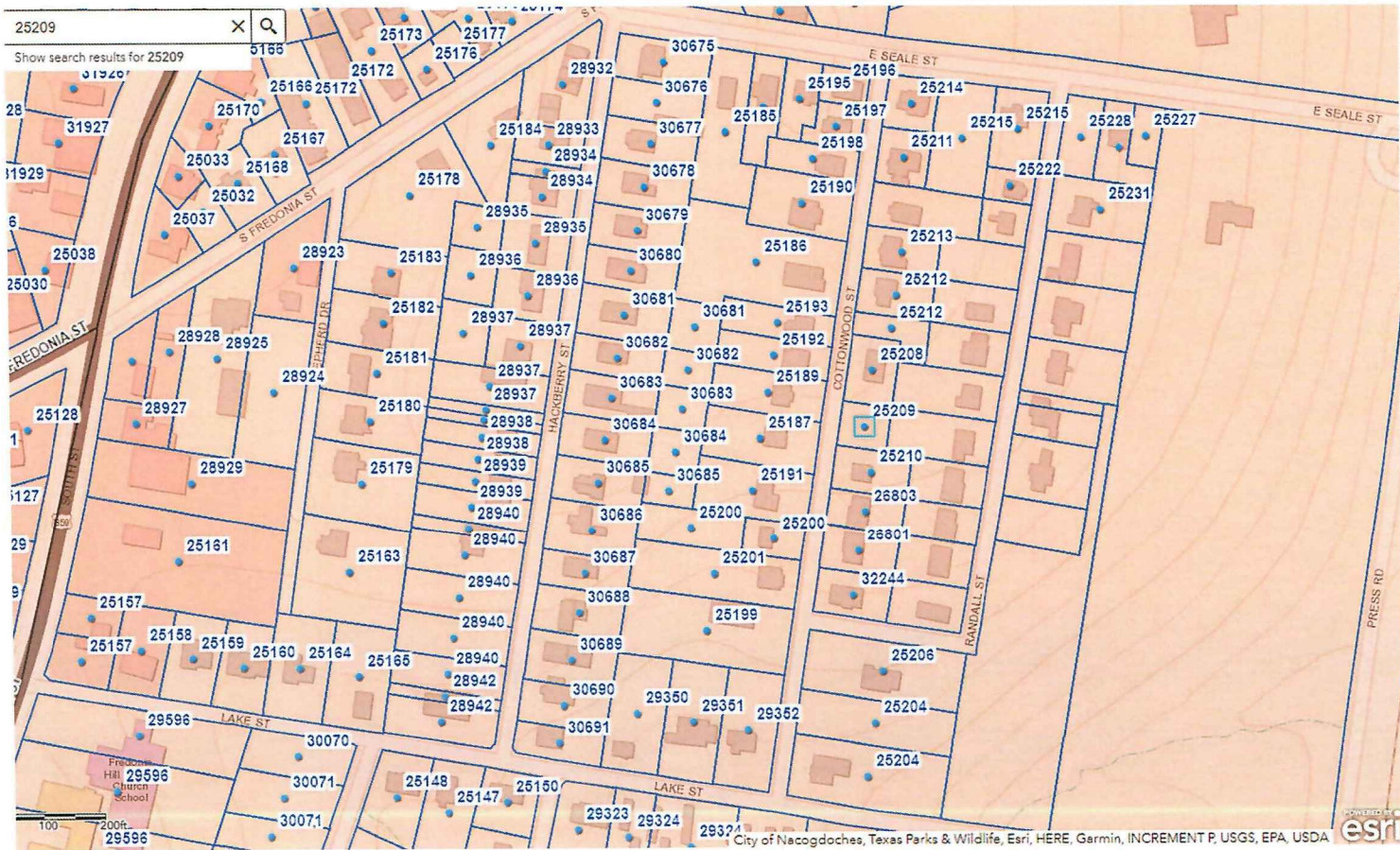
Total Tax Rate: 2.231410

Estimated Taxes With Exemptions: \$265.99

Estimated Taxes Without Exemptions: \$265.99

PID 25209 - 1021 COTTONWOOD ST.

VALUE \$11,920.00



SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of FOUR THOUSAND DOLLARS AND 00/ 100 (\$4,000.00) and other good and valuable consideration, in hand paid by GEORGE BARHAM, IV, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239 CITY OF NACOGDOCHES vs. OWNER OF VARIOUS PROPERTIES LOCATED WITHIN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY, TEXAS., said property being described as follows:

BEING LOT 48-B OF BLOCK 56, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED, RECORDED IN VOLUME 645, PAGE 887, ON INSTRUMENT FILED NOVEMBER 7, 1986, IN NACOGDOCHES COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 25209

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said GEORGE BARHAM, IV, Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023

NACOGDOCHES COUNTY

BY: _____
NACOGDOCHES COUNTY JUDGE

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ NACOGDOCHES COUNTY JUDGE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

NACOGDOCHES INDEPENDENT SCHOOL DISTRICT

BY: _____
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ PRESIDENT, BOARD OF TRUSTEES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

GRANTEE' S MAILING ADDRESS:
GEORGE BARHAM, IV
924 N. UNIVERSITY DR., NACOGDOCHES, TX 75961

RETURN TO:
PERDUE, BRANDON, FIELDER, COLLINS AND MOTT, LLP
220 W. HOSPITAL ST., NACOGDOCHES, TX 75961



City Council Meeting

Date: July 18, 2023

Agenda Item: 5.G.

PRESENTER: Keith Kiplinger, Interim City Manager

ITEM/SUBJECT: Consider tax resale authorization for part of Lot 27 Block 61, also known as a tract of land in the Sylvester Moreland Grant, in the City of Nacogdoches described in a deed, recorded in Vol. 87, Page 299, on an instrument filed October 14, 1911, in Nacogdoches County, Texas under Parcel #25999. (City Manager)

SUMMARY/BACKGROUND: A bid was received from CBMAA-Patton in the amount of \$6,000.00 for the property located in the Nacogdoches Independent School District being Lot 27, Block 61, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 25999. This property is located at 2015 Terry Street, Nacogdoches, Texas.

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, City Manager
kiplingerk@nactx.us
936-559-2501

ATTACHMENTS: 1. Parcel #25999 - Bid Packet

EXHIBIT "A"

BID ANALYSIS

Cause #: C2338239
Previous Owner: Lucy Mallory
Bid Amount: \$6,000.00
Bidders Name: CBMAA-PATTON

Parcel #25999
Date of Sale: 3/7/2023
Redemption Expires: 9/7/2023

PROPERTY DESCRIPTION

BEING LOT 27 OF BLOCK 61, ALSO KNOWN AS A TRACT OF LAND IN THE SYLVESTER MORELAND GRANT, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN DEED, RECORD IN VOLUME 87, PAGE 299, ON INSTRUMENT DATED OCTOBER 14, 1911, IN NACOGDOCHES COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 25999

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF NACOGDOCHES	2011-2022	\$5,881.11
NACOGDOCHES COUNTY	2011-2022	\$5,408.88
NACOGDOCHES ISD	2011-2022	\$13,413.29
		<u>TOTAL:\$24,703.28</u>

COSTS

Court Costs:	\$40.00	(Payable to District Clerk)
Publication Fee:	\$201.00	(Payable to Perdue Law Firm)
Title Research:	\$300.00	(Payable to Perdue Law Firm)
Recording Fee:	\$38.00	(Payable to Perdue Law Firm)
Postage:	\$188.32	(Payable to Perdue Law Firm)
Sheriff's Fees:	\$125.00	(Payable to the Nac Sheriff's Dept)

TOTAL: \$892.32

PROPOSED DISTRIBUTION

Bid Amount: \$6,000.00 Costs: \$892.32
Net to Distribute: \$5,107.68

ENTITY	AMOUNT TO DISBURSE
CITY OF NACOGDOCHES	\$1,327.99
NACOGDOCHES COUNTY	\$1,276.92
NACOGDOCHES ISD	\$2,502.77

TOTAL: \$5,107.68

Note: Bid amount not sufficient enough to cover all taxes due.

Property Details

Account		
Property ID:	25999	Geographic ID: 17-061-0027-000000
Type:	Real	
Location		
Situs Address:	2015 TERRY ST NACOGDOCHES, TX	
Map ID:	372	Mapsco:
Legal Description:	LT 27 BK 61	
Abstract/Subdivision:		
Neighborhood:		
Owner ID:	36206	
Name:	MALLORY LUCY EST	
Agent:		
Mailing Address:	PAULA BURT 3008 HATCHER ST # 3008 FORT WORTH, TX 76105-5033	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$56,090 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$9,940 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$66,030 (=)

Agricultural Value Loss: ⓘ	\$0 (-)
Homestead Cap Loss: ⓘ	\$0 (-)
Appraised Value:	\$66,030
Ag Use Value:	\$0
VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION. Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Owner: MALLORY LUCY EST %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01	NACOGDOCHES COUNTY	0.472200	\$66,030	\$66,030	\$311.79	
12	CITY OF NACOGDOCHES	0.518510	\$66,030	\$66,030	\$342.37	
36	NACOGDOCHES ISD	1.240700	\$66,030	\$66,030	\$819.23	
50	HOSPITAL DISTRICT	0.000000	\$66,030	\$66,030	\$0.00	

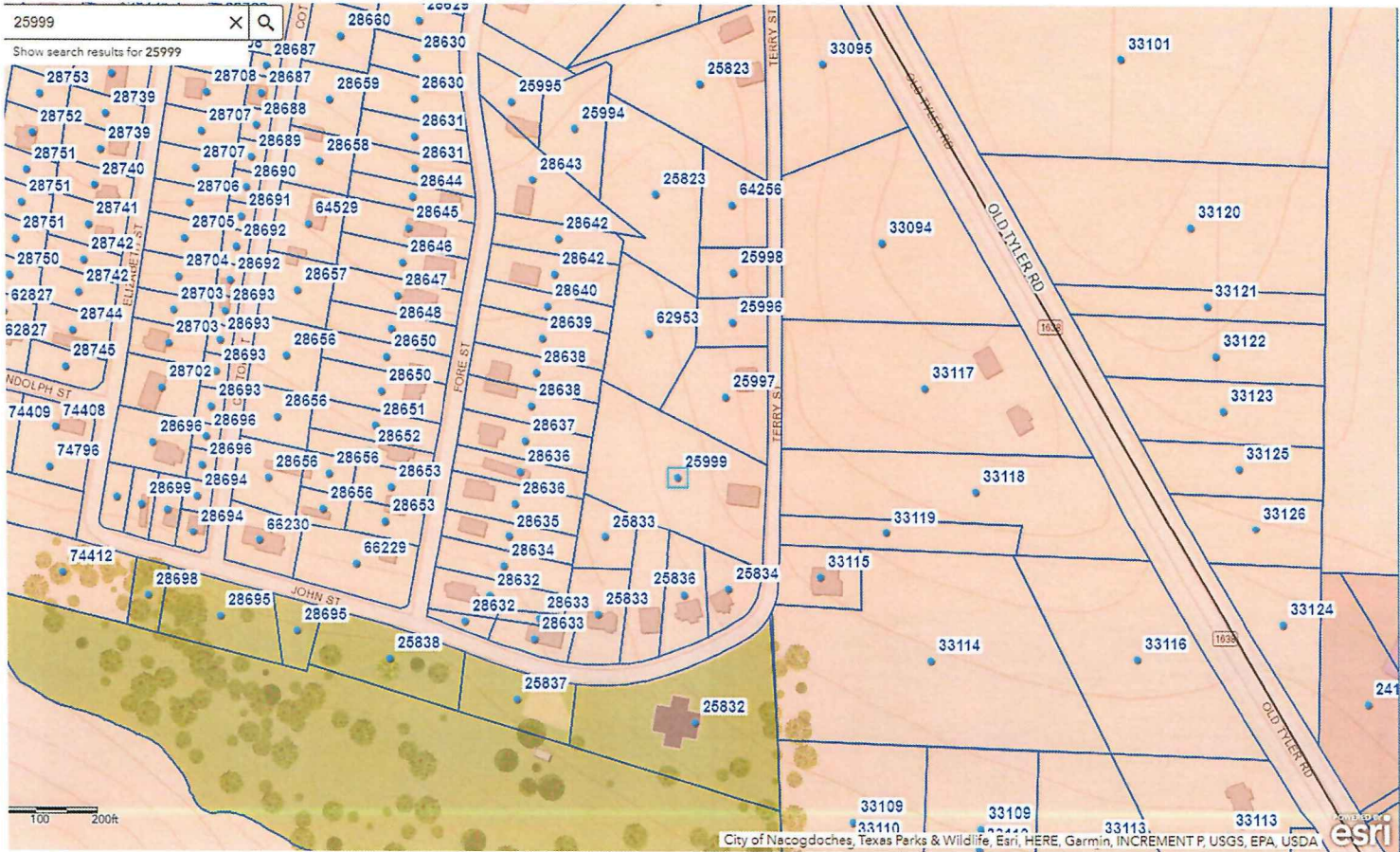
Total Tax Rate: 2.231410

Estimated Taxes With Exemptions: \$1,473.39

Estimated Taxes Without Exemptions: \$1,473.39

PID 25999 - 2015 TERRY ST

VALUE \$58,710.00



SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of SIX THOUSAND DOLLARS AND 00/ 100 (\$6,000. 00) and other good and valuable consideration, in hand paid by CBMAA, INC, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239, CITY OF NACOGDOCHES vs. OWNER OF VARIOUS PROPERTIES LOCATED WITHIN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY, TEXAS said property being described as follows:

BEING LOT 27 OF BLOCK 61, ALSO KNOWN AS A TRACT OF LAND IN THE SYLVESTER MORELAND GRANT, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN DEED, RECORD IN VOLUME 87, PAGE 299, ON INSTRUMENT DATED OCTOBER 14, 1911, IN NACOGDOCHES COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 25999

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said CBMMA, INC, Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

NACOGDOCHES COUNTY

BY: _____
NACOGDOCHES COUNTY JUDGE

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ NACOGDOCHES COUNTY JUDGE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

NACOGDOCHES INDEPENDENT SCHOOL DISTRICT

BY: _____
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ PRESIDENT, BOARD OF TRUSTEES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

GRANTEE' S MAILING ADDRESS:
CBMAA, INC
PO BOX 811, FORNEY, TX 75126

RETURN TO:
PERDUE, BRANDON, FIELDER, COLLINS AND MOTT, LLP
220 W. HOSPITAL ST., NACOGDOCHES, TX 75961



City Council Meeting

Date: July 18, 2023

Agenda Item: 5.H.

PRESENTER: Keith Kiplinger, Interim City Manager

ITEM/SUBJECT: Consider tax resale authorization for part of Lot 56-A and Lot 56-B of the James E. Fore Subdivision, also known as Jas E. Fore Subdivision, also known as J.E. Fore Subdivision, in the City of Nacogdoches described in a deed, recorded in Vol. 136, Page 345, on instrument filed December 31, 1935, also described in deed recorded in Vol. 149, Page 160 on an instrument filed September 13, 1936, also described in deed recorded in Vol. 477, Page 279 on an instrument filed July 27, 1982, also described in plats recorded in Vol. 4, Page 17 on an instrument filed December 16, 1935 in Nacogdoches County, Texas under Parcel #28687. (City Manager)

SUMMARY/BACKGROUND: A bid was received from Reuban Elliott in the amount of \$5,000.00 for the property located in the Nacogdoches Independent School District being part of Lot 56-A and Lot 56-B which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 28687. This property is located at 2311 Cotton Street, Nacogdoches, Texas.

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, City Manager
kiplingerk@nactx.us
936-559-2501

ATTACHMENTS: 1. Parcel #28687 - Bid Packet

EXHIBIT "A"

BID ANALYSIS

Cause #: C2338239

Previous Owner: Carpenter Roosevelt

Bid Amount: \$5,000.00

Bidders Name: Reuban Elliot

Parcel #28687

Date of Sale: 3/7/2023

Redemption Expires: 9/7/2023

PROPERTY DESCRIPTION

BEING PART OF LOT 56-A AND 56-B OF THE JAMES E. FORE SUBDIVISION ALSO KNOWN AS THE JAS E. FORE SUBDIVISION ALSO KNOWN AS THE J. E. FORE SUBDIVISION, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN DEED, RECORDED IN VOLUME 136, PAGE 345, ON INSTRUMENT FILED DECEMBER 31, 1935, IN NACOGDOCHES COUNTY, TEXAS, ALSO DESCRIBED IN DEED, RECORDED IN VOLUME 149, PAGE 160, ON INSTRUMENT FILED SEPTEMBER 13, 1939, IN NACOGDOCHES COUNTY, TEXAS, ALSO DESCRIBED IN DEED, RECORDED IN VOLUME 477, PAGE 279, ON INSTRUMENT FILED July 27th, 1982, IN NACOGDOCHES COUNTY, TEXAS, ALSO KNOWN AS PART OF THE SYLVESTER MORELAND SURVEY, AND FURTHER DESCRIBED IN THE PLATS RECORDS OF NACOGDOCHES COUNTY CLERK'S OFFICE, RECORDED IN VOLUME 4, PAGE 17, ON INSTRUMENT FILED DECEMBER 16, 1935, IN NACOGDOCHES COUNTY, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 28687

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF NACOGDOCHES	1997-1998,2002-2003,2012-2022	\$4,508.47
NACOGDOCHES COUNTY	1997-1998,2002-2003,2012-2022	\$4,004.84
NACOGDOCHES ISD	1997-1998,2002-2003,2012-2022	\$10,725.49

TOTAL:\$19,238.82

COSTS

Court Costs:	\$556.00	(Payable to District Clerk)
Ad-Litem Fees:	\$250.00	(Payable to Ad Litem)
Publication Fee:	\$201.00	(Payable to Perdue Law Firm)
Title Research:	\$400.00	(Payable to Perdue Law Firm)
Recording Fee:	\$38.00	(Payable to Perdue Law Firm)
Postage:	\$205.44	(Payable to Perdue Law Firm)
Sheriff's Fees:	\$125.00	(Payable to the Nac Sheriff's Dept)
City Liens:	\$2,426.00	(Payable to City of Nac)

TOTAL: \$4,201.44

PROPOSED DISTRIBUTION

Bid Amount: \$5,000.00 Costs: \$4,201.44
Net to Distribute: \$798.56

ENTITY	AMOUNT TO DISBURSE
CITY OF NACOGDOCHES	\$207.62
NACOGDOCHES COUNTY	\$199.64
NACOGDOCHES ISD	\$391.30

TOTAL: \$798.56

Note: Bid amount not sufficient enough to cover all taxes due.

