



August 15, 2023

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

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

Members of the public who wish to submit comments on a listed agenda item by telephone must contact the City Secretary's office by email at lewisr@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 Tuesday, August 15, 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 July 18, 2023 regular session, July 28, 2023 special session and August 1, 2023 regular session. (Deputy City Secretary)
 - B. Consider approval of the amended City of Nacogdoches Boards and Commissions Handbook. (Deputy City Secretary)
6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.

- A. Receive a report and hold a discussion regarding the legal requirements for staff and Council Members regarding political advertising and advocacy for the outcome of a bond. (Director of Public Works)
 - B. 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)
 - C. Consider approval of a resolution ordering a bond election to be held in the City of Nacogdoches, making provisions for the conduct of the election and resolving other matters incident and related to such election. (Director of Public Works)
 - D. Consider approval of a contract by and between the City of Nacogdoches and SCS Engineers for professional engineering services on the Landfill Permit Modification for Reconfiguration of Block O in a not-to-exceed amount of \$60,000.00. (Assistant Director of Public Works)
 - E. Consider approval of a contract by and between the City of Nacogdoches and KSA Engineers for professional engineering services for the FM 1878 Lift Station Improvements Project, for a fee not-to-exceed \$149,500.00. (Assistant Director of Public Works)
 - F. Presentation of the proposed 2023-2024 Budget. (Director of Finance)
 - G. City Council record vote on Proposed Tax Rate for the 2023-2024 fiscal year. (Director of Finance)
 - H. Consider adoption of Resolution Number 1348-08-23, authorizing the City of Nacogdoches to nominate Pilgrim's Pride Corporation to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank as an Enterprise Project. (Economic Development Director)
 - I. Consider adoption of Resolution Number 1349-08-23, authorizing the City of Nacogdoches to nominate TH Healthcare, Ltd to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank as an Enterprise Project. (Economic Development Director)
7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
- A. Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:
 - 1. Discuss or deliberate regarding commercial or financial information the governmental body has received from business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is

- conducting economic development negotiations; and
2. Deliberate the offer of financial or other incentives to business prospects described by Subdivision 1 above.

- B. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this executive session is City Manager Search. (Human Resources Director)

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

9. ADJOURN.



Rhonda Lewis,
Deputy City Secretary



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

CERTIFICATION

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on August 10, 2023 at 10:00 a.m. and remained posted until the meeting convened.

Rhonda Lewis, Deputy City Secretary



City Council Meeting

Date: August 15, 2023

Agenda Item: 5.A.

PRESENTER: Rhonda Lewis, Deputy City Secretary

ITEM/SUBJECT: Consider approval of minutes for July 18, 2023 regular session, July 28, 2023 special session and August 1, 2023 regular session. (Deputy 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: Rhonda Lewis, Deputy City Secretary
lewisr@nactx.us
936-559-2506

ATTACHMENTS:

1. 07.18.23 Minutes
2. 07.28.23 Minutes
3. 08.01.23 Minutes



Regular Session
Nacogdoches City Council
July 18, 2023 – 5:30 p.m.
City Council Room – City Hall
202 East Pilar Street

DRAFT

City Council present in person: Mayor Randy Johnson, Council Members Kathleen Belanger, Roy Boldon, Chad Huckaby and Brad Maule.

1. Called to order at 5:30 p.m.
2. Pledge of Allegiance.
3. No one spoke during Open Forum
4. Council Member Chad Huckaby removed Item 5.C for further discussion.
Mayor Randy Johnson removed item 5.K.
5. **CONSENT AGENDA:** Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Minutes from June 28, 2023 and July 5, 2023 special meetings, and June 28, 2023, June 29, 2023 and June 30, 2023 City Board Interviews.
 - B. Consider Granting a 15-foot-wide utility easement and Right-of-Way to Oncor Electric Delivery.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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

Minutes unofficial until approved by City Council

in Vol. 238, Page 169, on an instrument filed September 10, 1953, in Nacogdoches County, Texas under Parcel #31348.

- 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.
- 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.

Council Member Chad Huckaby moved approval of the Consent Agenda except Item 5.C and 5.K; motion duly seconded by Council Member Brad Maule and carried by unanimous vote.

5.C. Jason Smith, Utility Construction Manager, stated this regularly scheduled vehicle replacement will be replacing a 2013 model vehicle that is having mechanical issues. Mr. Smith discussed the additional equipment that would be purchased for the vehicle such as toolboxes, lights and safety equipment. The replacement vehicle is on the BuyBoard contract and available now.