Property Details

Account		
Property ID:	28687	Geographic ID: 18-199-6100-056010
Type:	Real	
Location		
Situs Address:	2311 COTTON ST NACOGDOCHES, TX	
Map ID:	61	Mapsco: N-60
Legal Description:	LTS 56-A & 56-B JAS FORE	
Abstract/Subdivision:	04/018 - JAMES E FORE	
Neighborhood:		
Owner ID:	37913	
Name:	CARPENTER ROOSEVELT ESTATE	
Agent:	DNM	
Mailing Address:	*****MAIL RETD 10-2014***** ,	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$35,490 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$7,940 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$43,430 (=)
Agricultural Value Loss:?	\$0 (-)

Homestead Cap Loss: ?	\$0 (-)
Appraised Value:	\$43,430
Ag Use Value:	\$0
VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION. Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Owner: CARPENTER ROOSEVELT ESTATE %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01	NACOGDOCHES COUNTY	0.472200	\$43,430	\$43,430	\$205.08	
12	CITY OF NACOGDOCHES	0.518510	\$43,430	\$43,430	\$225.19	
36	NACOGDOCHES ISD	1.240700	\$43,430	\$43,430	\$538.84	
50	HOSPITAL DISTRICT	0.000000	\$43,430	\$43,430	\$0.00	

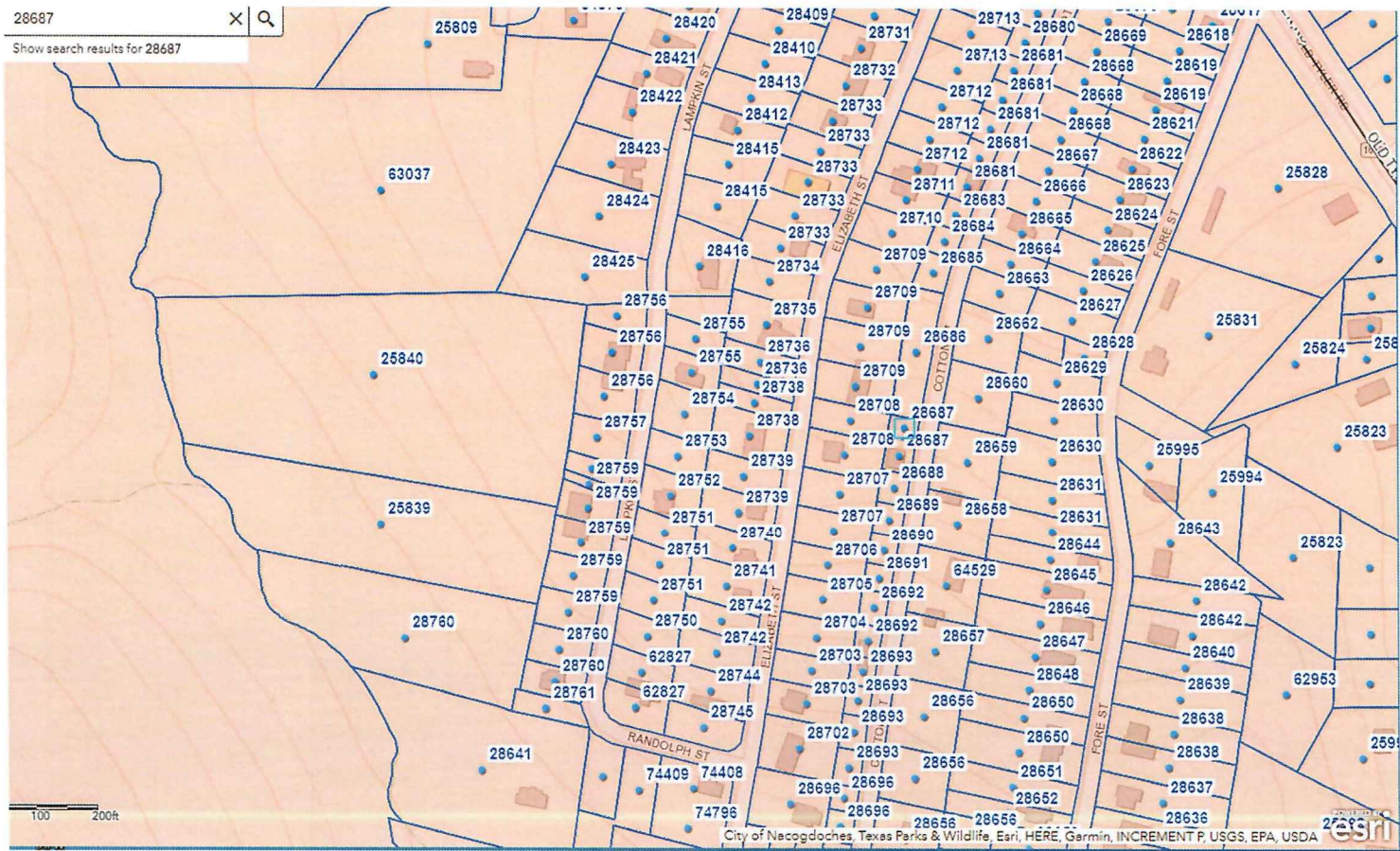
Total Tax Rate: 2.231410

Estimated Taxes With Exemptions: \$969.11

Estimated Taxes Without Exemptions: \$969.11

PID 28687 - 2311 COTTON ST.

VALUE \$38,800.00



SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of FIVE THOUSAND DOLLARS AND 00/ 100 (\$5,000.00) and other good and valuable consideration, in hand paid by REUBEN ELLIOT, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239 CITY OF NACOGDOCHES vs. OWNER OF VARIOUS PROPERTIES LOCATED WITHIN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY, TEXAS., said property being described as follows:

BEING PART OF LOT 56-A AND 56-B OF THE JAMES E. FORE SUBDIVISION ALSO KNOWN AS THE JAS E. FORE SUBDIVISION ALSO KNOWN AS THE J. E. FORE SUBDIVISION, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN DEED, RECORDED IN VOLUME 136, PAGE 345, ON INSTRUMENT FILED DECEMBER 31, 1935, IN NACOGDOCHES COUNTY, TEXAS, ALSO DESCRIBED IN DEED, RECORDED IN VOLUME 149, PAGE 160, ON INSTRUMENT FILED SEPTEMBER 13, 1939, IN NACOGDOCHES COUNTY, TEXAS, ALSO DESCRIBED IN DEED, RECORDED IN VOLUME 477, PAGE 279, ON INSTRUMENT FILED July 27th, 1982, IN NACOGDOCHES COUNTY, TEXAS, ALSO KNOWN AS PART OF THE SYLVESTER MORELAND SURVEY, AND FURTHER DESCRIBED IN THE PLATS RECORDS OF NACOGDOCHES COUNTY CLERK'S OFFICE, RECORDED IN VOLUME 4, PAGE 17, ON INSTRUMENT FILED DECEMBER 16, 1935, IN NACOGDOCHES COUNTY, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 28687

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said REUBEN ELLIOT, Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023

NACOGDOCHES COUNTY

BY: _____
NACOGDOCHES COUNTY JUDGE

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ NACOGDOCHES COUNTY JUDGE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

NACOGDOCHES INDEPENDENT SCHOOL DISTRICT

BY: _____
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ PRESIDENT, BOARD OF TRUSTEES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

GRANTEE' S MAILING ADDRESS:
REUBEN ELLIOTT
6536 FM 2864, NACOGDOCHES, TX 75965

RETURN TO:
PERDUE, BRANDON, FIELDER, COLLINS AND MOTT, LLP
220 W. HOSPITAL ST., NACOGDOCHES, TX 75961



City Council Meeting

Date: July 18, 2023

Agenda Item: 5.I.

PRESENTER: Keith Kiplinger, Interim City Manager

ITEM/SUBJECT: Consider tax resale authorization for part of Lot 2-A Block 8 of the J.G. Orton First Addition subdivision in the City of Nacogdoches described in warranty deed with vendors lien, recorded in Vol. 142, Page 171, on an instrument filed March 26, 1938, in Nacogdoches County, Texas under Parcel #31349. (City Manager)

SUMMARY/BACKGROUND: A bid was received from Reuban Elliot in the amount of \$3,000.00 for the property located in the Nacogdoches Independent School District being part of Lot 2-A Block 8, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 31349. This property is located on Arthur Weaver Street, Nacogdoches, Texas.

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, City Manager
kiplingerk@nactx.us
936-559-2501

ATTACHMENTS: 1. Parcel #31349 - Bid Packet

EXHIBIT "A"

BID ANALYSIS

Cause #: C2338239

Previous Owner: RV Roquemore Est

Bid Amount: \$3,000.00

Bidders Name: Reuban Elliot

Parcel #31349

Date of Sale: 3/7/2023

Redemption Expires: 9/7/2023

PROPERTY DESCRIPTION

BEING PART OF LOT 2-A BLOCK 8 OF THE J.G. ORTON FIRST ADDITION SUBDIVISION, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED WITH VENDORS LIEN, RECORDED IN VOLUME 142, PAGE 171, ON INSTRUMENT FILED MARCH 26, 1938, IN NACOGDOCHES COUNTY, TEXAS, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 31349

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF NACOGDOCHES	2002-2011,2014-2022	\$614.88
NACOGDOCHES COUNTY	2002-2011,2014-2022	\$505.36
NACOGDOCHES ISD	2002-2011,2014-2022	\$1,610.94
		<u>TOTAL:\$2,731.18</u>

COSTS

Court Costs:	\$40.00	(Payable to District Clerk)
Publication Fee:	\$201.00	(Payable to Perdue Law Firm)
Title Research:	\$300.00	(Payable to Perdue Law Firm)
Recording Fee:	\$38.00	(Payable to Perdue Law Firm)
Postage:	\$102.72	(Payable to Perdue Law Firm)
Sheriff's Fees:	\$125.00	(Payable to the Nac Sheriff's Dept)
City Liens:	\$863.76	(Payable to the City of Nac)

TOTAL: \$1,670.48

PROPOSED DISTRIBUTION

Bid Amount: \$3,000.00 Costs: \$1,670.48
Net to Distribute: \$1,329.52

ENTITY	AMOUNT TO DISBURSE
CITY OF NACOGDOCHES	\$345.67
NACOGDOCHES COUNTY	\$332.38
NACOGDOCHES ISD	\$651.47

TOTAL: \$1,329.52

Note: Bid amount not sufficient enough to cover all taxes due.

Property Details

Account		
Property ID:	31349	Geographic ID: 18-437-5308-002010
Type:	Real	
Location		
Situs Address:	ARTHUR WEAVER ST NACOGDOCHES, TX	
Map ID:	53	Mapsco: N-20
Legal Description:	LT 2-A BK 8 J G ORTON (LUCAS ST)	
Abstract/Subdivision:	04/013 - J G ORTON FIRST ADDN	
Neighborhood:	SE	
Owner ID:	39666	
Name:	ROQUEMORE R V	
Agent:	DNM	
Mailing Address:	RETD	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$3,280 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$3,280 (=)
Agricultural Value Loss:?	\$0 (-)

Homestead Cap Loss: ?	\$0 (-)
Appraised Value:	\$3,280
Ag Use Value:	\$0
VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION. Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Owner: ROQUEMORE R V %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01	NACOGDOCHES COUNTY	0.472200	\$3,280	\$3,280	\$15.49	
12	CITY OF NACOGDOCHES	0.518510	\$3,280	\$3,280	\$17.01	
36	NACOGDOCHES ISD	1.240700	\$3,280	\$3,280	\$40.69	
50	HOSPITAL DISTRICT	0.000000	\$3,280	\$3,280	\$0.00	

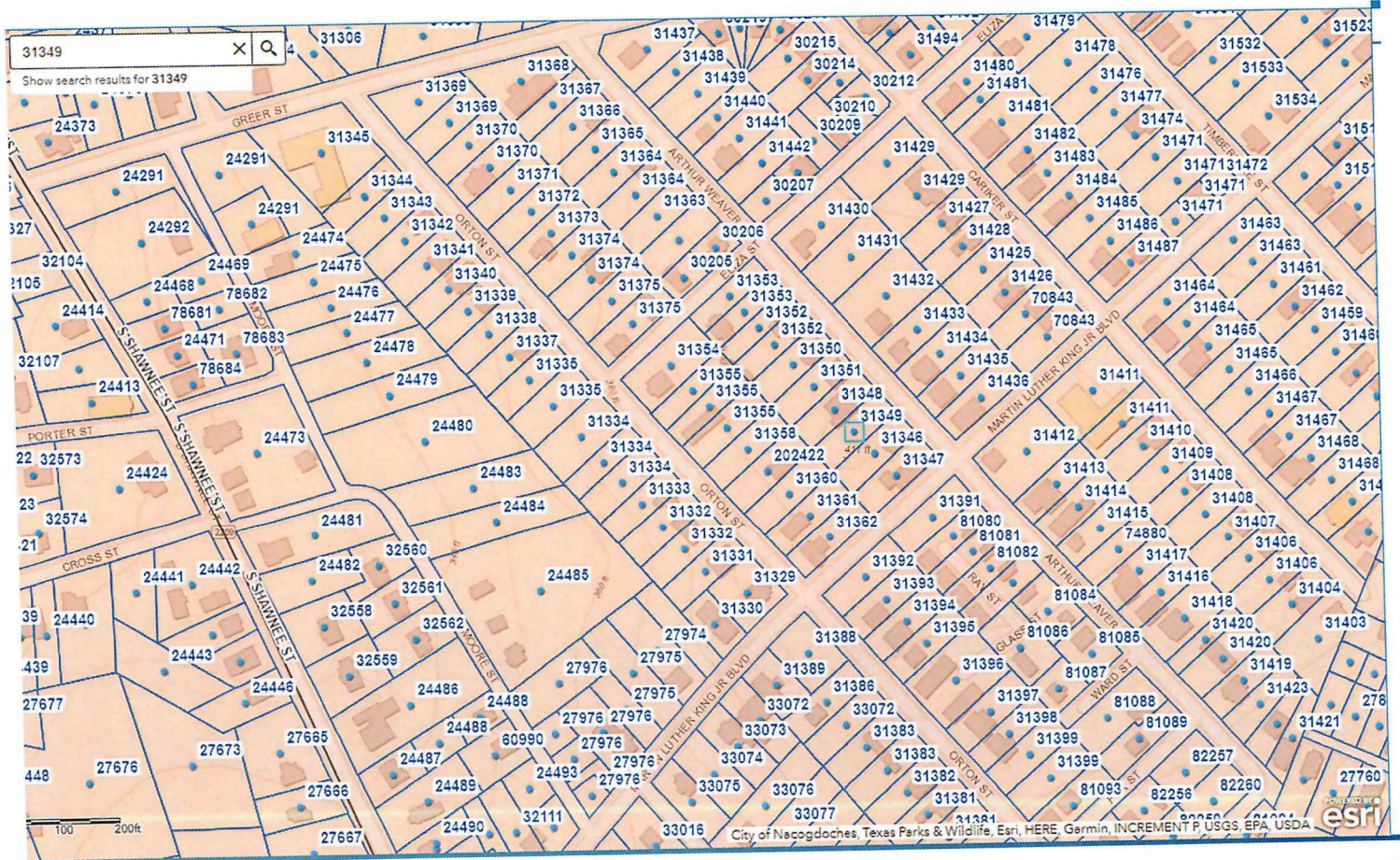
Total Tax Rate: 2.231410

Estimated Taxes With Exemptions: \$73.19

Estimated Taxes Without Exemptions: \$73.19

PID 31349 - ARTHUR WEAVER ST.

VALUE \$410.00



SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of THREE THOUSAND DOLLARS AND 00/ 100 (\$3,000. 00) and other good and valuable consideration, in hand paid by REUBEN ELLIOTT, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239, CITY OF NACOGDOCHES vs. OWNER OF VARIOUS PROPERTIES LOCATED WITHIN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY, TEXAS said property being described as follows:

BEING PART OF LOT 2-A BLOCK 8 OF THE J.G. ORTON FIRST ADDITION SUBDIVISION, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED WITH VENDORS LIEN, RECORDED IN VOLUME 142, PAGE 171, ON INSTRUMENT FILED MARCH 26, 1938, IN NACOGDOCHES COUNTY, TEXAS, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 31349

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said REUBEN ELLIOTT, Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

NACOGDOCHES COUNTY

BY: _____
NACOGDOCHES COUNTY JUDGE

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ NACOGDOCHES COUNTY JUDGE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

NACOGDOCHES INDEPENDENT SCHOOL DISTRICT

BY: _____
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ PRESIDENT, BOARD OF TRUSTEES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

GRANTEE' S MAILING ADDRESS:
REUBEN ELLIOTT
6536 FM 2864, NACOGDOCHES, TX 75965

RETURN TO:
PERDUE, BRANDON, FIELDER, COLLINS AND MOTT, LLP
220 W. HOSPITAL ST., NACOGDOCHES, TX 75961



City Council Meeting

Date: July 18, 2023

Agenda Item: 5.J.

PRESENTER: Keith Kiplinger, Interim City Manager

ITEM/SUBJECT: Consider tax resale authorization for part of Lot 2 Block 8 of the J.G. Orton First Addition subdivision in the City of Nacogdoches described in warranty deed with vendors lien, recorded in Vol. 238, Page 169, on an instrument filed September 10, 1953, in Nacogdoches County, Texas under Parcel #31348. (City Manager)

SUMMARY/BACKGROUND: A bid was received from Patrick Williams in the amount of \$10,200.00 for the property located in the Nacogdoches Independent School District being part of Lot 2 Block 8, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 31348. This property is located at 720 Arthur Weaver Street, Nacogdoches, Texas.

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
936-559-2506

ATTACHMENTS: 1. Parcel #31348 - Bid Packet

EXHIBIT "A"

BID ANALYSIS

Cause #: C2338239

Previous Owner: Williams Walter (Dec) Estate

Bid Amount: \$10,200.00

Bidders Name: Patrick Williams

Parcel #31348

Date of Sale: 3/7/2023

Redemption Expires: 9/7/2023

PROPERTY DESCRIPTION

BEING PART OF LOT 2 BLOCK 8 OF THE J.G. ORTON FIRST ADDITION SUBDIVISION, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED WITH VENDORS LIEN, RECORDED IN VOLUME 238, PAGE 169, ON INSTRUMENT FILED SEPTEMBER 10, 1953, IN NACOGDOCHES COUNTY, TEXAS, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 31348

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF NACOGDOCHES	2009-2022	\$7,857.15
NACOGDOCHES COUNTY	2009-2022	\$7,068.16
NACOGDOCHES ISD	2009-2022	\$14,469.86
		<u>TOTAL: \$29,395.17</u>

COSTS

Court Costs:	\$1,129.00 (Payable to District Clerk)
Ad-Litem Fees:	\$250.00 (Payable to Ad Litem)
Publication Fee:	\$201.00 (Payable to Perdue Law Firm)
Title Research:	\$675.00 (Payable to Perdue Law Firm)
Recording Fee:	\$38.00 (Payable to Perdue Law Firm)
Postage:	\$85.60 (Payable to Perdue Law Firm)
Sheriff's Fees:	\$125.00 (Payable to the Nac Sheriff's Dept)

TOTAL: \$2,503.60

PROPOSED DISTRIBUTION

Bid Amount:	\$10,200.00	Costs:	\$2,503.60
Net to Distribute:	\$7,696.40		

ENTITY	AMOUNT TO DISBURSE
CITY OF NACOGDOCHES	\$2,001.06
NACOGDOCHES COUNTY	\$1,924.10
NACOGDOCHES ISD	\$3,771.24

TOTAL: \$7,696.40

Note: Bid amount not sufficient enough to cover taxes due.

Property Details

Account		
Property ID:	31348	Geographic ID: 18-437-5308-002000
Type:	Real	
Location		
Situs Address:	720 ARTHUR WEAVER ST NACOGDOCHES, TX	
Map ID:	53	Mapsco: N-20
Legal Description:	LT 2 BK 8 J G ORTON (LUCAS ST)	
Abstract/Subdivision:	04/013 - J G ORTON FIRST ADDN	
Neighborhood:	SE	
Owner ID:	71942	
Name:	WILLIAMS WALTER (DECEASED)ESTATE	
Agent:		
Mailing Address:	AMBER TEAL/MISTY STEARNS 5822 WOODMANCOTE DR HUMBLE, TX 77346-2652	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$44,900 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$3,280 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$48,180 (=)

Agricultural Value Loss: ⓘ	\$0 (-)
Homestead Cap Loss: ⓘ	\$0 (-)
Appraised Value:	\$48,180
Ag Use Value:	\$0
VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION. Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Owner: WILLIAMS WALTER (DECEASED)ESTATE %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01	NACOGDOCHES COUNTY	0.472200	\$48,180	\$48,180	\$227.51	
12	CITY OF NACOGDOCHES	0.518510	\$48,180	\$48,180	\$249.82	
36	NACOGDOCHES ISD	1.240700	\$48,180	\$48,180	\$597.77	
50	HOSPITAL DISTRICT	0.000000	\$48,180	\$48,180	\$0.00	

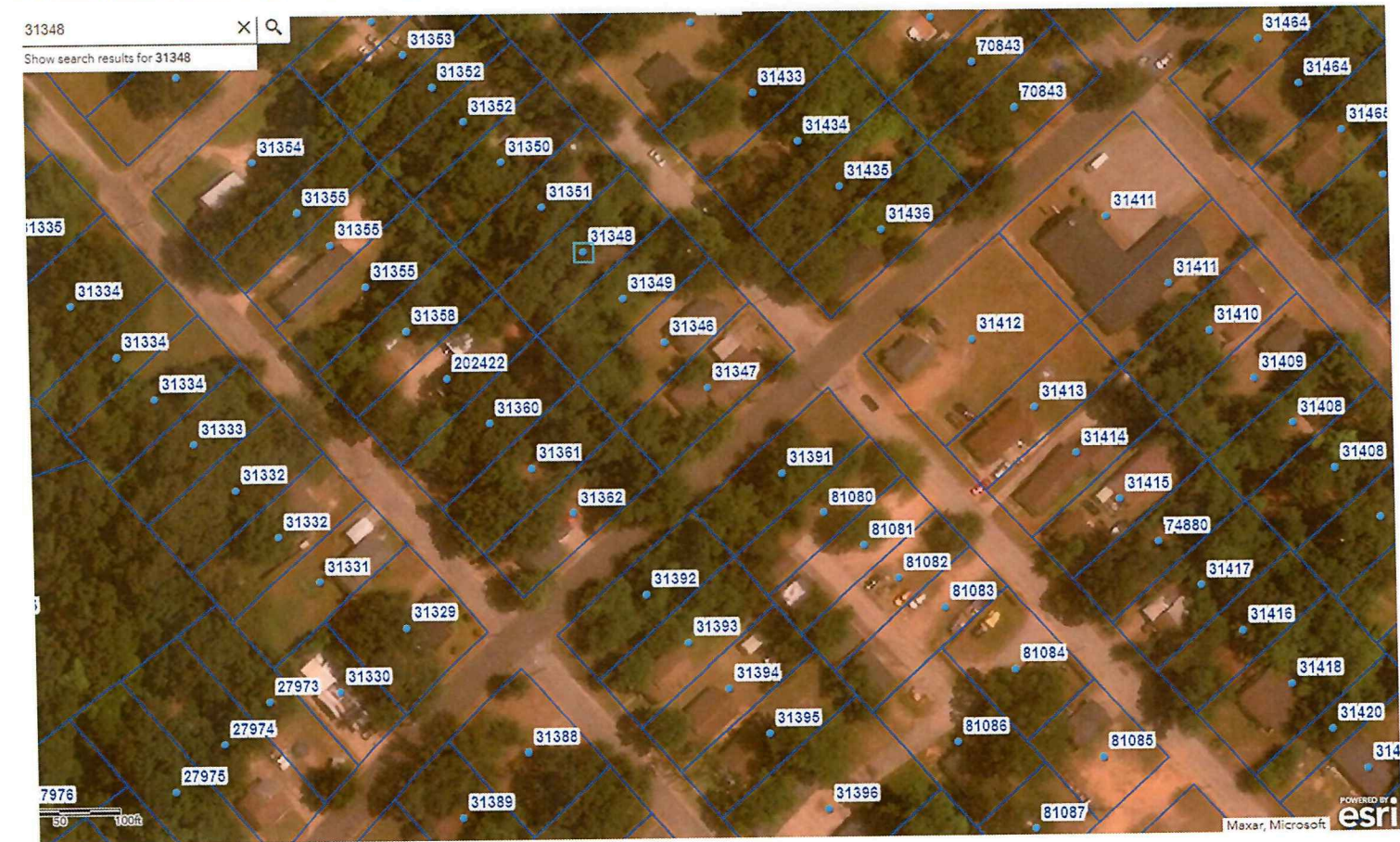
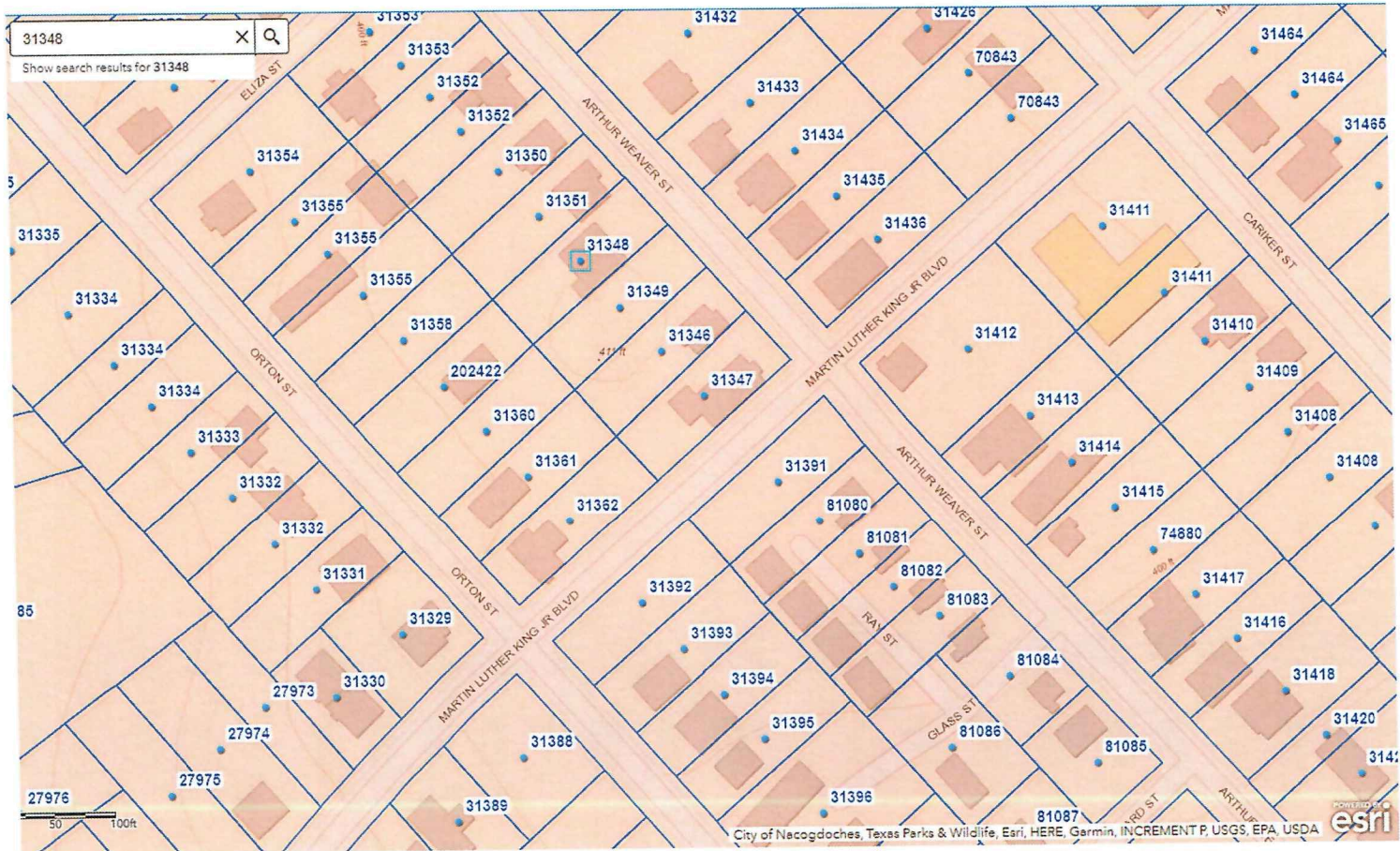
Total Tax Rate: 2.231410

Estimated Taxes With Exemptions: \$1,075.10

Estimated Taxes Without Exemptions: \$1,075.10

PID 31348 – 720 ARTHUR WEAVER ST.

VALUE \$45,260.00



SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of TEN THOUSAND TWO HUNDRED DOLLARS AND 00/ 100 (\$10,200.00) and other good and valuable consideration, in hand paid by PATRICK WILLIAMS, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239 CITY OF NACOGDOCHES vs. OWNER OF VARIOUS PROPERTIES LOCATED WITHIN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY, TEXAS., said property being described as follows:

BEING PART OF LOT 2 BLOCK 8 OF THE J.G. ORTON FIRST ADDITION SUBDIVISION, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED WITH VENDORS LIEN, RECORDED IN VOLUME 238, PAGE 169, ON INSTRUMENT FILED SEPTEMBER 10, 1953, IN NACOGDOCHES COUNTY, TEXAS, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 31348

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said PATRICK WILLIAMS, Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in "AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023

NACOGDOCHES COUNTY

BY: _____
NACOGDOCHES COUNTY JUDGE

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared NACOGDOCHES COUNTY JUDGE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

NACOGDOCHES INDEPENDENT SCHOOL DISTRICT

BY: _____
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared PRESIDENT, BOARD OF TRUSTEES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

GRANTEE:
PATRICK WILLIAMS

RETURN TO:
PERDUE, BRANDON, FIELDER, COLLINS AND MOTT, LLP
220 W. HOSPITAL ST., NACOGDOCHES, TX 75961



City Council Meeting

Date: July 18, 2023

Agenda Item: 5.K.

PRESENTER: Keith Kiplinger, Interim City Manager

ITEM/SUBJECT: Consider tax resale authorization for Lot 3A, Block 8 of the John G. Orton First Addition subdivision in the City of Nacogdoches described in warranty deed with vendors lien, recorded in Vol. 142, Page 388, on an instrument filed August 26, 1939 and referenced in Sheriffs Deed, recorded in Vol. 314, Page 87 on instrument filed May 28, 1963, also described in 101st Judicial District of Dallas County under case number 68168-E, with order and decree of sale rendered July 9, 1962, also referenced in transfer and assignment of lien from Grinnan Mortgage Company to Commercial Bank of Nacogdoches filed July 2, 1963, and referenced in Deed of Trust recorded in Vol. 88, Page 87, on an instrument recorded July 9, 1963 in Nacogdoches County, Texas under Parcel #31351. (City Manager)

SUMMARY/BACKGROUND: A bid was received from George Barham in the amount of \$3,000.00 for the property located in the Nacogdoches Independent School District being Lot 3A, Block 8, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 31351. This property is located at 718 Arthur Weaver Street, Nacogdoches, Texas.

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
936-559-2506

ATTACHMENTS: 1. Parcel #31351 - Bid Packet

EXHIBIT "A"

BID ANALYSIS

Cause #: C2338239

Previous Owner: Allie Ferguson Estate

Bid Amount: \$3,000.00

Bidders Name: George Barham

Parcel #31351

Date of Sale: 3/7/2023

Redemption Expires: 9/7/2023

PROPERTY DESCRIPTION

BEING LOT 3A OF BLOCK 8, OF THE RESUBDIVISION OF THE JOHN G. ORTON FIRST ADDITION, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED WITH VENDORS LIEN, RECORDED IN VOLUME 142 PAGE 388, ON INSTRUMENT RECORDED AUGUST 26, 1939 AND REFERENCED IN SHERIFFS DEED, RECORDED IN VOLUME 314, PAGE 87, ON INSTRUMENT FILED MAY 28, 1963, ALSO DESCRIBED IN 101ST JUDICIAL DISTRICT OF DALLAS COUNTY UNDER CASE NUMBER 68168-E, WITH ORDER & DECREE OF SALE RENDERED JULY 9TH, 1962, ALSO REFERENCED IN TRANSFER & ASSIGNMENT OF LIEN FROM GRINNAN MORTGAGE COMPANY TO COMMERCIAL NATIONAL BANK OF NACOGDOCHES FILED JULY 2, 1963, AND REFERENCED IN DEED OF TRUST RECORDED IN VOLUME 88 PAGE 87, ON INSTRUMENT RECORDED JULY 9, 1963, THAT FURTHER DESCRIBES THE TRANSFER OF PROPERTY, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 31351

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF NACOGDOCHES	2006-2022	\$4,776.92
NACOGDOCHES COUNTY	2006-2022	\$4,177.99
NACOGDOCHES ISD	2006-2022	\$9,753.79

TOTAL:\$18,708.70

COSTS

Court Costs:	\$453.00	(Payable to District Clerk)
Ad-Litem Fees:	\$250.00	(Payable to Ad Litem)
Publication Fee:	\$201.00	(Payable to Perdue Law Firm)
Title Research:	\$675.00	(Payable to Perdue Law Firm)
Recording Fee:	\$38.00	(Payable to Perdue Law Firm)
Postage:	\$51.36	(Payable to Perdue Law Firm)
Sheriff's Fees:	\$125.00	(Payable to the Nac Sheriff's Dept)

TOTAL: \$1,793.36

PROPOSED DISTRIBUTION

Bid Amount: \$3,000 Costs: \$1,793.36
Net to Distribute: \$1,206.64

ENTITY	AMOUNT TO DISBURSE
CITY OF NACOGDOCHES	\$313.72
NACOGDOCHES COUNTY	\$301.66
NACOGDOCHES ISD	\$591.26

TOTAL: \$1,206.64

Note: Bid amount not sufficient enough to cover taxes due.