Council Member Chad Huckaby moved approval of Item 5.C; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote.

5.K. Mayor Randy Johnson stated that this item will be moved to the August 1, 2023 City Council agenda due to incorrect information on the tax resale deed.

6. REGULAR AGENDA:

- 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.

Jeff Summers, Cadence Insurance, reviewed the employee benefits renewal for 2023/2024 plan year. Mr. Summers reviewed claims experience over the past two years, high cost claims history, estimated annual funding, recommended funding rates and plan design for health insurance. He also discussed funding rates for dental and vision insurance.

City Council discussed prescription medication costs, fees paid to Cadence Insurance, partial self funded insurance and dependent coverage costs.

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

- B. Receive a report from the Nacogdoches Communication Taskforce.

Graham Garner, Communication Taskforce Chair, discussed the responsibilities, guiding principles and charge of the Communication Taskforce. Recommendations of the Taskforce were 1) NacWise system usage and frequency, 2) Improvements to the City's communications during an emergency, 3) adding additional media outlets and partnerships, 4) increased promotion of NacWise and Nac311, 5) improving internal City communications and processes, 6) media channels. Mr. Garner discussed processes of the Communication Taskforce to gather information from the community.

City Council discussed fresh content on the City's media channels, educating the community on electronic communications and notifications, partnering with Stephen F. Austin State University for studio space and recording for Channel 21, use of the Emergency Operation Center, and community engagement. Other discussions included process for media releases, staff that can authorize NacWise alerts,

Council Member Kathleen Belanger stated she'd like to see the progress quarterly rather than annually, a specific plan and the FY23/24 budget should reflect the department needs.

- C. Receive a presentation and hold a discussion with the Chamber of Commerce regarding I-69, economic development and infrastructure.

Mayor Randy Johnson stated that this item will be postponed to a future meeting in August 2023.

- 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.

Steve Bartlett, Public Works Director, stated that this ordinance amendment will reallocating \$1.5 million of the ARPA funds from water system improvements to storm drainage projects. These storm drainage projects are in the urgent and emergent category and need attention now.

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

- 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.

Finance Director Pam Curbow discussed where the City stands in the current budget year. Ms. Curbow reviewed General Fund, Utility Fund and Sanitation Fund revenues, Airport FBO Fund and Hotel Tax Fund.

Mayor Randy Johnson stated that the City's sales tax would be double if the City was not supporting the hospital district.

- 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.

Larissa Philpot-Brown, Economic Development Director, discussed the history and future use of the building. Mrs. Philpot-Brown also discussed details of the requested 380 Agreement which includes an encroachment agreement for installation of a balcony.

City Council discussed an incentive policy, Historic Landmark Preservation Committee's involvement, sprinkling all downtown buildings and return on investment.

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

- 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.

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

- 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 Randy Johnson moved to appoint the following members to the Convention and Visitors Bureau Board for a three year term, Philip Blackburn, Kristal Gibson, John McGuire and Matt McKeehan; motion duly seconded by Council Member Chad Huckaby and carried by unanimous vote.

Mayor Randy Johnson moved to appoint the following members to the Parks and Recreation Advisory Board for a three year term, Rod Allen, Nannette Fausett, Carlis Whitehead and Michael Molling; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote.

- I. Consider approval to remove one member and appoint one member to the Housing Authority Board.

Mayor Randy Johnson stated that since the Housing Authority Board membership was increased the number of members on the board receiving housing assistance should have increased per the Local Government Code. Therefore, Berry Bell will be removed from the board and the following were added.

Mayor Randy Johnson moved to appoint the following members to the Housing Authority Board, Nicole Upshaw (receives housing assistance), Patricia Gonzales (receives housing assistance), Patricia Crain for two year terms, and John Mosley for a one year term; motion duly seconded by Council Member Kathleen Belanger and carried by unanimous vote.

City Council convened into Executive Session at 7:45 p.m.

7. EXECUTIVE SESSION:

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

1. Discuss or deliberate regarding commercial or financial information the City has received from business projects the City body seeks to have locate in the City of Nacogdoches and with which the City is conducting economic development negotiations; and
2. Deliberate offer of financial or other incentive to business prospects described by Subdivision 1 above.