Property Details

Account		
Property ID:	31351	Geographic ID: 18-437-5308-003010
Type:	Real	
Location		
Situs Address:	718 ARTHUR WEAVER ST NACOGDOCHES, TX	
Map ID:	53	Mapsco: N-20
Legal Description:	LT 3-A BK 8 J G ORTON (LUCAS ST)	
Abstract/Subdivision:	04/013 - J G ORTON FIRST ADDN	
Neighborhood:	SE	
Owner ID:	39667	
Name:	FERGUSON ALLIE K DAVIS	
Agent:		
Mailing Address:	C/O KAYE STEGALL 1018 E 64TH ST TULSA, OK 74136-2211	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$24,050 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$3,280 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$27,330 (=)

Agricultural Value Loss: ⓘ	\$0 (-)
Homestead Cap Loss: ⓘ	\$0 (-)
Appraised Value:	\$27,330
Ag Use Value:	\$0
VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION. Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Owner: FERGUSON ALLIE K DAVIS **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01	NACOGDOCHES COUNTY	0.472200	\$27,330	\$27,330	\$129.05	
12	CITY OF NACOGDOCHES	0.518510	\$27,330	\$27,330	\$141.71	
36	NACOGDOCHES ISD	1.240700	\$27,330	\$27,330	\$339.08	
50	HOSPITAL DISTRICT	0.000000	\$27,330	\$27,330	\$0.00	

Total Tax Rate: 2.231410

Estimated Taxes With Exemptions: \$609.84

Estimated Taxes Without Exemptions: \$609.84

VALUE \$23,270.00



SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of THREE THOUSAND DOLLARS AND 00/ 100 (\$3,000.00) and other good and valuable consideration, in hand paid by GEORGE BARHAM IV, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239 CITY OF NACOGDOCHES vs. OWNER OF VARIOUS PROPERTIES LOCATED WITHIN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY, TEXAS., said property being described as follows:

BEING LOT 3A OF BLOCK 8, OF THE RESUBDIVISION OF THE JOHN G. ORTON FIRST ADDITION , IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED WITH VENDORS LIEN, RECORDED IN VOLUME 142 PAGE 388, ON INSTRUMENT RECORDED AUGUST 26, 1939 AND REFERENCED IN SHERIFFS DEED, RECORD IN VOLUME 314, PAGE 87, ON INSTRUMENT FILED MAY 28, 1963, ALSO DESCRIBED IN 101ST JUDICIAL DISTRICT OF DALLAS COUNTY UNDER CASE # 68168-E WITH JUDGMENT & DECREE OF SALE RENDERED JULY 9TH, 1962, ALSO REFERENCED IN TRANSFER & ASSIGNMENT OF LIEN FROM GRINNAN MORTGAGE COMPANY TO COMMERCIAL NATIONAL BANK OF NACOGDOCHES FILED JULY 2, 1963, AND REFERENCED IN DEED OF TRUST RECORDED IN VOLUME 88 PAGE 87, ON INSTRUMENT RECORDED JULY 9, 1963, THAT FURTHER DESCRIBES THE TRANSFER OF PROPERTY, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 31351

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said GEORGE BARHAM IV, Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this ____ day of _____ 2023

NACOGDOCHES COUNTY

BY: _____
NACOGDOCHES COUNTY JUDGE

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ NACOGDOCHES COUNTY JUDGE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

NACOGDOCHES INDEPENDENT SCHOOL DISTRICT

BY: _____
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ PRESIDENT, BOARD OF TRUSTEES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

GRANTEE' S MAILING ADDRESS:
GEORGE BARHAM, IV
924 N. UNIVERSITY DR., NACOGDOCHES, TX 75961

RETURN TO:
PERDUE, BRANDON, FIELDER, COLLINS AND MOTT, LLP
220 W. HOSPITAL ST., NACOGDOCHES, TX 75961



City Council Meeting

Date: July 18, 2023

Agenda Item: 5.L.

PRESENTER: Keith Kiplinger, Interim City Manager

ITEM/SUBJECT: Consider tax resale authorization for Lot 2, Block 48 of the Stone Subdivision, in the City of Nacogdoches described in a gift deed, recorded in Vol. 890, Page 528, on an instrument filed August 5, 1994, in Nacogdoches County, Texas under Parcel #32747. (City Manager)

SUMMARY/BACKGROUND: A bid was received from George Barham in the amount of \$6,000.00 for the property located in the Nacogdoches Independent School District being Lot 2, Block 48, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 32747. This property is located at 827 Richmond Street, Nacogdoches, Texas.

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, City Manager
kiplingerk@nactx.us
936-559-2501

ATTACHMENTS: 1. Parcel #32747 - Bid Packet

EXHIBIT "A"

BID ANALYSIS

Cause #: C2337446

Previous Owner: Judith Owens Pierson

Bid Amount: \$6,000.00

Bidders Name: George Barham

Parcel #32747

Date of Sale: 9/6/2022

Redemption Expires:

PROPERTY DESCRIPTION

BEING LOT 2 BLOCK 48 OF STONE SUBDIVISION, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN GIFT DEED, RECORD IN VOLUME 890, PAGE 528, ON INSTRUMENT FILED AUGUST 5, 1994, IN NACOGDOCHES COUNTY, TEXAS, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 32747

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF NACOGDOCHES	2014-2021	\$2,642.39
NACOGDOCHES COUNTY	2014-2021	\$2,525.03
NACOGDOCHES ISD	2014-2021	\$5,822.81

TOTAL:\$10,990.23

COSTS

Court Costs:	\$553.00	(Payable to District Clerk)
Ad-Litem Fees:	\$250.00	(Payable to Ad Litem)
Publication Fee:	\$350.00	(Payable to Perdue Law Firm)
Title Research:	\$400.00	(Payable to Perdue Law Firm)
Recording Fee:	\$38.00	(Payable to Perdue Law Firm)
Postage:	\$1.20	(Payable to Perdue Law Firm)
Sheriff's Fees:	\$225.00	(Payable to the Nac Sheriff's Dept)

TOTAL: \$1,817.20

PROPOSED DISTRIBUTION

Bid Amount:	\$6,000.00	Costs: \$1,817.20
Net to Distribute:	\$4,182.80	

ENTITY	AMOUNT TO DISBURSE
CITY OF NACOGDOCHES	\$1,087.52
NACOGDOCHES COUNTY	\$1,045.70
NACOGDOCHES ISD	\$2,049.58

TOTAL: \$4,182.80

Note: Bid amount not sufficient enough to cover all taxes due.

Property Details

Account		
Property ID:	32747	Geographic ID: 18-561-4800-002000
Type:	Real	
Location		
Situs Address:	827 RICHMOND ST NACOGDOCHES, TX	
Map ID:	48	Mapsco: N-13
Legal Description:	LT 2 STONE	
Abstract/Subdivision:	123/498 - STONE	
Neighborhood:		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE/ TAX SALE	
Agent:		
Mailing Address:	STRUCK OFF PROPERTY ,	
% Ownership:	100.0%	
Exemptions:	EX - Exempt For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$8,970 (+)
Land Homesite Value:	\$9,940 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$18,910 (=)
Agricultural Value Loss:?	\$0 (-)

Homestead Cap Loss: ⓘ	\$0 (-)
Appraised Value:	\$18,910
Ag Use Value:	\$0
VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION. Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Owner: NACOGDOCHES ISD TRUSTEE/ TAX SALE %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01	NACOGDOCHES COUNTY	0.472200	\$18,910	\$0	\$0.00	
12	CITY OF NACOGDOCHES	0.518510	\$18,910	\$0	\$0.00	
36	NACOGDOCHES ISD	1.240700	\$18,910	\$0	\$0.00	
50	HOSPITAL DISTRICT	0.000000	\$18,910	\$0	\$0.00	

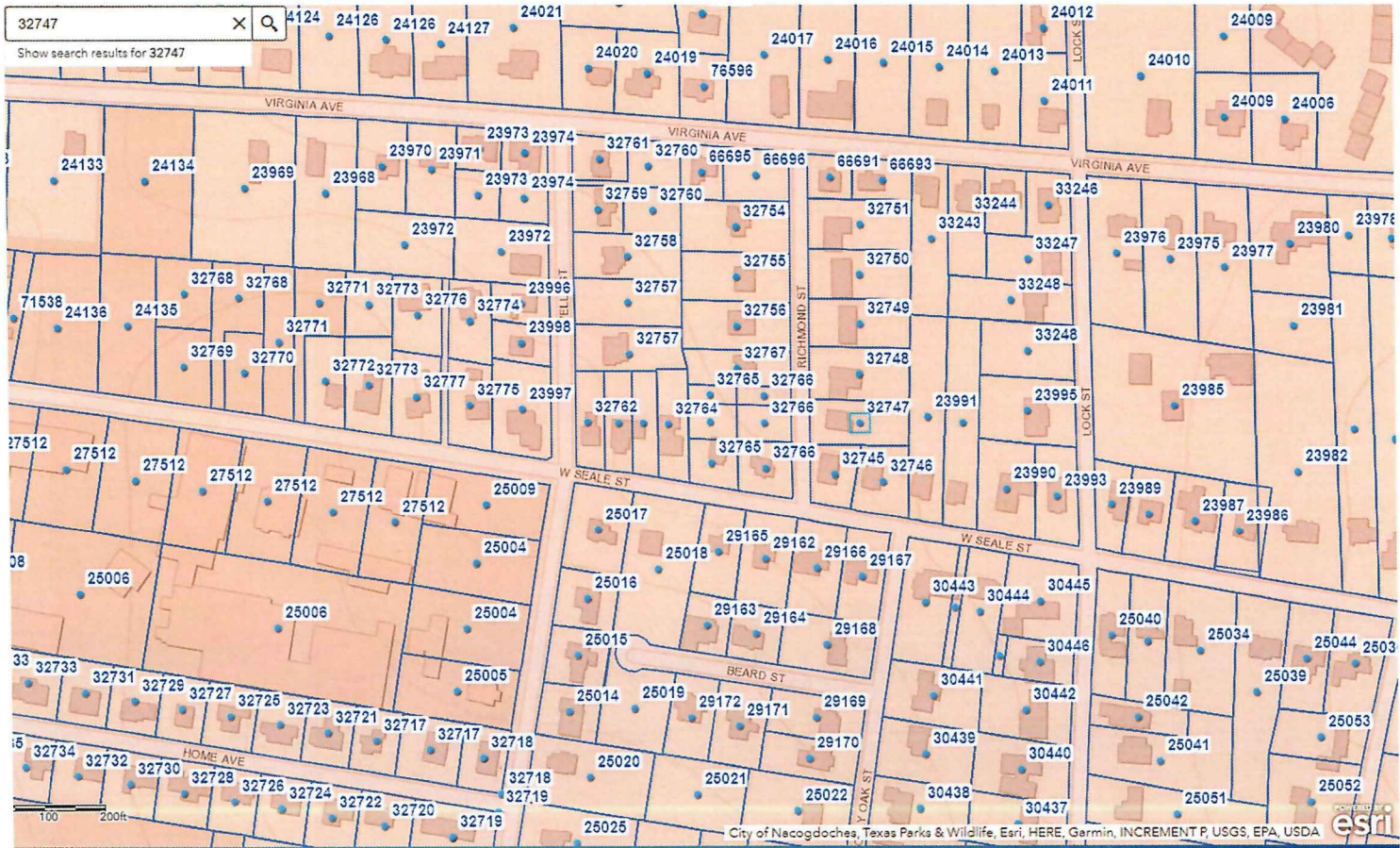
Total Tax Rate: 2.231410

Estimated Taxes With Exemptions: \$0.00

Estimated Taxes Without Exemptions: \$421.96

PID 32747 - 827 RICHMOND ST.

VALUE \$14,780.00



SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

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KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of SIX THOUSAND DOLLARS AND 00/ 100 (\$6,000.00) and other good and valuable consideration, in hand paid by GEORGE BARHAM, IV, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2237446 NACOGDOCHES COUNTY, ET AL vs. JUDITH ANN OWENS PIERSON AKA JUDY PIERSON, ET AL., said property being described as follows:

BEING LOT 2 BLOCK 48 OF STONE SUBDIVISION, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN GIFT DEED, RECORD IN VOLUME 890, PAGE 528, ON INSTRUMENT FILED AUGUST 5, 1994, IN NACOGDOCHES COUNTY, TEXAS, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 32747

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said GEORGE BARHAM, IV, Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023

NACOGDOCHES COUNTY

BY: _____
NACOGDOCHES COUNTY JUDGE

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ NACOGDOCHES COUNTY JUDGE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

NACOGDOCHES INDEPENDENT SCHOOL DISTRICT

BY: _____
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ PRESIDENT, BOARD OF TRUSTEES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2023.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

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

NOTARY PUBLIC

GRANTEE' S MAILING ADDRESS:
GEORGE BARHAM, IV
924 N. UNIVERSITY DR., NACOGDOCHES, TX 75961

RETURN TO:
PERDUE, BRANDON, FIELDER, COLLINS AND MOTT, LLP
220 W. HOSPITAL ST., NACOGDOCHES, TX 75961

PRESENTER: Jeff Summers, Cadence Insurance

ITEM/SUBJECT: Discuss and consider approval of the City's partially self-insured health plan and authorize the City Manager to execute any and all renewals/contracts necessary for the 2023/2024 fiscal year. (Human Resources Director and Cadence Insurance)

SUMMARY/BACKGROUND: Cadence insurance will review the health plan claims history for this year and will make recommendations and answer any questions regarding the recommendations. The City of Nacogdoches offers Health and Dental Insurance for Employees and Dependents. The employee-only base health insurance plan and the employee-only dental plan is free of charge to employees. The Health Insurance policy is a partially self-insured plan and the Dental Insurance policy is a self-insured plan. Blue Cross Blue Shield is the administrator and insurance company for both Health and Dental Insurance. The rates the employees pay for their Health Insurance have remained the same for the past 5 years. The City of Nacogdoches offers additional ancillary coverage to the employees and dependents. Ancillary coverages included are Employer Paid Life and Long Term Disability Insurance. Voluntary Life, Vision, Accident, Critical Illness and Hospital Indemnity Insurance for employees and dependents. All of these coverages are fully insured.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

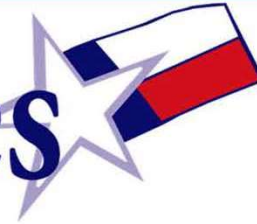
CITY CONTACT: Bonita Hall, Director of Human Resources
hall@nactx.us
936-559-2565

ATTACHMENTS: 1. PowerPoint Presentation

EMPLOYEE BENEFITS RENEWAL

2023-2024

Nacogdoches
the oldest town in Texas



BACKGROUND

- Cadence Insurance – Who We Are
- The City of Nacogdoches offers Health and Dental Insurance for Employees and Dependents. The employee only base health insurance plan and the employee only dental plan is free of charge to employees.
- The Health Insurance policy is a partially self-insured plan and the Dental Insurance policy is a self-insured plan. Blue Cross Blue Shield is the administrator and insurance company for both Health and Dental Insurance.
- The rates the employees pay for their Health Insurance have remained the same for the past 5 years.
- The City of Nacogdoches offers additional ancillary coverage to the employees and dependents.
- Ancillary coverages included are Employer Paid Life and Long Term Disability Insurance. Voluntary Life, Vision, Accident, Critical Illness and Hospital Indemnity Insurance for employees and dependents. All of these coverages are fully insured.

HEALTH INSURANCE / CLAIMS EXPERIENCE

	June '21 – May '22	June '22 – May '23	Trend
Gross Medical Claims Paid¹	\$3,234,875	\$1,114,271	-290.3%
Net Medical Claims Paid²	\$1,961,573	\$1,114,271	-56.8%
Pharmacy Claims Paid	\$797,409	\$850,521	+6.7%
Admin & Reinsurance Cost³	\$719,691	\$684,750	-4.9%
Total Cost	\$3,478,673	\$2,649,542	-131.3%

¹ Medical Claims paid before stop loss reimbursement

² Medical Claims paid after stop loss reimbursement

³ Includes Admin & Wellness Credit

HEALTH INSURANCE / HIGH COST CLAIMANTS HISTORY

<u>Paid Band</u>	<u>June '21 – May '22</u>	<u>June '22– May '23</u>
\$50,001 - \$75,000	7	2
\$75,001 - \$100,000	3	4
\$100,001 - \$150,000	1	0
\$150,001 - \$200,000	1	0
\$200,001 - \$250,000	0	0
\$250,001 - \$500,000	1	0
\$500,001 +	2	0
Summary \$50,001 or greater	15	6

HEALTH INSURANCE / FUND BALANCE HISTORY

October 1, 2013	\$1,230,660
October 1, 2014	\$1,135,543
October 1, 2015	\$770,358
October 1, 2016	\$414,840
October 1, 2017	\$1,055,437
October 1, 2018	\$1,558,280
October 1, 2019	\$1,488,969
October 1, 2021	\$1,953,688
October 1, 2022	\$1,594,441
July 1, 2023	\$2,462,896

ESTIMATED ANNUAL FUNDING



ESTIMATED ANNUAL FUNDING 2022/2023 PLAN YEAR

Contributions from the City and Employees*	\$3,309,672
Expected cost for the 2023 / 2024 plan year	\$3,224,162
Maximum cost for the 2023 / 2024 plan year	\$3,736,102
Actual Cost for the past 12 months	\$2,649,542

*Contributions from City based on 324 budgeted employees (\$2,818,800)
Contributions from employees based on actual enrollments (\$490,872)

ESTIMATED ANNUAL FUNDING 2023/2024 PLAN YEAR

Contributions from the City and Employees*	\$3,245,156
Expected cost for the 2023 / 2024 plan year	\$3,118,717
Maximum cost for the 2023 / 2024 plan year	\$3,591,641

* Contributions from the City based on 324 budgeted employees. (\$2,818,800)
Contributions from employees based on current enrollments. (\$426,356)

CURRENT / RECOMMENDED FUNDING RATES

10/1/2022 Current Funding Rates

Base Plan			
	<u>Employer</u>	<u>Employee</u>	<u>Total</u>
Employee Only	\$725.00	\$0.00	\$725.00
Employee + Spouse	\$725.00	\$497.05	\$1,222.05
Employee + Child(ren)	\$725.00	\$454.38	\$1,179.38
Employee + Family	\$725.00	\$867.08	\$1,592.08

Buy-Up Plan			
	<u>Employer</u>	<u>Employee</u>	<u>Total</u>
Employee Only	\$725.00	\$68.20	\$793.20
Employee + Spouse	\$725.00	\$650.69	\$1,375.69
Employee + Child(ren)	\$725.00	\$599.25	\$1,324.75
Employee + Family	\$725.00	\$1,092.35	\$1,817.35

10/1/2023 Recommended Funding Rates

Base Plan			
	<u>Employer</u>	<u>Employee</u>	<u>Total</u>
Employee Only	\$725.00	\$0.00	\$725.00
Employee + Spouse	\$725.00	\$447.05	\$1,172.05
Employee + Child(ren)	\$725.00	\$379.38	\$1,104.38
Employee + Family	\$725.00	\$767.08	\$1,492.08

Buy-Up Plan			
	<u>Employer</u>	<u>Employee</u>	<u>Total</u>
Employee Only	\$725.00	\$68.20	\$793.20
Employee + Spouse	\$725.00	\$650.69	\$1,375.69
Employee + Child(ren)	\$725.00	\$599.25	\$1,324.25
Employee + Family	\$725.00	\$1,092.35	\$1,817.35

HEALTH INSURANCE / PLAN DESIGN

<u>In-Network Benefits</u>	<u>Current/Proposed Base Plan</u>	<u>Current/Proposed Buy Up Plan</u>
Deductible (Individual / Family)	\$3,000 / \$6,000	\$1,500 / \$3,000
Co-Insurance	70 / 30 %	80 / 20 %
Out of Pocket Maximum	\$8,500 / \$17,000	\$7,750 / \$15,500
Primary Care Office Visit Copay	\$45.00	\$45.00
Specialist Office Visit Copay	\$65.00	\$65.00
Virtual Visit MDLive	100%	100%
Preventative Services	100%	100%
Routine Lab / X-Ray	100%	100%
Emergency Room Copay	\$500.00	\$500.00
Urgent Care Copay	\$75.00	\$65.00
Prescription Copay	\$20 / \$60 / \$85 / 20% to \$600 monthly maximum	\$20 / \$60 / \$85 / 20% to \$600 monthly maximum

RECOMMENDED FUNDING RATES / DENTAL

<u>Coverage Tier</u>	<u>City of Nacogdoches</u>	<u>Employee</u>	<u>Total</u>
Employee Only	\$30.00	\$0.00	\$30.00
Employee + Spouse	\$30.00	\$30.97	\$60.97
Employee + Child(ren)	\$30.00	\$40.80	\$70.80
Employee + Family	\$30.00	\$82.02	\$112.02

ESTIMATED ANNUAL

	Current Plan	Proposed Plan
Estimated contributions from the City of Nacogdoches ¹	\$116,640	\$116,640
Estimated contributions from the employees ²	\$55,495	\$55,495
Estimated contributions from the City and employees	\$172,135	\$172,135
Estimated Fixed cost and projected claims 2022 / 2023	\$132,556	\$138,373

*Recommend no change to the funding rates

¹ Contributions from City based on 324 budgeted employees

² Contributions from employees based on current enrollments

DENTAL / PLAN DESIGN

Current/ Proposed

Deductible (Individual / Family)	\$50 / \$150
Preventive Care	100%
Basic Services	80%
Major Services	50%
Orthodontia	50%
Max Benefit Per Person Annually	\$1,500
Orthodontia Lifetime Max Benefit Per Person	\$1,500

Benefit Waiting Period:

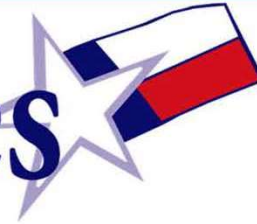
Preventive	None
Basic	None
Major	None
Orthodontia	None

SUMMARY

	<u>Rate Adjustments</u>	<u>Comments</u>
Medical Insurance	0% for employees \$50 Monthly Reduction for Spouse Coverage (Base Plan) \$75 Monthly Reduction for Child(ren) Coverage (Base Plan) \$100 Monthly Reduction for Family Coverage (Base Plan)	No changes to plan design
Dental Insurance	0%	No changes to plan design
Employer Paid Life Insurance (\$20,000)	0%	Increasing from \$20,000 to \$50,000 per employee; annual increase of \$13,308
Employer Paid Long Term Disability	0%	No changes to plan design
Voluntary Term Life Insurance	0%	No changes to plan design
Voluntary Vision	0%	No changes to plan design; expanding network to Insight Network
Voluntary Accident, Critical Illness, Hospital Indemnity & Short Term Disability	Rates vary based on coverage selected	Recommend changing from AFLAC to Lincoln Financial

Questions?

Nacogdoches
the oldest town in Texas



PRESENTER: Kevin Meyer, Public Information Officer

ITEM/SUBJECT: Receive a report from the Nacogdoches Communication Task Force. (Public Information Officer)

SUMMARY/BACKGROUND: The City of Nacogdoches Communications Task Force was appointed and created on September 21, 2021 by the Nacogdoches City Council to review and evaluate the current communication efforts of the City and provide recommendations to City Council for implementation, if necessary. Ten members of the community were appointed and asked to determine existing communications structure/efforts, gather input from key communities, review and assess findings, deliver conclusions and recommendations. There have been 16 meetings to date as well as individual interviews conducted with community communication partners.

The Communication Task Force has written and submitted their Communication Task Force Recommendations to the Nacogdoches City Council for review and discussion. Their recommendations cover NacWise system usage and frequency, improvements to the City's emergency communication efforts during emergency situations, media outlets or partnership connections, promotion of NacWise and Nac311, internal City communications and process, media channels, and a conclusion and final recommendations. Each section includes a summary of the findings and research as well as the recommendations.

Task Force Chair Graham Garner will deliver this presentation.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment

CITY CONTACT: Kevin Meyer, Public Information Officer
meyerk@nactx.us
936-559-2937

ATTACHMENTS: 1. Communications Task Force Report
2. PowerPoint Presentation



City of Nacogdoches: Communications Task Force

City Council Report- July 18th 2023

Main Authors: Chris Hancock and Alex Ranc

Original Community Task Force Members:

Graham Garner
Alex Ranc
G.W. Neal
James Montoya
Evelyn Hernandez- Saucedo
Roy Reyes*
Natalie Ruckel*
Kyle Childress
Chris Hancock
Brad Maule*

*Inactive members

Overview

The City of Nacogdoches Communications Task Force was appointed and created on September 21, 2021 to review and evaluate the current communication efforts of the City and provide recommendations for the City Council to implement change, if necessary.

Task Force Responsibilities and Guiding Principles

1. Represent the community to enhance the City's communication efforts.
2. Review existing communication efforts and identify areas for improvement.
3. Conduct research on communication efforts that include scope, cost, responsibility of effort.
4. Provide guidance and prioritization because of the Task Force's expertise.
5. Deliver conclusions and recommendations.

Charge of the Taskforce

1. Determine Existing Communications Structure/Efforts
2. Gather Input from Key Communities
3. Review and Assess Findings
4. Deliver Conclusions and Recommendations

Disclaimer: The Communications Task Force understands that what is stated below are just merely recommendations for action and that each one should be vetted in an ongoing collaboration among the Communications Department i.e. the City PIO and City Council.

Findings/Research & Recommendations

I. NacWise System Usage & Frequency

A. Findings/Research

1. Discussed how often this system should be used and what level of communication is acceptable/preferred.
2. Some people will prefer communication over every single event, even if the event does not affect them directly or their immediate part of town while some will not want that level of notification and may unsubscribe from the system.
3. Determining how often and what event should constitute a NacWise Alert proved to be a daunting task.

B. Recommendations

1. This Task Force recommends that an immediate City-wide NacWise Alert be issued when:
 - a) ANY natural or man-caused disaster is forecasted to impact our area i.e. hurricanes, tornadoes, flash flooding from extreme creek flooding, snowstorms, extreme heatwave, chemical spill, wildfire or any other severe natural or man-caused disaster.
 - b) The National Weather Service issues a warning of life-threatening weather activity specifically affecting the City.
 - c) TXDOT thoroughfares or multiple neighborhoods are affected by downed power lines, downed trees, inoperable traffic lights or street closures.
2. This Task Force recommends that a *City-wide notification should be sent out at least 1-2 days (or more depending on the size and scope of event) prior to any “Pre-Planned Events” like road closures for paving or water line replacement, pre-planned water line/ powerline repairs or road closures for events downtown

like Blueberry Festival, Wine Swirl, etc. in order for the citizens of Nacogdoches to be aware and prepare to make alternative route plans. The PIO can make the final decision about how far in advance to send out messaging to the residents.

- a) *If the street is a main TXDot thoroughfare that impacts a vast majority of residents.
 - b) If not, a geo-fenced message & a Nextdoor post for neighborhood streets/areas that would be impacted from the PIO would be appropriate.
3. Note: We recognize this will likely be an on-going discussion between the Public Information Officer, other members of the Communication Department and the City Council. We also know that these recommendations will likely need to be re-examined annually to determine effectiveness and to see if any changes need to be made to the usage and frequency.
- a) Use of a city-wide survey would be required to gauge this and data collected in order to help the PIO make those choices.

II. Improvements to the City's Emergency Communication Efforts During Emergency Situations

A. Findings/Research

1. The Director of Public Works presented the Task Force with commonly encountered emergency scenarios and encouraged evaluation of how best to communicate with or notify residents in each case.
2. Received presentations from department heads and key members of City staff, discussed their role in communications during emergency situations and had each evaluate internal and interdepartmental communications during emergencies and non-emergencies.
3. Determined that much has been learned and acted upon since the COVID pandemic and recent severe winter storms. There is still room for improvement, however, regarding staff leadership's appreciation for prioritizing clear and timely communication to City residents during an emergency.

B. Recommendations

1. Have the City Public Information Officer edit and update the Communications Plan for the City of Nacogdoches, last updated for 2020-2022. This will help ensure everyone in the City is on the same page.
2. Have the PIO and Communications Department create a marketing plan to help residents plan for emergency situations & take preventative measures around their homes/businesses.
 - a) I.E. home prep for hurricane season, winter storms, etc.
3. Recommended to the Director of Public Works and re-emphasize here the use of yard signs, door hangers and related tools to communicate to specific neighborhoods localized emergencies such as boil water notices, rescinding of such notices and the equal importance of communicating the issuance and cancellation of such emergency notices.
 - a) We were provided examples of yard signs at a previous meeting in 2022 and approved them.
4. The PIO should be an immediate point of contact for ALL emergency situations, regardless of the hour, in order for communication to residents to be prioritized.

III. Additional Media Outlets or Partnership Connections

A. Findings/Research

1. The Task Force was provided current contact information for community partners throughout Nacogdoches. Interviews and evaluations were conducted to determine ways to improve communication between the City and each partner during emergency and non-emergency situations.
2. While communication between the City and the County was evaluated as generally good, both law enforcement and communications representatives from Nacogdoches County expressed concerns with poor radio signal in some areas of the City, the lack of a neutral dispatch system between the county/city/SFA, lack of clarity of who is the ultimate emergency communication designee at SFA and the fact that the planned Emergency Operations Center has not been prioritized and completed by the City or the County.

B. Recommendations

1. Appoint a team of representatives from county, city, school districts and SFA law enforcement and communications/ emergency personnel to investigate and improve understanding and interaction among these entities regarding emergency and non-emergency communication. Recent catastrophic events in Texas such as the May 2022 Uvalde school shooting, the multi-agency response to them and the chaotic communications failures related to them make clear the urgency in resolving ANY curable issue that could contribute to a similar situation in our City.
2. Utilize the current EOC for Emergency Preparedness training, meetings or other related activities so that the building is being used more frequently.
3. Create a policy or plan for more centralized in-town EOC when travel to the current EOC is inaccessible due to weather i.e. an ice or snowstorm.

IV. Promotion of NacWise & Nac311

A. Findings/Research

1. The integration of NacWise into the community is vital to ensure that the public is made aware of emergencies or even minor inconveniences that may disrupt their commute to work or everyday lives.
2. Nac311 is an under-utilized application that, if used more by citizens of Nacogdoches, would result in faster response and more efficient prioritizing of maintenance needs or unsafe conditions.
3. The Public Information Officer has advised the Task Force that he is in the beginning stages of developing marketing plans and materials for both of these tools.

B. Recommendations

1. We recommend that the PIO continues to develop a marketing plan to engage residents in these communication tools and educate them on how best to sign up for alerts & use the app.

2. Recommendations for marketing the alerts and app would include signage on city vehicles (garbage trucks), inserts in water billing and regular messaging via all City channels.
3. Updating the current NacWise landing page making it a seamless sign-up process.

V. Internal City Communications & Processes

A. Findings/Research

1. During interviews with City staff, the Task Force asked specific questions to each of the members concerning effectiveness of communication within the City departments.

B. Recommendations

1. Based on the interviews, internal communication is relatively effective so continue to keep lines of communication open, accurate and timely.
2. Make sure the PIO is first in line to receive any notification of emergencies, natural or otherwise, that occur within the City.

VI. City Of Nac Media Channels (I.E. Youtube, Channel 21, Social Media, Nextdoor, Etc.)

A. Findings/Research

1. Youtube and Channel 21 are under-utilized communication channels that can be very good resources for residents.
2. The various Social media platforms provide a quick and effective outlet for City staff mainly the PIO to keep the residents as well as visitors to our town updated and in the know with critical emergency notifications or the typical everyday posts.

B. Recommendations

1. It is the recommendation of the Task Force that staff leadership and Council allow adequate time for the PIO to implement planned marketing and social media initiatives, including new programming for these channels to revitalize their role as information centers. These are updates that will require time and resources.

2. The Task Force recommends utilizing Youtube and Channel 21 for short videos like Meet the City Staff or How to Vote. It is a great tool for marketing our town and collaborating with the CVB may be a great option as well.

3. Other recommendations:

- a) We recommend creating How-To videos on subjects such as how to sign up for NacWise Alerts and how to use the Nac311 app to make requests. This would work on Channel 21 and Youtube as well.
- b) Live stream workshops/meetings/seminars about safety, elections, or anything else pertinent to the citizens on Youtube & Social media.
- c) Take a look at Twitter to see if it still remains a viable way to send messaging to residents and if the PIO should focus on other platforms that have more interactions or followers already.
- d) Utilizing “influencers” or well-known faces around town that people recognize and trust on the platforms. For example, using local leaders to make How-To videos for Nac311 or encourage people to vote or even winter/excessive heat weather prep!

Other Areas of Focus

1. Instrumental in the creation and refresh/update of the new City of Nac website
 - a. Gave recommendations for design, color, layout, and the landing page feature.

Conclusion & Final Recommendations

1. The Communications Task Force concludes and acknowledges that many of these recommendations will require additional funds to accomplish. We encourage the City PIO to request the necessary funds to complete these tasks during the City budgeting process so that they are well equipped to meet these recommendations and move forward with their ongoing marketing & communications plans.
2. This Task Force has also concluded that the City Public Information Officer should continue to be one of the first individuals contacted when emergencies or disasters occur. After reviewing the Incident Command Structure hierarchy provided to us, it is noted that the PIO is at the top right

below the Incident Commanders. *(It is also noted that this structure is for Incidents only. The PIO's position in the hierarchy changes back to normal for day to day communication.)*

- a. We wanted to reiterate & stress the importance of the PIO's job during emergencies or when disasters strike. In order to do their job effectively, they should be notified immediately by incident commanders and as the emergency management structure of the city indicates. This can help save time, money, and even lives.
3. It is further recommended that the City Council, City leadership and all involved make communication a higher priority. It is easy to become so focused on the task we are doing or the problem we are solving that we lose sight of the need to let others know what we are doing, that we care what they have to say, and that they are heard. Better and more timely communication can solve many ills and help the City of Nac and its residents in the long run.



Communications Task Force Report

City of Nacogdoches
July 18, 2023

Overview

Task Force Responsibilities and Guiding Principles

- Represent the community to enhance the City's communication efforts.
- Review existing communication efforts and identify areas for improvement.
- Conduct research on communication efforts that include scope, cost, responsibility of effort.
- Provide guidance and prioritization because of the Task Force's expertise.
- Deliver conclusions and recommendations.

Charge of the Taskforce

- Determine Existing Communications Structure/Efforts
- Gather Input from Key Communities
- Review and Assess Findings
- Deliver Conclusions and Recommendations

Task Force Members

- Graham Garner
- Alex Ranc (co-author)
- Chris Hancock (co-author)
- G.W. Neal
- James Montoya
- Evelyn Saucedo
- Kyle Childress
- Brad Maule*
- Roy Reyes*
- Natalie Ruckel*

* - denotes inactive member

Staff Liaisons

- Jessica Sowell (Asst. Community Services Director)
- Kevin Meyer (City PIO)

Task Force Recommendations

The Communication Tasks Force Report includes findings/research and recommendations for each of the following categories:

- I. NacWise System Usage & Frequency
- II. Improvements to the City's Communications During Emergency Situations
- III. Additional Media Outlet or Partnership Connections
- IV. Promotion of NacWise and Nac311
- V. Internal City Communications & Processes
- VI. City of Nac Media Channels

Conclusion & Final Recommendations

1. The Communications Task Force concludes and acknowledges that many of these recommendations will require additional funds to accomplish. We encourage the City PIO to request the necessary funds to complete these tasks during the City budgeting process so that they are well equipped to meet these recommendations and move forward with their ongoing marketing & communications plans.
1. This Task Force has also concluded that the City Public Information Officer should continue to be one of the first individuals contacted when emergencies or disasters occur. After reviewing the Incident Command Structure hierarchy provided to us, it is noted that the PIO is at the top right below the Incident Commanders. *(It is also noted that this structure is for Incidents only. The PIO's position in the hierarchy changes back to normal for day to day communication.)*
1. It is further recommended that the City Council, City leadership and all involved make communication a higher priority. It is easy to become so focused on the task we are doing or the problem we are solving that we lose sight of the need to let others know what we are doing, that we care what they have to say, and that they are heard. Better and more timely communication can solve many ills and help the City of Nac and its residents in the long run.