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

8. City Council reconvened in regular session at 8:20 taking no action on Executive Session Items 7.A.

7.B. Council Member Kathleen Belanger moved to authorize Mayor Randy Johnson to finalize and execute an employment contract with Jerry Baker for the appointment of City Attorney; motion duly seconded by Council Member Brad Maule.

9. Adjourned 8:21 p.m.

ATTEST:

Mayor Randy Johnson
City Council
City of Nacogdoches

Jan Vinson, City Secretary



Special Session
Nacogdoches City Council
July 28, 2023 – 12:00 p.m.
City Council Room – City Hall
202 E. Pilar Street

DRAFT

Regular Session:

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

1. Called to order at 12:00 p.m.
2. Pledge of Allegiance.
3. No one spoke during open forum.

City Council convened in Executive Session at 12:01 p.m.

4. **EXECUTIVE SESSION:**

- A. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this executive session is to discuss appointment or employment related matters concerning the City Attorney search.

5. City Council reconvened in Open Session at 12:52 p.m. taking no action.
6. Meeting adjourned at 12.53 p.m. .

ATTEST:

Mayor Randy Johnson
City Council
City of Nacogdoches

Jan Vinson, City Secretary

Minutes unofficial until approved by City Council



Regular Session
Nacogdoches City Council
August 1, 2023 – 5:30 p.m.
City Council Room – City Hall
202 East Pilar Street

DRAFT

City Council present in person: Mayor Randy Johnson, Council Members Kathleen Belanger, Roy Boldon, Chad Huckaby and Brad Maule.

1. Called to order at 5:30 p.m.
2. Pledge of Allegiance.
3. Ryan Grimmert spoke during Open Forum regarding mobile car wash/detailing companies. Mr. Grimmert stated there is a double standard in Nacogdoches as it relates to the wastewater collection as a result of auto detailing. The company he owns was asked to stop work because they didn't have a wastewater collection system. Mr. Grimmert said there is no requirement for mobile detailing to collect their wastewater and he said he would like to see an ordinance to correct this issue.
4. Council Member Chad Huckaby removed Consent Agenda items 5.D and 5.E.
5. **CONSENT AGENDA:** Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Minutes for July 11, 2023 board interviews, July 11, 2023 regular session and July 17, 2023 special session.
 - B. 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. Granting a 15-foot-wide utility easement and Right-of-Way to Oncor Electric Delivery.
 - C. Consider an ordinance amending Chapter 50 "Historic Preservation", Article II "Landmarks and Historic Districts", Division 2 "Historic Landmark Preservation Committee"; providing for a severability clause; and providing an effective date.
 - D. Consider ordinance amending Ordinance No. 1929-09-22 appropriating various amounts in accordance with budget adopted for ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023.
 - E. Consider purchase of replacement Bar Screen equipment from Vision Equipment in the amount of \$435,000.
 - F. Receive a report regarding Quarterly Investment Report for quarter ended June 30, 2023.
 - G. Receive a report regarding Monthly Financial Report for month ended June 30, 2023.
 - H. Annual review and adoption of a resolution approving the City's Investment Policy.

Council Member Chad Huckaby moved approval of the Consent Agenda except Item 5.D and 5.E; motion duly seconded by Council Member Brad Maule and carried by unanimous vote.

5.D. Steve Bartlett, Public Works Director, stated that the bar screen at the sewer plant has broken and needs to be repaired. 5.E is a budget amendment to purchase equipment to fix the broken bar screen. Mr. Bartlett stated that staff is currently removing solids by hand. It will take 4-6 months to complete the repairs to the equipment.

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

6. **REGULAR AGENDA:**

A. Receive presentation on the 2023 Texas Blueberry Festival.

Blueberry Bluegrass Concert in the Park Chairs Scott Waller and Angela Wiederhold presented a summary of the Blueberry Bluegrass Concert in the Park as part of the Texas Blueberry Festival. The concert was held on Friday, June 9, 2023.

Kelly Augustine with the Chamber of Commerce and Blueberry Festival Committee Chair Grace Handler presented a summary of the Blueberry Festival. Ms. Handler discussed partners, sponsors, volunteers, downtown business owners who kept businesses open and new items at the festival. Mrs. Augustine discussed business promotions and media attention.

The Chairs presented the City with a framed 2023 Blueberry Festival poster.

B. Consider appointing additional members to the Historic Landmark Preservation Committee.

Mayor Randy Johnson made a motion to appoint Zee Whitehead and Vickie Winthrop to the Historic Landmark Preservation Committee for three year terms; motion duly seconded by Council Member Chad Huckaby and carried by unanimous vote.

C. Discussion regarding proposed 2023-2024 budget.

Finance Director Pam Curbow stated that she does not have the tax rate calculations to present at this time. Ms. Curbow is working with the Nacogdoches Central Appraisal District to get the correct tax rate calculations. She discussed the budget timeline, employee recruitment, competitive pay, cost of living, inflation and capital improvement projects.

Director of Public Works Steve Bartlett discussed the resolution calling the bond election and the proposition language. Mr. Bartlett stated that the draft proposition language would be forwarded to City Council prior to the August 8, 2023 City Council meeting.

Finance Director Pam Curbow reviewed personnel costs for the current year and increased personnel costs for the upcoming budget. Ms. Curbow stated that the draft budget includes only the three police officer positions that were unfrozen assuming we will stay with the no new revenue rate. She also discussed the ability to fund a cost of living increase for staff.

Ms. Curbow discussed funding roofing projects for City Hall, Police Department and Durst Taylor with the issuance of a tax note versus using all General Fund money. City Council discussed funding just the roof replacement of City Hall including replacing HVAC units versus the cost to only replace the roof.

City Council also discussed General Fund Reserves, new projects proposed for the 2023-2024 budget, and cost savings.

D. Set public hearing dates for both budget and tax rate.

Finance Director Pam Curbow recommended dates for the Budget Public Hearing and Tax Rate Public Hearing.

Council Member Kathleen Belanger moved to set the Budget Public Hearing for September 5, 2023 and the Tax Rate Public Hearing for September 12, 2023; motion duly seconded by Council Member Chad Huckaby and carried by unanimous vote.

City Council convened into Executive Session at 6:45 p.m.

7. **EXECUTIVE SESSION:**

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

1. Discuss or deliberate regarding commercial or financial information the City has received from business projects the City body seeks to have locate in the City of Nacogdoches and with which the City is conducting economic development negotiations; and
2. Deliberate offer of financial or other incentive to business prospects described by Subdivision 1 above.

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

- 8. City Council reconvened in regular session at 8:14 p.m. taking no action.
- 9. Adjourned 8:15 p.m.

ATTEST:

Mayor Randy Johnson
City Council
City of Nacogdoches

Jan Vinson, City Secretary



City Council Meeting

Date: August 15, 2023

Agenda Item: 5.B.

PRESENTER: Rhonda Lewis, Deputy City Secretary

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

SUMMARY/BACKGROUND: During the July City Board appointment process, the City Council agreed to increase the composition of the Convention and Visitors Bureau Board; Historic Landmark Preservation Committee; Housing Authority; Mayor's Committee on People with Disabilities; and Parks and Recreation Advisory Board. Over the last few months, ordinance amendments have been approved by City Council, and the final step is to amend and approve the City Boards and Commissions Handbook.

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: Rhonda Lewis, Deputy City Secretary
lewisr@nactx.us
936-559-2506

ATTACHMENTS: 1. Amended Boards and Commissions Handbook



City of Nacogdoches **Boards/Commissions Handbook**

City Council

Randy Johnson – Mayor

Roy Boldon - S/E Ward

Chad Huckaby - S/W Ward

Kathleen Belanger - N/E Ward

Brad Maule - N/W Ward

Administrative Staff

Keith Kiplinger – Interim City Manager

Jan Vinson – City Secretary

City of Nacogdoches

202 East Pilar Street

Nacogdoches, Texas 75961

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Email: vinsonj@nactx.us

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INTRODUCTION

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

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

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

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



Board and Commission Appointment Policy

Purpose:

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

Application/Appointment Process

Individuals interested in seeking appointment may submit application via:

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

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

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

Eligibility

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

Attendance Requirement

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

Selection Process

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

Texas Public Information Act

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

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

Board and Commission Training, Ethics and Conflicts of Interest

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

Required Training on the Texas Open Meetings Act

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

The training includes instruction in:

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

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

www.texasattorneygeneral.gov/open-government

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

Ethics

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

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

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

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

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

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

A violation of Chapter 171 is a Class A misdemeanor.