City Council Meeting

Date: July 18, 2023

Agenda Item: 6.C.

PRESENTER: Wayne Mitchell, Chamber President/CEO

ITEM/SUBJECT: Receive a presentation and hold a discussion with the Chamber of Commerce regarding I-69, economic development and infrastructure. (Chamber of Commerce President/CEO Wayne Mitchell)

SUMMARY/BACKGROUND: The Nacogdoches Chamber of Commerce President/CEO Wayne Mitchell will be discussing concerns from community leaders regarding potential challenges facing Nacogdoches. He will discuss a three-prong approach to addressing issues such as I-69, economic development and infrastructure.

Many community leaders are adamant that we have a united front in order to move forward and if we work together we will have the opportunity to determine what Nacogdoches looks like in the future.

FINANCIAL:

No financial impact associated with this item

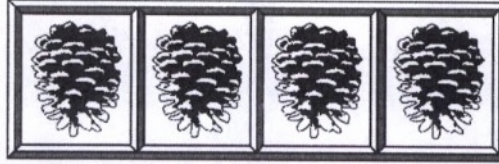
COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

I-69 Development, Community Engagement/Diverse Environment, Infrastructure and Economic Development

CITY CONTACT: Randy Johnson, Mayor
johnsonre@nactx.us
936-559-2506

ATTACHMENTS: 1. Path Forward Memo

NACOGDOCHES COUNTY



CHAMBER OF COMMERCE

Path Forward...

Several community leaders recently shared their concerns about several potential challenges facing Nacogdoches. They included the lack of preparation on I-69; the transition of Stephen F. Austin State University to the University of Texas System; and the necessity for infrastructure investment in Nacogdoches.

I would respectfully suggest that we (the community) consider taking a three-prong approach to addressing these issues. They include establishing private/public partnership to do the following:

TASK FORCE ONE- I-69 Advocacy Group:

Establish an I-69 task force to communicate our needs and concerns with TxDot.

- This group would consist of municipal officials; opinion leaders and power brokers; NEDCO and Chamber representatives and citizens interested in serving in this role
 - ❖ The primary objectives of this group would include:
 - Develop a position statement including goals and objectives
 - Develop a strategy and time table to communicate these objectives with TxDot officials, Texas state legislators and our congressional delegation
 - To meet regularly with TxDot officials to monitor discussions and development
 - To provide all community stakeholders with regular updates on the project

- To advocate for additional exits to support future economic development
- To pursue the location for a “visitors center” to be in Nacogdoches County
- To ensure that the costs of constructing the service roads and utility relocation is funded by the state and/or federal government and not become the responsibility of Nacogdoches taxpayers

TASK FORCE TWO- Economic Development Support Group:

Establish an Economic Development task force to pursue a strategy to site, finance and construct a multi-purpose business park that would be able to accommodate light industrial development, business parks and distribution centers.

The additional role would be to monitor the transition of SFA under the UT System to ensure that Nacogdoches businesses understand the procurement system and are able to compete for business from SFA/UT.

- This group will consist of individuals already charged with economic development responsibilities, realtors, engineers, municipal/elected officials and representatives from financial institutions.
 - ❖ The primary objectives of this group would include:
 - Establishing a public/private partnership within Nacogdoches County to eventually locate and construct a multi-purpose economic site in Nacogdoches County
 - Identify a funding strategy not dependent on state approval to construct the project
 - Determining a site in Nacogdoches County that is appropriate for future business/ industrial development project

- To oversee the eventual construction and marketing of sites located in the economic development district
- Work with UT and SFA procurement officers and local businesses to ensure that local businesses still can bid on contracts

TASK FORCE THREE- Infrastructure Support Group:

Establish an infrastructure support group that will pursue financial support on the state and federal level to address the many infrastructure deficiencies in the City of Nacogdoches.

- This group will consist of local elected and municipal officials; advocacy groups; engineers and individuals of influence in the public policy arena
 - ❖ The primary objectives of this group would include:
 - Develop a clear list of needs in order of priority
 - Meet with state officials (both elected and department personnel) to share our priority needs and seek their support in financial support
 - Meet with federal officials (both elected and department officials) to share our priority needs and seek their support in in financial support

SUMMARY:

Many community leaders are adamant that we must have a united front in Nacogdoches to move forward. I completely agree. To accomplish our goals and position Nacogdoches for future investment we must work together. It is not a Chamber project, a city project, a NEDCO project, it is an **EVERYBODY PROJECT**.

If we work together, we will have the opportunity to determine what Nacogdoches looks like in the future. I assure you that the Chamber leadership is onboard and ready to do our part.

This plan **IS NOT** being proposed to compete or replace the Comprehensive Plan. If anything, it should complement the work and recommendations from this process.

Respectfully submitted,

C. Wayne Mitchell

C. Wayne Mitchell, President & CEO
Nacogdoches County Chamber of Commerce

PRESENTER: Steve Bartlett, Public Works Director

ITEM/SUBJECT: Consider approval of an ordinance amending Ordinance No. 1929-09-22 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023 for the reallocation of American Rescue Plan Act (ARPA) funds. (Director of Public Works)

SUMMARY/BACKGROUND: The City of Nacogdoches received \$8,162,558 from the American Rescue Plan Act (ARPA) and these funds were originally designated by the Council for utility system improvements, drainage repairs, fire station repairs, and park restrooms. Staff has determined that there are additional immediate, and even emergency, capital needs for our storm drain system that must be addressed before the next budget cycle. Recent flooding rains and other events have caused several storm lines to collapse or otherwise fail, making their repair an urgent matter. Additional needed repairs could eclipse \$1 million.

ARPA FUND DISTRIBUTION

IMPROVEMENT	CURRENT	PROPOSED
Storm Drainage	\$1,400,000	\$2,900,000
Water System	\$3,000,000	\$1,500,000
Wastewater System	\$1,871,000	\$1,871,000
Fire Station Repairs	\$800,000	\$800,000
Park Restrooms	\$70,000	\$70,000
Architect/Engineer Fees	\$740,000	\$740,000
Grants Consultant	\$281,000	\$281,000

Staff is requesting consideration of a budget amendment to reallocate \$1.5 million from water system improvements to storm drainage projects. This amount would be from the ARPA monies allocated to the Water Utility Fund moved to the General Fund.

FINANCIAL:

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

Account No.: Multiple accounts, see attached ordinance

Account Name:

Amount: \$1,500,000

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

Infrastructure

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

ATTACHMENTS: 1. Ordinance
2. PowerPoint Presentation

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 of Nacogdoches received \$8,162,558 from the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA funds were originally budgeted to repair and replace various water and sewer lines; and

WHEREAS, the City has determined there are additional immediate capital needs that must be addressed before the next budget; and

WHEREAS, with the adoption of this ordinance, the Public Works is authorized to expend funds as needed.

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

Fund	Dept	Acct.	Department	Description	Amt.
24	26	680.31	Special Grant Funds- Drainage Capital	Storm Drainage Repairs	\$ 1,500,000
30		179.02	Utility Fund CIP – Water Lines	Water Line Repairs	(\$1,500,000)

PASSED AND APPROVED this the 18th day of July, 2023.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Scott Bounds, Interim City Attorney

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

Budget Amendment

ARPA Funds Reallocation

- City received \$8,162,558 from American Rescue Plan Act (ARPA)
- Originally allocated towards water and sewer repairs and replacements
- Immediate capital needs in storm drainage system
- Budget Amendment to reallocate \$1.5 million of ARPA funds towards storm drainage system

Central Heights Water System

Angelina Neches River Authority

- ANRA will make over \$3 million in system improvements
- ANRA targeting 2X growth to 750 meters
- ANRA will need to make increases in water rates to service debt from bonds.
- If City retained the water system (no improvements), significant rate increases would still be necessary
- Proposal benefits City residents and Central Heights resident

Transfer of Central Water Heights Water System to Angelina Neches River Authority

- Approval of Interlocal Agreement for Acquisition of Central Heights Water System
- Approval of Interlocal Pump Station Ground Lease Agreement
- Approval of Interlocal Contract for Water Services
- *Closing date: September 20, 2023*
- *Final payment \$526,000 by December 31, 2024*



City Council Meeting

Date: July 18, 2023

Agenda Item: 6.E.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Receive a report, hold a discussion and give staff direction regarding FY2022-2023 Budgeted Revenues & Expenditures as of June 30, 2023 and the FY2023-2024 Budget. (Director of Finance)

SUMMARY/BACKGROUND: Presentation of financial update of major funds as of June 30, 2023.

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
2. PowerPoint Presentation



**Mid-Year
Financial Update
(Major Funds)**

At June 30, 2023

General Fund Operating Budget

	Adopted Budget	Amended Budget	Actual YTD June 30, 2023	% Recv'd
<u>Revenues</u>				
Taxes:				
Property - Current	\$ 10,485,114	\$ 10,485,114	\$ 10,569,358	101%
Property - Delinquent	\$ 100,000	\$ 100,000	\$ 80,172	80%
Property - Penalty & Interest	\$ 135,000	\$ 135,000	\$ 89,579	66%
Property - Other Personal	\$ 10,000	\$ 10,000	\$ -	0%
Sales Tax	\$ 7,600,000	\$ 7,600,000	\$ 6,470,211	85%
Sales Tax - Mixed Beverage	\$ 65,000	\$ 65,000	\$ 53,381	82%
Franchise - Elec	\$ 1,530,000	\$ 1,530,000	\$ 7,570	0%
Franchise - Cable	\$ 286,000	\$ 286,000	\$ 194,663	68%
Franchise - Gas	\$ 350,000	\$ 350,000	\$ 358,387	102%
Franchise - Communication	\$ 111,000	\$ 111,000	\$ 86,670	78%
Franchise - Mixed Beverage	\$ 50,000	\$ 50,000	\$ 43,984	88%
Licenses & Permits:				
Alcoholic Beverage	\$ 15,000	\$ 15,000	\$ 13,985	93%
Inspection Permits	\$ 85,000	\$ 85,000	\$ 75,486	89%
Animal Adoption Fees	\$ 35,000	\$ 35,000	\$ 25,845	74%
Animal Microchip Fees	\$ 10,000	\$ 10,000	\$ 8,420	84%
Other Licenses & Permits	\$ 50,000	\$ 50,000	\$ 41,051	82%
Fines:				
Adm Fee State Court Costs	\$ 30,000	\$ 30,000	\$ 23,597	79%
Court Fines	\$ 325,000	\$ 325,000	\$ 255,033	78%
Arrest Fees	\$ 30,000	\$ 30,000	\$ 24,496	82%
Charges for Services:				
County Fire Protection	\$ 10,000	\$ 10,000	\$ 7,500	75%
Library	\$ 6,500	\$ 6,500	\$ 3,908	60%
Recreation Fees	\$ 230,000	\$ 230,000	\$ 201,048	87%
Cemetery Lot Sales	\$ 90,000	\$ 90,000	\$ 95,540	106%
Intergovernmental Receipts	\$ 67,500	\$ 67,500	\$ 1,474,786	2185%
Investment Earnings	\$ 171,400	\$ 171,400	\$ 441,418	258%
Rents & Royalties	\$ 3,360	\$ 3,360	\$ 2,281	68%
Contributions from County	\$ 334,298	\$ 334,298	\$ 250,723	75%
Contributions from NEDCO	\$ 265,759	\$ 315,759	\$ 205,671	65%
Contributions from CVB	\$ 329,518	\$ 329,518	\$ 196,095	60%
Contributions from Other	\$ 12,500	\$ 12,500	\$ 13,500	108%
Miscellaneous Revenues	\$ 129,945	\$ 129,945	\$ 132,055	102%
Total Operating Revenues	\$ 22,952,894	\$ 23,002,894	\$ 21,446,413	93%
<u>Inter-Fund Transfers In</u>				
Transfer Water / Wastewater Franchise Fee	\$ 1,560,000	\$ 1,560,000	\$ 1,170,000	75%
Transfer Sanitation Franchise Fee	\$ 476,160	\$ 476,160	\$ 357,120	75%
Transfer Utility Fund Overhead Cost	\$ 1,946,807	\$ 1,946,807	\$ 1,460,106	75%
Transfer Sanitation Fund Overhead Cost	\$ 1,783,352	\$ 1,783,352	\$ 1,337,517	75%
Transfer Eco Dev	\$ -	\$ 584,876	\$ 566,956	97%
Total Inter-Fund Transfers In	\$ 5,766,319	\$ 6,351,195	\$ 4,891,699	77%
Total Revenues	\$ 28,719,213	\$ 29,354,089	\$ 26,338,112	90%

General Fund Operating Budget

	Adopted Budget	Amended Budget	Actual YTD June 30, 2023	% Used
<u>Expenditures</u>				
<u>General Government</u>				
City Council	\$ 26,500	\$ 26,500	\$ 21,802	82%
City Manager	\$ 300,471	\$ 300,471	\$ 223,563	74%
Municipal Court	\$ 312,321	\$ 312,321	\$ 219,208	70%
City Secretary	\$ 190,000	\$ 190,000	\$ 151,067	80%
Finance	\$ 670,575	\$ 685,375	\$ 502,354	73%
Information Technology	\$ 517,523	\$ 547,523	\$ 392,824	72%
Personnel	\$ 437,665	\$ 437,665	\$ 319,606	73%
Legal	\$ 276,260	\$ 276,260	\$ 417,540	151%
Planning & Zoning	\$ 265,240	\$ 265,240	\$ 211,759	80%
Building Maintenance	\$ 376,293	\$ 378,893	\$ 306,237	81%
Communications	\$ -	\$ 88,905	\$ 34,304	39%
Vehicle Maintenance	\$ 333,906	\$ 333,906	\$ 229,593	69%
Conventions & Tourism	\$ 329,518	\$ 329,518	\$ 225,369	68%
Economic Development	\$ 265,759	\$ 265,759	\$ 199,726	75%
Non-Departmental	\$ 1,623,516	\$ 1,623,516	\$ 1,218,825	75%
Total General Government	\$ 5,925,547	\$ 6,061,852	\$ 4,673,778	77%
<u>Public Safety</u>				
Police	\$ 9,250,315	\$ 9,250,315	\$ 6,778,934	73%
Fire	\$ 6,871,138	\$ 6,879,088	\$ 5,084,787	74%
Code Enforcement	\$ 264,212	\$ 264,212	\$ 177,258	67%
Inspections	\$ 232,960	\$ 232,960	\$ 159,968	69%
Animal Control	\$ 602,009	\$ 602,009	\$ 453,258	75%
Total Public Safety	\$ 17,220,634	\$ 17,228,584	\$ 12,654,205	73%
<u>Cultural & Recreational</u>				
Historic Sites & Main Street	\$ 389,895	\$ 393,395	\$ 281,620	72%
City Library	\$ 620,276	\$ 632,276	\$ 452,701	72%
Recreation	\$ 695,799	\$ 695,799	\$ 526,967	76%
Parks & Cemetery	\$ 1,593,417	\$ 1,617,847	\$ 1,165,882	72%
Total Cultural & Recreational	\$ 3,299,387	\$ 3,339,317	\$ 2,427,170	73%
<u>Highways & Streets</u>				
Public Works Admin.	\$ 129,044	\$ 129,044	\$ 97,882	76%
Streets	\$ 1,308,938	\$ 1,658,938	\$ 735,832	44%
Engineering	\$ 605,363	\$ 605,363	\$ 416,686	69%
Total Highways & Streets	\$ 2,043,345	\$ 2,393,345	\$ 1,250,399	52%
Total Operating Expenditures	\$ 28,488,913	\$ 29,023,098	\$ 21,005,553	72%
<u>Inter-Fund Transfers Out</u>				
Transfers - Eco Dev	\$ 125,000	\$ 125,000	\$ 125,000	100%
Transfers - Mayors Comm	\$ 5,000	\$ 5,000	\$ 5,000	100%
Transfers - Special Grant	\$ -	\$ 136,586	\$ -	0%
Transfers - Airport Construction	\$ 50,000	\$ 50,000	\$ -	0%
Transfers - Airport Operation	\$ 50,000	\$ 50,000	\$ -	0%
Transfers - Equip Replacement	\$ -	\$ -	\$ 181,149	#DIV/0!
Total Inter-Fund Transfers Out	\$ 230,000	\$ 366,586	\$ 311,149	85%
Total Expenditures	\$ 28,718,913	\$ 29,389,684	\$ 21,316,701	73%