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

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

Airport Advisory Board

COMPOSITION: Seven (7) regular members

TERMS: Two (2) years

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

CITY LIAISON: Airport Manager

DUTIES AND RESPONSIBILITIES:

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

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

MEETINGS: Once per quarter or as needed. TOMA compliance required.

Code of Ordinances - Section 10.56-10.57

Building Standards Commission

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

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

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

TERMS: Two (2) years

CITY DEPARTMENT: Inspection Services

CITY LIAISON: Chief Building Official

DUTIES AND RESPONSIBILITIES:

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

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

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

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

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

Code of Ordinances - Section 14.2

City Naming Committee

COMPOSITION: Five (5) members

TERMS: Ad Hoc Committee

CITY DEPARTMENT: City Council

CITY LIAISON: City Manager

DUTIES AND RESPONSIBILITIES:

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

MEETINGS: As needed.

City Council created – October 18, 2011 minutes

Convention and Visitors Bureau Board

COMPOSITION: Seven (7) ~~to eleven (11)~~ members.

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

TERMS: Three (3) years

CITY DEPARTMENT: Convention and Tourism

CITY LIAISON: Convention and Tourism Director

DUTIES AND RESPONSIBILITIES:

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

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

Code of Ordinances - Section 94.231-94.246

Health Code Advisory Committee

COMPOSITION: Nine (9) members

TERMS: Three (3) years

CITY DEPARTMENT: Planning and Neighborhood Services

CITY LIAISON: Planning and Neighborhood Services Director

DUTIES AND RESPONSIBILITIES:

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

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

MEETINGS: As needed.

Code of Ordinances - Section 46.61-46.68

Historic Landmark Preservation Committee

COMPOSITION: Seven (7) ~~to nine (9)~~ members to be appointed by the City Council

TERMS: 3 year terms, staggered

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

CITY DEPARTMENT: Community Services

CITY LIAISON: Director of Community Services

DUTIES AND RESPONSIBILITIES:

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

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

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

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

Code of Ordinances - Section 50.61-50.68

Housing Authority Board

COMPOSITION: ~~Five~~ Seven (57) members

SPECIAL REQUIREMENTS: Members cannot have tenants in Section 8 HUD Housing Program. Two members must receive housing assistance.

TERM: Two (2) years

CITY DEPARTMENT: City Secretary

CITY LIAISON: City Secretary

DUTIES AND RESPONSIBILITIES:

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

MEETINGS: As needed.

Resolution April 22, 1975 and Local Government Code Chapter 392

Industrial Development Authority

COMPOSITION: Five (5) members

TERM: Three (3) years

CITY DEPARTMENT: City Manager

CITY LIAISON: Economic Development Department

DUTIES AND RESPONSIBILITIES:

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

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

Resolution November 6, 1979

Main Street Advisory Committee

COMPOSITION: Twelve (12) members

TERM: Three (3) years

CITY DEPARTMENT: Historic Sites/Main Street

CITY LIAISON: Assistant Director of Community Services

DUTIES AND RESPONSIBILITIES:

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

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

BOARD MEMBER REQUIREMENTS:

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

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

City Council created – November 18, 1997 minutes

Mayor's Committee on People with Disabilities

COMPOSITION: Eleven (11) ~~to thirteen~~ members

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

CITY DEPARTMENT: City Secretary

CITY LIAISON: City Secretary

DUTIES AND RESPONSIBILITIES:

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

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

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

City Council created - February 2, 1988 minutes

Nacogdoches Cemetery Board

COMPOSITION: Five (6) members

TERMS: Two (2) years

CITY DEPARTMENT: Community Services

CITY LIAISON: Community Services Director

DUTIES AND RESPONSIBILITIES:

The mission of the Nacogdoches Cemetery Board is to maintain and beautify all City owned cemeteries in honor of those interred. The Board shall be consulted regarding advice on the operation and general administration of the cemeteries as may be requested by the City administration

MEETINGS: The Nacogdoches Cemetery Board meets quarterly.

*City Council created - October 7, 1947 minutes * Name change City Council minutes for February 7, 2023*

Parks and Recreation Advisory Board

COMPOSITION: Not less than seven or more than ~~eleven~~-fifteen members

TERM: Three (3) years

CITY DEPARTMENT: Community Services

CITY LIAISON: Community Services Director

DUTIES AND RESPONSIBILITIES:

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

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

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

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

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

Code of Ordinances - Section 74.26-74.35

Planning and Zoning Commission

COMPOSITION: Five (5) members

TERMS: Two (2) years

CITY DEPARTMENT: Planning & Neighborhood Services

CITY LIAISON: Planning & Neighborhood Services Director

DUTIES AND RESPONSIBILITIES:

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

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

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

Code of Ordinance - Section 118.66-118.69

Zoning Board of Adjustment

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

TERMS: Two (2) years, staggered

CITY DEPARTMENT: Planning & Neighborhood Services

CITY LIAISON: Planning & Neighborhood Services Director

DUTIES AND RESPONSIBILITIES:

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

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

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

Code of Ordinance - Section 118.96-118.101

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

Approved by City Council 12/6/2016; Revisions approved by City Council 11/16/21; Revisions approve by City Council on 02/07/23



City Council Meeting

Date: August 15, 2023

Agenda Item: 6.A.

PRESENTER: Steve Bartlett, Public Works Director

ITEM/SUBJECT: Receive a report and hold a discussion regarding the legal requirements for staff and Council Members regarding political advertising and advocacy for the outcome of a bond. (Director of Public Works)

SUMMARY/BACKGROUND: Robert Dransfield, a Partner with Norton Rose Fulbright US LLP, will host a discussion on the ethical and legal restrictions for City staff and elected Council members regarding political advertising and advocacy for a bond issue.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS:



City Council Meeting

Date: August 15, 2023

Agenda Item: 6.B.

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

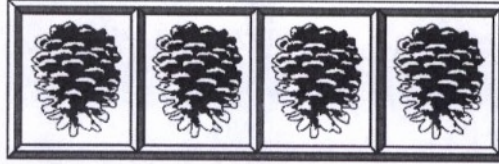
COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

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 a resolution ordering a bond election to be held in the City of Nacogdoches, making provisions for the conduct of the election and resolving other matters incident and related to such election. (Director of Public Works)

SUMMARY/BACKGROUND: On July 11, 2023, the Capital Needs Advisory Committee presented a slate of projects to City Council for funding to include a General Obligation Bond issue, which would be considered by public election on November 7, 2023. The slate of projects included improvements to the Airport, Fire Stations, Storm Drainage, Cemetery Facilities, Parks, Downtown, Streets and Sidewalks, totaling \$43,990,000. At this meeting, City Council instructed staff to move forward with preparing an Ordinance calling for a bond election. The improvements for Downtown requested by the Committee included sidewalks, electrical system upgrades, and centralized garbage collection sites for merchants. The electrical improvements and garbage sites will be funded through the CIP using available funds. The sum of \$435,000 identified by the Committee for Downtown has been added to the Sidewalk Proposition.

Robert Dransfield with Norton Rose Fulbright US LLP, acting as our Bond Counsel, has assisted us with creating a resolution calling for a November 2023 election. This resolution reflects the desire of the Council to present individual propositions for public consideration. The proposed Propositions are as follows:

Proposition A	Airport Improvements	\$7,300,000
Proposition B	Three new Fire Stations	\$16,730,000
Proposition C	Storm Drainage	\$5,900,000
Proposition D	Sunset Cemetery Improvements	\$425,000
Proposition E	Park Improvements	\$2,200,000
Proposition F	Street Improvements	\$10,000,000
Proposition G	Sidewalk Improvements	\$1,435,000

The duration of each bond issuance is determined by Council at the time of the sale but can be no more than 30 years under this resolution.

City Council must pass a Resolution by August 21, 2023, to call for a bond election in November of 2023.

FINANCIAL:

Anticipated costs can include an engineering consultant, architectural studies, a bond attorney, a financial advisor, and election administration. The total cost is unknown at this time, however, it is anticipated to be less than \$100,000.

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

Infrastructure

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

ATTACHMENTS: 1. PowerPoint Presentation
2. NACOGDOCHES ELECTION 2023 - Resolution Calling Election
080923 finalized version (3)

GENERAL OBLIGATION BOND RESOLUTION



SLATE OF PROPOSED PROPOSITIONS

AREA	DESCRIPTION	AMOUNT
Airport	New Terminal, Fuel Center, Apron, Access Road, and Parking	\$7,300,000
Fire Stations	Relocate Fire Stations 1 and 3. Consolidate Fire Stations 2 & 5 into a new Central Fire Station.	\$16,730,000
Storm Drainage	Critical Storm Drainage Reconstruction (Tier 1 and Select Tier 2 projects)	\$5,900,000
Facilities	Sunset Cemetery Office and Equipment	\$425,000
Parks	General Upgrades of Playgrounds, Restrooms, and Fitness Stations	\$2,200,000
Streets	City Wide Street Rebuild (Tier 1 and Select Tier 2 projects)	\$10,000,000
Sidewalks	New and repaired sidewalks in various locations including Downtown.	

TOTAL \$43,990,000

SCHEDULE FOR BOND ELECTION 2023

August 15	Council to adopt Resolution calling for bond election
August 21	Last day for Council to adopt Ordinance calling for bond election
October 23	First day early voting
November 7	Election Day

USABLE LIFE FOR CAPITAL PROJECTS

Airport

Pavements – 15 years

Structures – 50 years

Fire Stations

Structures – 50 years

Site 20 – 30 years

Cemetery Bldg

Structures – 50 years

Parks

Playgrounds - 10 years

Restrooms – 20+ years

Streets

Minor Repairs – 15 years

Repave – 20 years

Sidewalks

Minor repairs – 20 years

RESOLUTION NO. 1349-08-23

A RESOLUTION ordering a bond election to be held in the City of Nacogdoches, Texas, making provisions for the conduct of the election and resolving other matters incident and related to such election.

WHEREAS, the City Council (the “Council”) of the City of Nacogdoches, Texas (the “City”) hereby finds that an election (the “Election”) should be held to determine whether said governing body shall be authorized to issue bonds of said City in the amount and for the purposes hereinafter identified;

WHEREAS, the Council hereby finds and determines that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

WHEREAS, the Council hereby finds and determines that the calling and holding the Election is in the best interests of the residents of the City; now, therefore,

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

SECTION 1: The Election shall be held on the 7th day of November, 2023 (“Election Day”), in the City of Nacogdoches, Texas, which date is not less than seventy-eight (78) nor more than ninety (90) days from the date of the adoption hereof and is a uniform election date pursuant to Texas Election Code, Section 41.001, for the purpose of submitting the following propositions:

PROPOSITION A

“SHALL the City Council of the City of Nacogdoches, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$7,300,000 for permanent public improvements and public purposes, to wit: designing, developing, engineering, constructing, enlarging, improving and equipping airport improvements at the City’s airport, including runways, taxiways, roadways, terminal buildings, aprons, fuel centers, parking lots, and other facilities incident and related to the operation of the City’s airport and acquiring lands, interests in lands, and rights-of-way related thereto; such bonds to mature serially or otherwise over a period not to exceed thirty (30) years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge and cause to be assessed and collected, annual and ad valorem taxes, within the limitations prescribed by law, on all taxable property in the City sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION B

“SHALL the City Council of the City of Nacogdoches, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$16,730,000 for permanent public improvements and public purposes, to wit: engineering, renovating, repairing, replacing, constructing, developing, improving, expanding, equipping and acquiring any needed land and rights-of-way for firefighting facilities to replace the existing Fire Station 1 and Fire Station 3 and for a new central fire station to replace the existing Fire Station 2 and Fire Station 5; such bonds to mature serially or otherwise over a period not to exceed thirty (30) years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed,

floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge and cause to be assessed and collected, annual and ad valorem taxes, within the limitations prescribed by law, on all taxable property in the City sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION C

“SHALL the City Council of the City of Nacogdoches, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$5,900,000 for permanent public improvements and public purposes, to wit: renovating, repairing, replacing, constructing, developing, improving, expanding, equipping and acquiring any needed land and rights-of-way for storm drainage facilities and improvements; such bonds to mature serially or otherwise over a period not to exceed thirty (30) years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge and cause to be assessed and collected, annual and ad valorem taxes, within the limitations prescribed by law, on all taxable property in the City sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION D

“SHALL the City Council of the City of Nacogdoches, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$425,000 for permanent public improvements and public purposes, to wit: constructing, improving, expanding, furnishing, and equipping the City’s Sunset Cemetery facilities; such bonds to mature serially or otherwise over a period not to exceed thirty (30) years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge and cause to be assessed and collected, annual and ad valorem taxes, within the limitations prescribed by law, on all taxable property in the City sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION E