Utility Fund Operating Budget

	Adopted Budget	Amended Budget	Actual YTD June 30, 2023	% Recv'd
Revenues				
<u>Charges for Sales & Services:</u>				
Water Sales	\$ 10,500,000	\$ 10,500,000	\$ 7,574,911	72%
Sewer Sales	\$ 9,000,000	\$ 9,000,000	\$ 6,390,428	71%
Plumbing Permits	\$ 5,000	\$ 5,000	\$ 7,918	158%
Water / Wastewater Permits - Inspections	\$ -	\$ -	\$ 13,500	#DIV/0!
Water Taps	\$ 25,000	\$ 25,000	\$ 15,640	63%
Sewer Taps	\$ 10,000	\$ 10,000	\$ 7,810	78%
Utility Service Fees	\$ 100,000	\$ 100,000	\$ 72,253	72%
Late Payment Penalties Fees	\$ 275,000	\$ 275,000	\$ 259,178	94%
Water Miscellaneous Receipts	\$ 5,000	\$ 5,000	\$ 8,408	168%
Sewer Miscellaneous Receipts	\$ 150,000	\$ 150,000	\$ 147,308	98%
Receipt on Bad Accounts	\$ 30,000	\$ 30,000	\$ 20,706	69%
Miscellaneous Receipts	\$ 2,500	\$ 2,500	\$ 13,809	552%
Total Operating Revenues	\$ 20,102,500	\$ 20,102,500	\$ 14,531,870	72%
<u>Nonoperating Revenues</u>				
Investment Earnings:				
Water / Sewer Interest	\$ 156,150	\$ 156,150	\$ 1,154,220	739%
Water / Sewer Reserve Interest	\$ 750	\$ 750	\$ 45,999	6133%
Water / Sewer Debt Service Interest	\$ 15,000	\$ 15,000	\$ 97,045	647%
Total Investment Earnings	\$ 171,900	\$ 171,900	\$ 1,297,264	755%
Total Revenues	\$ 20,274,400	\$ 20,274,400	\$ 15,829,134	78%
	Adopted Budget	Amended Budget	Actual YTD June 30, 2023	% Used
Expenses				
<u>Operating Expenses</u>				
Water Billing	\$ 1,446,007	\$ 1,488,757	\$ 980,564	66%
Water Production	\$ 2,542,701	\$ 2,947,201	\$ 2,139,446	73%
Utility Construction	\$ 1,761,076	\$ 1,823,576	\$ 1,236,414	68%
Wastewater Treatment	\$ 2,609,190	\$ 2,609,190	\$ 2,008,359	77%
Non - Departmental	\$ 416,699	\$ 478,209	\$ 368,993	77%
Total Operating Expenses	\$ 8,775,673	\$ 9,346,933	\$ 6,733,776	72%
 Debt Service - Principal	 \$ 3,445,000	 \$ 3,445,000	 \$ 1,250,000	 36%
Debt Service - Interest	\$ 298,025	\$ 298,025	\$ 224,954	75%
Transfer to Eco Dev Fund	\$ 50,000	\$ 50,000	\$ 50,000	100%
Transfer to Airport FBO Fund	\$ 50,000	\$ 50,000	\$ -	0%
Transfer to General Fd - Franchise Fee	\$ 1,560,000	\$ 1,560,000	\$ 1,170,000	75%
Transfer to General Fd - Overhead Cost	\$ 1,946,807	\$ 1,946,807	\$ 1,460,106	75%
Total Nonoperating Expenses	\$ 7,349,832	\$ 7,349,832	\$ 4,155,060	57%
Total Expenses	\$ 16,125,505	\$ 16,696,765	\$ 10,888,836	65%

Sanitation Fund Operating Budget

	Adopted Budget	Amended Budget	Actual YTD June 30, 2023	% Recv'd
<u>Revenues</u>				
<u>Charges for Sales & Services:</u>				
Sanitation Charges	\$ 5,616,000	\$ 5,616,000	\$ 4,246,501	76%
Sanitation Fuel Charge	\$ 336,000	\$ 336,000	\$ 285,118	85%
Landfill Gate Receipts	\$ 775,000	\$ 775,000	\$ 685,663	88%
Miscellaneous Receipts	\$ 400,000	\$ 400,000	\$ 483,347	121%
Total Operating Revenues	\$ 7,127,000	\$ 7,127,000	\$ 5,700,630	80%
<u>Nonoperating Revenues</u>				
Sanitation Fund Interest	\$ 102,900	\$ 102,900	\$ 409,487	398%
Gain from Disposal of Assets	\$ -	\$ -	\$ -	#DIV/0!
Total Nonoperating Revenues	\$ 102,900	\$ 102,900	\$ 409,487	398%
Total Revenues	\$ 7,229,900	\$ 7,229,900	\$ 6,110,117	85%

	Adopted Budget	Amended Budget	Actual YTD June 30, 2023	% Used
<u>Expenses</u>				
<u>Operating Expenses</u>				
Sanitation Collection	\$ 1,578,951	\$ 1,602,136	\$ 1,151,646	72%
Sanitation Disposal	\$ 1,060,366	\$ 1,060,366	\$ 673,290	63%
Sanitation Administration	\$ 214,073	\$ 214,073	\$ 158,223	74%
Non - Departmental	\$ 381,940	\$ 412,695	\$ 300,762	73%
Total Operating Expenses	\$ 3,235,330	\$ 3,289,270	\$ 2,283,920	69%
<u>Transfers Out</u>				
Transfer to Eco Dev Fd	\$ 50,000	\$ 50,000	\$ 50,000	100%
Transfer to General Fd - Franchise Fee	\$ 476,160	\$ 476,160	\$ 357,120	75%
Transfer to General Fd - Overhead Cost	\$ 1,783,352	\$ 1,783,352	\$ 1,337,517	75%
Total Transfers Out	\$ 2,309,512	\$ 2,309,512	\$ 1,744,637	76%
Total Expenses	\$ 5,544,842	\$ 5,598,782	\$ 4,028,557	72%

Airport FBO Fund Operating Budget

	Adopted Budget	Amended Budget	Actual YTD June 30, 2023	% Recv'd
<u>Revenues</u>				
<u>Charges for Sales & Services:</u>				
Fuel Sales	\$ 500,000	\$ 500,000	\$ 484,914	97%
Misc Sales	\$ 4,500	\$ 4,500	\$ 3,035	67%
Hangar Lease Fees	\$ 35,000	\$ 35,000	\$ 36,330	104%
Miscellaneous Receipts	\$ 500	\$ 500	\$ 10	2%
Total Operating Revenues	\$ 540,000	\$ 540,000	\$ 524,289	97%
<u>Nonoperating Revenues</u>				
Sanitation Fund Interest	\$ 350	\$ 350	\$ 699	200%
Total Nonoperating Revenues	\$ 350	\$ 350	\$ 699	200%
<u>Inter-Fund Transfers In</u>				
Trf f/ General Fund	\$ 50,000	\$ 50,000	\$ -	0%
Trf f/ Utility Fund	\$ 50,000	\$ 50,000	\$ -	0%
Total Inter-Fund Transfers In	\$ 100,000	\$ 100,000	\$ -	0%
Total Revenues	\$ 640,350	\$ 640,350	\$ 524,988	82%

	Adopted Budget	Amended Budget	Actual YTD June 30, 2023	% Used
<u>Expenses</u>				
<u>Operating Expenses</u>				
Airport FBO Services	\$ 603,155	\$ 603,155	\$ 533,497	88%
Total Operating Expenses	\$ 603,155	\$ 603,155	\$ 533,497	88%
Total Expenses	\$ 603,155	\$ 603,155	\$ 533,497	88%

Hotel Tax Fund Operating Budget

	Adopted Budget	Amended Budget	Actual YTD June 30, 2023	% Rev'd
<u>Revenues</u>				
<u>Operating Revenues</u>				
Hotel Occupancy Tax	\$ 800,000	\$ 800,000	\$ 755,935	94%
Total Operating Revenues	\$ 800,000	\$ 800,000	\$ 755,935	94%
<u>Nonoperating Revenues</u>				
Interest Income	\$ 3,000	\$ 3,000	\$ 20,488	683%
Total Nonoperating Revenues	\$ 3,000	\$ 3,000	\$ 20,488	683%
Total Revenues	\$ 803,000	\$ 803,000	\$ 776,423	97%

	Adopted Budget	Amended Budget	Actual YTD June 30, 2023	% Used
<u>Expenditures</u>				
<u>Operating Expenditures</u>				
Bldg & Structure Maint	\$ 20,000	\$ 45,500	\$ 3,268	7%
Special Services	\$ 95,000	\$ 95,000	\$ 71,250	75%
Tourist & Convention Services	\$ 580,000	\$ 580,000	\$ 500,701	86%
Total Operating Expenditures	\$ 695,000	\$ 720,500	\$ 575,219	80%
<u>Transfers Out</u>				
Transfer to Historical Fd	\$ 25,000	\$ 25,000	\$ 25,000	100%
Total Transfers Out	\$ 25,000	\$ 25,000	\$ 25,000	100%
Total Expenditures	\$ 720,000	\$ 745,500	\$ 600,219	81%

2022-2023 Mid Year Financial Report

As of June 30, 2023



General Fund Major Revenues

thru June 30, 2023

• Property Taxes	\$ 10,739,109	100%
• Sales Tax	\$ 6,523,592	85%
• Franchise Fee (exclude Oncor July)	\$ 691,274	30%
• Court Fines	\$ 303,126	79%
• Other Revenues	\$ 1,714,526	94%
— Rec, Insp, Interest,		
• Grants/Reimb	\$ 1,474,786	2185%
• Transfers	\$ 4,891,699	77%

General Fund Major Revenues

thru June 30, 2023

- Revenues — Compared to Prior Year Collections at 6/30/2022
 - Property Tax — **up 7%** (\$732,242)
 - Sales Tax — **up 4%** (\$247,825)
 - Franchise Fees — **up 11%** (\$68,859)
 - Fines — **up 10%** (\$26,512)
 - Rec Fees — **up 16%** (\$27,789)
 - Interest Earnings — **up 619%** (\$370,143)

Utility & Sanitation Funds

Major Revenues

thru June 30, 2023

• Water Sales	\$ 7,574,911	72%
• Sewer Sales	\$ 6,390,428	71%
• Sanitation Fees	\$ 4,246,501	76%
• Sanitation Fuel Charges	\$ 285,118	85%
• Landfill Gate Fees	\$ 685,663	88%

Airport FBO Fund

thru June 30, 2023

- FBO Fuel Sales \$ 484,914 97%
- Compared to Prior Year Collections at 6/30/2022
 - Up 16% (\$64,903)

Hotel Tax Fund

thru June 30, 2023

- Hotel Taxes \$ 755,935 94%
- Compared to Prior Year Collections at 6/30/2022
 - Up 25% (\$155,140)

Questions?

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: Consider approval of Resolution Number 1345-07-23 creating a Chapter 380 Economic Development Program and authorizing agreement by and between the City of Nacogdoches and Dennis White regarding renovation of a building at 401 East Main Street, known as the M.C. Hazle Building. (Economic Development Director)

SUMMARY/BACKGROUND: Dennis White has proposed renovating 401 East Main Street (M.C. Hazle Building) as an office, retail, event/banquet room, and loft apartment. Mr. White anticipates his capital expenditures to reach \$600,000, not including the purchase price. The property's most recent tax valuation was \$275,000 (approximately \$35/square foot). However, the property was appraised for less than \$150,000 in 2021 prior to Mr. White's recent stabilization work. Staff is unable to accurately predict the future valuation of this property, but similarly renovated spaces downtown are appraised for as much as \$100/square foot.

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

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

The agreement also grants an encroachment agreement to allow Mr. White to construct a balcony on his building. The balcony will overhang the public sidewalk and the balcony supports will be located in the sidewalk area of the rights-of-way of East Main and North Church Streets. This is a similar condition to all the other balconies in the downtown area. The Historic Preservation Committee is set to give final approval of a certificate of appropriateness for the exterior renovation, including the balcony within the next month.

FINANCIAL:

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

Account No.: 12.75.630.70

Account Name: *Economic Development Fund*

Amount: \$61,760

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

Downtown Entertainment and Destination District, Economic Development

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

936-559-1255

- ATTACHMENTS:**
1. Resolution
 2. 380 Agreement and Exhibits
 3. Elevation

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1345-07-23**

A RESOLUTION CREATING A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND APPROVING AND AUTHORIZING AGREEMENT BY AND BETWEEN THE CITY OF NACOGDOCHES AND DENNIS WHITE REGARDING RENOVATION OF THE STRUCTURE LOCATED AT 401 EAST MAIN STREET.

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

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

WHEREAS, Dennis White (the “Developer”) has agreed to renovate or cause to be renovated, the approximate 7,720 square foot building (the “Improvements”) located at 401 East Main Street; and

WHEREAS, the City finds it appropriate to create an economic development program pursuant to Chapter 380 of the Texas Local Government Code to be called the White - Hazle Economic Development Program to provide, encourage and coordinate public and private investment in renovating 401 East Main Street, the Improvements and any future associated development; and

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

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

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

1. The findings and recitations contained in the preamble of this Resolution are found and declared to be true and correct and are hereby adopted as part of this Resolution.
2. There is hereby established the White - Hazle Economic Development Program pursuant to Chapter 380 of the Texas Local Government Code.
3. The City Council hereby approves and authorizes the White - Hazle 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 18th day of July, 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

Scott Bounds, Olson & Olson, LLP, City Attorney

CITY OF NACOGDOCHES, TEXAS

AND

DENNIS WHITE

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 **Dennis White**, their successors and assigns ("Developer").

RECITALS:

- A.** Developer has agreed to renovate or cause to be renovated, the structure located at 401 East Main Street (the "Project").
- B.** The City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans and grants of public funds for the purposes of promoting local economic development and stimulating and enhancing business and commercial activity within the City.
- C.** The City has established an economic development program that authorizes the City to make such economic development loans and grants.
- D.** The City has determined that a grant of funds to Developer will serve the public purposes of promoting local economic development, helping eliminate unemployment and underemployment in the City, and stimulating and enhancing business and commercial activity within the City.
- E.** The City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and Developer.
- F.** The City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by helping to eliminate unemployment or underemployment in the State, and by the development or expansion of commerce within the State.
- G.** The City desires and agrees to enter into this Agreement with Developer in order to implement the economic development program described herein and shall follow all applicable rules and procedures prescribed by the City's Charter and the laws of the State in providing Developer the economic development incentives described herein.
- H.** Developer desires and agrees to enter into this Agreement with City in order to construct and operate the Project described herein and to create well-paying jobs and shall follow the laws of the State of Texas.

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

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. TERM.

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

SECTION 3. DEFINITIONS.

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

- (a) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean the certificate of occupancy issued by the City for Developer at the Project, which certificate the City shall not unreasonably withhold, condition, or delay.
- (b) **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.
- (c) **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.
- (d) **Qualified Expenditures.** The words "Qualified Expenditures" mean those expenditures consisting of and contributing to the hard and soft costs associated with the development and construction of the Improvements for the Project including furniture, fixtures, equipment, and public infrastructure.
- (e) **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.
- (f) **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%).
- (g) **State.** The word "State" means the State of Texas.
- (h) **State Comptroller.** The words "State Comptroller" mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (i) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

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

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

- i. Developer shall construct or cause to be constructed the Improvements as described on Table 1 below and shall submit to the City invoices, receipts, or other similar documentation for the Qualified Expenditures in a form reasonably acceptable to the City by 5:00 pm on June 28, 2024.

Table 1

Item	Approximate Qualified Expenditure Not to Exceed
Fire Sprinkler System	\$61,760

- ii. Developer represents that Developer has the present capacity to construct the Improvements. The Improvements shall be completed on or before June 28, 2024. Only those Improvements listed in Table 1 which are completed prior to June 28, 2024 will be considered by the City for reimbursement.
- iii. All Improvements shall be built to the minimum requirements of the International Building Code and International Fire Code, as amended, as adopted by the City of Nacogdoches from time to time, and the current revision of Title 30, Chapters 285 and 290, of the Texas Administrative Code.
- iv. Developer shall complete all necessary improvements and obtain a Certificate of Occupancy on or before June 28, 2024.
- (b) **Façade Easement.** Developer grants a façade easement to the City in a form substantially the same as set out in Exhibit A attached to this agreement.
- (c) **Annual Compliance Verification.** Beginning on January 1, 2025 and each January 1st for the following four years for a total of five occurrences until January 1, 2029 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
- (d) **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.
- (e) **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.
- (f) **Deed of Trust to Secure Performance.** Developer grants to the City a Deed of Trust to secure performance of its obligations under this agreement. The Deed of Trust shall be in a form substantially the same as set out in Exhibit B attached to this agreement.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE CITY.

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

(a) **Program Grant Payments.**

(1) Reimbursement of Qualified Expenditures

- a. The City shall reimburse the Developer the cost for the improvements subject to the not to exceed limitation in Table 1 and any revision thereof to which the City has agreed to in writing

and in conformance with the process described in Article VIII Section 106-674, Refunding Procedure, of the City of Nacogdoches Code of Ordinances. The Developer shall initially pay for all cost associated with the design and construction of the facilities described in Exhibit B including, but not limited to, easements, surveying, engineering, materials, and labor. The City will not be responsible for any costs, labor, or materials during the time period prior to the Effective Date of this agreement other than reasonable surveying and engineering costs necessary to prepare this agreement.

- b. The Developer understands and agrees that payment by the City of the agreed reimbursement will be as soon as practical but not to exceed 6 months after the issuance of a Certificate of Occupancy for the Project by the City provided such funds are appropriated by the City.
- (b) **Encroachment Agreement.** City grants an encroachment agreement for balcony supports within the right-of-way to the Developer in a form substantially the same as set out in Exhibit C attached to this agreement. City waives any fees associated with granting of encroachment agreement.
- (c) **Performance.** The City agrees to perform and comply with all applicable terms, conditions, and provisions set forth in this Agreement, and in all other instruments and agreements by and between Developer and the City.

SECTION 6. EVENTS OF DEFAULT.