“SHALL the City Council of the City of Nacogdoches, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$2,200,000 for permanent public improvements and public purposes, to wit: renovating, repairing, replacing, constructing, developing, improving, expanding, furnishing, equipping and acquiring any needed land and rights-of-way for park and recreational facilities, including playgrounds, restrooms, and fitness stations; such bonds to mature serially or otherwise over a period not to exceed thirty (30) years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge and cause to be assessed and collected, annual and ad valorem taxes, within the limitations prescribed by law, on all taxable property in the City

sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION F

“SHALL the City Council of the City of Nacogdoches, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$10,000,000 for permanent public improvements and public purposes, to wit: developing, engineering, constructing, reconstructing, improving, repairing, extending, expanding and enhancing streets, thoroughfares, alleys, bridges, intersections, and other public ways, including traffic controls, grade separations, street lighting, , necessary and related storm drainage facilities and improvements, and the acquisition of any needed land and rights-of-way therefor; such bonds to mature serially or otherwise over a period not to exceed thirty (30) years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge and cause to be assessed and collected, annual and ad valorem taxes, within the limitations prescribed by law, on all taxable property in the City sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION G

“SHALL the City Council of the City of Nacogdoches, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$1,435,000 for permanent public improvements and public purposes, to wit: developing, engineering, constructing, reconstructing, improving, repairing, extending, expanding and enhancing sidewalks within the City and the acquisition of any needed land and rights-of-way therefor; such bonds to mature serially or otherwise over a period not to exceed thirty (30) years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge and cause to be assessed and collected, annual and ad valorem taxes, within the limitations prescribed by law, on all taxable property in the City sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

SECTION 2: Pursuant to an agreement with the Nacogdoches County Elections Department, the election shall be conducted by the Nacogdoches County Elections Department in accordance with the provisions of the agreement for election services (the “Contract”). On Election Day, the polls shall be open from 7:00 a.m. to 7:00 p.m. at the locations designated by the Election Administrator in accordance with the Contract. The locations of such polling places on Election Day are set forth in Exhibit A which is attached hereto and incorporated herein by reference as a part of this Resolution for all purposes. Exhibit A shall be modified to include additional or different Election Day polling places designated by the Election Administrator and to conform to the Contract.

SECTION 3: The locations, dates and times for early voting for this election shall be as shown in Exhibit B, which is attached hereto and incorporated herein by reference as a part hereof for all purposes. Vicki Wood, Nacogdoches County Elections Administrator, is hereby appointed early voting clerk and shall appoint and designate deputy clerks for early voting in accordance with the Contract.

For purposes of processing ballots cast in early voting, the election officer for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contract. Exhibit B shall be modified to include additional or different early voting polling places designated by the Election Administrator and to conform to the Contract.

SECTION 4: The Central Counting Station for the tabulation and counting of ballots for this election shall be located at Nacogdoches County Annex Building – 203 W. Main Street, Nacogdoches, Texas 75961, and the Manager, Tabulation Supervisor, Presiding Judge and Alternate Presiding Judge at such Central Counting Station shall be determined, appointed and designated in accordance with the provisions of the election services agreement with Nacogdoches County. The Manager and Presiding Judge of the Central Counting Station may appoint clerks to serve at such Station, as provided by Texas Election Code, Section 127.006.

SECTION 5: A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting. Such voting system shall comply with Texas and federal laws establishing the requirement for a voting system that is equipped for disabled individuals. Pursuant to Section 61.012, as amended, Texas Election Code, the Elections Administrators shall provide at least one accessible voting system in each polling place used in the Election.

SECTION 6: The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote “FOR” or “AGAINST” the aforesaid propositions which shall appear on the ballot substantially as follows:

Proposition A

“THE ISSUANCE OF \$7,300,000 GENERAL OBLIGATION BONDS FOR THE CITY’S AIRPORT FACILITIES AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS”

Proposition B

“THE ISSUANCE OF \$16,730,000 GENERAL OBLIGATION BONDS FOR THREE NEW FIRE STATIONS AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”

Proposition C

“THE ISSUANCE OF \$5,900,000 GENERAL OBLIGATION BONDS FOR STORM DRAINAGE AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”

Proposition D

“THE ISSUANCE OF \$425,000 GENERAL OBLIGATION BONDS FOR THE CITY’S SUNSET CEMETERY FACILITIES AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”

Proposition E

“THE ISSUANCE OF \$2,200,000 GENERAL OBLIGATION BONDS FOR PARKS AND RECREATION FACILITIES AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”

Proposition F

“THE ISSUANCE OF \$10,000