- (a) Each of the following shall constitute an Event of Default under this Agreement by Developer:
 - (1) **Construction of Qualified Expenditures.** Failure of Developer to provide copies of the invoices, receipts or other documentation to the City regarding the Qualified Expenditures made consistent with Section 4(a) of this Agreement.
 - (2) **Certificate of Occupancy.** Failure of Developer to obtain or cause to be obtained a Certificate of Occupancy from the City for the Project consistent with Section 4(a) of this Agreement provided the failure to obtain the Certificate of Occupancy is not due to wrongful or negligent delay or other action or inaction by the City.
 - (3) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer.
 - (4) **Other Defaults.** Failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or in any of the Related Documents, or failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between the City and Developer, and such failure is not cured within ten (10) days after written notice of the default from the City to Developer.
- (b) Each of the following shall constitute an Event of Default under this Agreement by the City:
 - (1) **Program Grant Payments.** Failure of the City to make the Program Grant Payments consistent with Section 5 of this Agreement within ten (10) days after written notice of the default from Developer to the City.
 - (2) **Other Defaults.** Failure of the City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, or failure of the City to comply with or to perform any other term, obligation, covenant, or condition contained in any other agreement by and between the City and Developer, and such failure is not cured within ten (10) days after written notice of the default from Developer to the City.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

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

SECTION 8. INDEMNIFICATION.

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

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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

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

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the City, which consent will not be unreasonably withheld but which may be conditioned on adequate assurances that the assignee has

the resources and expertise necessary to operate the Project for the remainder of the term and honoring the provisions of the Agreement. Assignment shall not release Developer from any obligation under this Agreement.

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

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

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

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

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

If to Developer: Dennis White
1106 SE Stallings Drive
Nacogdoches, TX 75964
936-569-3540

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

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

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

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

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

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

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

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

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

By: _____
Randy Johnson, Mayor

ATTEST:

Date: _____

Jan Vinson, City Secretary

APPROVED AS TO FORM:

Scott Bounds, Olson & Olson, LLP, City Attorney

DEVELOPER:
Dennis White

By: _____
Dennis White

Date: _____

Exhibit A

HISTORIC PRESERVATION EASEMENT

This Historic Preservation Easement agreement is made the ____ of _____, 2023, between Dennis White, as GRANTOR of a conservation easement (hereafter referred to as the “Grantor”), and the *City of Nacogdoches, Texas*, a Texas municipal corporation, as GRANTEE of the easement (hereafter referred to as the “Grantee”). This Historic Preservation Easement is a conservation easement agreement under *Texas Natural Resource Code Section 183.001 et seq*, for the purpose of preserving MC Hazle Building at 401 East Main Street, a building that is important culturally, historically, and/or architecturally.

1. **The Property.** This agreement creates a conservation easement in real estate. Grantors are the sole owners in fee simple of certain real property which is the site of the Wettermark Bank building located at 401 East Main Street Nacogdoches, Nacogdoches County, Texas, legally described in Attachments A and B (“the Property”), attached hereto and incorporated by this reference.

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

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

3. **Conditions of easement:**

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

Exhibit A

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

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

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

Exhibit A

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

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

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

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

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

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

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

Exhibit A

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

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

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

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

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

Grantor:

By: _____
Name and Title

STATE OF TEXAS

County of Nacogdoches

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

Exhibit A

NOTARY PUBLIC, STATE OF TEXAS

Grantee:

By: _____
Name and Title

STATE OF TEXAS

County of Nacogdoches

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

NOTARY PUBLIC, STATE OF TEXAS

Exhibit B

DEED OF TRUST TO SECURE PERFORMANCE

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

Exhibit B

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

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

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

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

Beneficiary shall have the right to bid for the Property at any sale of the Property hereunder, and to purchase the Property provided Beneficiary is the highest bidder, and Beneficiary shall be entitled to

Exhibit B

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

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

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

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

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

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

Exhibit B

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

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

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

Executed this day of , 2023.

GRANTORS:

Kim Crisp

Angela Crisp

**STATE OF TEXAS
COUNTY OF NACOGDOCHES**

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

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

Notary Public

**STATE OF TEXAS
COUNTY OF NACOGDOCHES**

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

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

Notary Public

Exhibit C

ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Nacogdoches, a municipal corporation of Nacogdoches County, Texas, acting herein by and through its duly authorized City Manager or his/her duly authorized representative, hereinafter referred to as the "City," and Dennis White, hereinafter referred to as "Licensee," owner(s) of the property located at 401 East Main Street, Nacogdoches, Texas, 75964 ("Property").

AGREEMENT

1. For and in consideration of the payment by Licensee of the fee set out below and the true and faithful performance of the mutual covenants herein contained, City hereby grants to Licensee permission to construct/install and/or allow to remain, Improvement(s) ("Improvement") that encroaches upon, uses and/or occupies portions of the space under, on and/or above the City's public land, streets, alleys, easement or public rights-of-way, such Improvement is described as follows:

Type in description of encroachment.

The location and description of said Improvement and the encroachment is more particularly described in Exhibit "A," attached hereto, incorporated herein, and made a part hereof for all purposes.

2. All construction, maintenance and operation in connection with such Improvement, use and occupancy shall be performed in strict compliance with this Agreement and the Charter, Ordinances and Codes of the City and in accordance with the directions of the City Manager or his/her duly authorized representative. All plans and specifications thereof shall be subject to the prior written approval of the City Planner, Building Inspector, Historic Preservation Officer (where applicable) or their duly authorized representative, but such approval shall not relieve Licensee of responsibility and liability for concept, design, and computation in preparation of such plans and specifications.

3. Upon completion of construction and installation of said Improvement and thereafter, there shall be no encroachments in, under, on or above the surface area of the City's public land, streets, alleys, easements, and other public rights-of-way involved, except as described herein and shown on the hereinabove referred to Exhibit "A."

4. Licensee, at no expense to the City, shall make proper provisions for the relocation and installation of any existing or future utilities affected by such encroachment use and occupancy, including the securing of approval and consent from the affected utility companies and the appropriate agencies of the State and its political subdivisions. In the event that any installation, reinstallation, relocation or repair of any existing or future utility or improvements owned by, constructed by or on behalf of the public or at public expense is made more costly by virtue of the construction, maintenance or existence of such encroachment and use, Licensee shall pay to City an additional amount equal to such additional cost as determined by the Director of Public Works of the City, or his/her duly authorized representative.

5. City may enter and utilize the referenced areas at any time for the purpose of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Licensee understands and agrees that City shall bear no responsibility or liability for damage or disruption of improvements installed by Licensee or its successors, but City will make responsible efforts to minimize such damage.

Exhibit C

6. The term of this Agreement shall be for the lesser of (a) 180 days after cessation of the use for which the encroachment was obtained (For example, closing of the restaurant served by a grease trap located in an encroachment), or (b) the transfer of the ownership of the property benefitted by the encroachment. City shall notify Licensee of the non-compliance and if not cured within thirty days this Agreement shall be deemed terminated. Provided however, this Agreement shall also terminate upon the failure to timely cure a material non-compliance with any of the terms of this Agreement by the Licensee.

7. Upon termination of this Agreement, Licensee shall, at the option of City and at no expense to City, restore the public right-of-way and remove the Improvement encroaching into the public right-of-way, to a condition acceptable to City Manager of the City, or his/her duly authorized representative, and in accordance with then existing City specifications. It is understood and agreed to by Licensee that if this Agreement terminates and Licensee fails to remove the Improvement, Licensee hereby gives City permission to remove the Improvement and any supporting structures and assess a lien on the benefitted property for the costs expended by the City to remove such Improvement.

8. It is further understood and agreed upon between the parties hereto that the public land, streets, rights-of-way, alleys, and easements ("public right-of-way") to be used and encroached upon as described herein, are held by City as trustee for the public; that City exercises such powers over the public right-of-way as have been delegated to it by the Constitution of the State of Texas, by the Texas Legislature, or by the City Charter; and that City cannot contract away its duty and its legislative power to control the public right-of-way for the use and benefit of the public. It is accordingly agreed that if the governing body of City determines in its sole discretion at any time during the term hereof to use or cause or permit the public right of way to be used for any other public purpose, including but not limited to underground, surface or overhead communication, drainage, storms or sanitary sewerage, transmission of natural gas or electricity, or any other public purpose, whether presently contemplated or not, that this Agreement shall automatically terminate upon notice by the City to Licensee.

9. Licensee agrees and acknowledges that this Agreement is solely for the purpose of permitting Licensee to construct, maintain and locate the Improvements over or within the described public right-of-way and is not a conveyance of any right, title or interest in or to the public right-of-way nor is it meant to convey any right to use or occupy property in which a third party may have an interest. Licensee agrees that it will obtain all necessary permission before occupying such property.

10. Licensee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the construction, operation and maintenance of said Improvement, encroachment and uses.

11. Licensee agrees to pay promptly when due all fees, taxes or rentals provided for by this Agreement or by any federal, state or local statute, law or regulation.

12. Licensee covenants and agrees that it shall operate hereunder as an independent contractor as to all rights and privileges granted hereunder and not as an officer, agent, servant or employee of City, and Licensee shall have exclusive control of and the exclusive right to control the details of its operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. The doctrine of respondeat superior shall not apply as between City and Licensee, its officers, agents, servants,

Exhibit C

employees, contractors and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Licensee.

13. LICENSEE COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF SAID IMPROVEMENT AND ENCROACHMENT AND USES GRANTED HEREUNDER, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND LICENSEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. LICENSEE SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.

14. Licensee agrees to deposit with the City when this Agreement is executed a sufficient sum of money to be used to pay necessary fees to record this Encroachment Agreement in its entirety in the Official Public Records of Nacogdoches County, Texas. After being recorded, the original shall be returned to the City Secretary of the City of Nacogdoches, Texas.

15. In any action brought by the City for the enforcement of the obligations of Licensee, City shall be entitled to recover interest and reasonable attorney's fees.

16. Licensee covenants and agrees that it will not assign all or any of its rights, privileges or duties under this contract without the prior written approval of the City Manager or his designee. Any attempted assignment without prior written approval will be void.

17. THE PARTIES AGREE THAT THE DUTIES AND OBLIGATION CONTAINED IN PARAGRAPHS 8 AND 14 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

18. This Agreement shall be binding upon the parties hereto, their successors, heirs and assign.

EXECUTED this ____ day of _____, 2023.

Exhibit C

CITY:

City of Nacogdoches
A Texas Municipal Corporation

LICENSEE:

By: _____

City Manager

By: _____
Name: name of individual

ATTEST:

APPROVED AS TO FORM:

Jan Vinson
City Secretary

Steven Kirkland
City Attorney

Exhibit C

STATE OF TEXAS §

§

COUNTY OF NACOGDOCHES §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of the City of Nacogdoches, a Texas municipal corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 201__.

NOTARY PUBLIC, STATE OF TEXAS

Exhibit C

STATE OF TEXAS §

§

COUNTY OF NACOGDOCHES §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of _____, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 201__.

NOTARY PUBLIC, STATE OF TEXAS



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"

Calvin White, WEG		21021_ELV.dwg
05/30/23 4:00 PM		
0		
No.	Revision/Issue	Date
THIS DRAWING AND OTHER RELATED DOCUMENTS, INCLUDING DOCUMENTS ON ELECTRONIC MEDIA, WERE PREPARED BY WHITE ENGINEERING GROUP AND SHALL REMAIN THE PROPERTY OF WHITE ENGINEERING GROUP. ALL INFORMATION SHALL BE USED ONLY FOR DESCRIBING, CONSTRUCTING, OR INSTALLING THE WORK SHOWN AT THE SITE OF THE WORK SPECIFIED HEREON. ANY OTHER USE OF THIS DRAWING, INCLUDING WITHOUT LIMITATION, ANY REPRODUCTION OR ALTERATION IS STRICTLY PROHIBITED. AND WHITE ENGINEERING GROUP SHALL BE INDEMNIFIED FROM LIABILITY ARISING FROM THE CONSTRUCTION, USE, OR RESULT OF SUCH UNAUTHORIZED USE OR CHANGES.		

PRELIMINARY
NOT FOR
CONSTRUCTION

WHITE
ENGINEERING GROUP
www.wegroupch.com
P: 936-238-7873
TBPE F-22319
3015 PRESS ROAD
NACOGDOCHES, TX
75964

401 EAST MAIN STREET
NACOGDOCHES, TEXAS

ISSUE DATE: 5/30/2023

WEG JOB #: 21021

EXTERIOR
ELEVATIONS

ELV1.1



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

Calvin White, WEG		21021_ELV.dwg
05/30/23 4:00 PM		
0		
No.	Revision/Issue	Date
THIS DRAWING AND OTHER RELATED DOCUMENTS, INCLUDING DOCUMENTS ON ELECTRONIC MEDIA, WERE PREPARED BY WHITE ENGINEERING GROUP AND SHALL REMAIN THE PROPERTY OF WHITE ENGINEERING GROUP. ALL INFORMATION SHALL BE USED ONLY FOR DESCRIBING, CONSTRUCTING, OR INSTALLING THE WORK SHOWN AT THE SITE OF THE WORK SPECIFIED HEREON. ANY OTHER USE OF THIS DRAWING, INCLUDING WITHOUT LIMITATION, ANY REPRODUCTION OR ALTERATION IS STRICTLY PROHIBITED. AND WHITE ENGINEERING GROUP SHALL BE INDEMNIFIED FROM LIABILITY ARISING FROM THE CONSTRUCTION, USE, OR RESULT OF SUCH UNAUTHORIZED USE OR CHANGES.		

**PRELIMINARY
NOT FOR
CONSTRUCTION**

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NACOGDOCHES, TX 75964
P: 936-238-7873
TBPE F-22319

**401 EAST MAIN STREET
NACOGDOCHES, TEXAS**

ISSUE DATE: 5/30/2023
WEG JOB #: 21021

**EXTERIOR
ELEVATIONS**

ELV1.0

PRESENTER: Larissa Philpot-Brown, 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 \$61,760 for the reimbursement of installation of a fire sprinkler system at 401 East Main Street. (Economic Development Director)

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

FINANCIAL:

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

Account No.: 12.75.630.70

Account Name: *Economic Development Fund Non-Departmental*

Amount: \$61,760

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

Downtown Entertainment and Destination District, Economic Development

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

ATTACHMENTS: 1. Ordinance 1952-02-23 - White - Hazle Chapter 380 Budget Amendment

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, Dennis White (the "Developer") has agreed to renovate or cause to be renovated, the approximate 4,500 square foot building and associated park, (the "Improvements") located at 401 East Main Street; and

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

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

WHEREAS, Dennis White (the "Developer") has agreed to renovate or cause to be renovated, the approximate 7,720 square foot building, (the "Improvements") located at 401 East Main Street; and

WHEREAS, the City finds it appropriate to create an economic development program pursuant to Chapter 380 of the Texas Local Government Code to be called the White - Hazle Economic Development Program to provide, encourage and coordinate public and private investment in renovating 401 East Main Street, the Improvements and any future associated development; and

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

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

WHEREAS, with the adoption of this ordinance, the Economic Development Department is authorized to proceed with reimbursement to Kim and Angela Crisp of up to \$61,670 upon receipt of a request for reimbursement and final inspection and approval of improvements.

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

Fund	Dept.	Acct.	Department	Description	Amt.
12	75	630.70	Eco Dev Fund Non- Departmental	Reimbursement for fire suppression system	\$61,670

PASSED AND APPROVED this the 18th day of July, 2023.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Scott Bounds, Olson & Olson, LLP, City Attorney

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



City Council Meeting

Date: July 18, 2023

Agenda Item: 6.H.

PRESENTER: Randy Johnson, Mayor

ITEM/SUBJECT: Consider Board/Commission appointments for the Convention and Visitors Bureau Board and the Parks and Recreation Advisory board due to ordinance amendments to increase board membership. (Mayor)

SUMMARY/BACKGROUND: City Council interviewed over 40 applicants who were interested in serving on various City Boards/Commissions in late June 2023. Due to the number of interested and qualified applicants, City Council determined that increasing the membership of the Parks and Recreation Advisory Board and the Convention and Visitors Bureau Board would benefit both the community and the afore mentioned boards.

The Parks and Recreation Advisory Board will appoint additional members for a total of 15.

The Convention and Visitors Bureau Board will appoint additional members for a total of 11.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment

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

ATTACHMENTS:

PRESENTER: Randy Johnson, Mayor

ITEM/SUBJECT: Consider approval to removal of one member and appoint one member to the Housing Authority Board. (Mayor)

SUMMARY/BACKGROUND: At the July 11, 2023 City Council meeting, appointments were made to the Housing Authority Board along with several other boards. City Council approved increasing the membership from five (5) to seven (7) members on the Housing Authority Board and approved said change being made to the City Board/Commission Handbook.

Local Government Code Sec. 392 governs the Housing Authority Board and sets out how many members the board can have. Local Government Code Sec. 392.031 (a) states that each municipal housing authority shall be governed by five, seven, nine or 11 commissioners (board members). Therefore, City Council was able to make the change from five to seven board members.

However, Local Government Code Sec. 392.0331 (b) states that a municipality with a municipal housing authority composed of seven or more commissioners shall appoint at least two commissioners to the authority who are tenants of a public housing project over which the authority has jurisdiction or who are recipients of housing assistance administered through the authority's housing choice voucher program or project-based rental assistance program.

Since the City Council appointed one member that is a tenant of a public housing project, an amendment to the membership appointed must be made to appoint two tenants of a public housing project as stated in the Local Government Code.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment

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

ATTACHMENTS:

PRESENTER: Larissa Philpot-Brown, Economic Development Director

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

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

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

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

Economic Development

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

ATTACHMENTS:



City Council Meeting

Date: July 18, 2023

Agenda Item: 7.B.

PRESENTER: Bonita Hall, Director of Human Resources

ITEM/SUBJECT: Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject is the appointment of the City Attorney.

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

ATTACHMENTS: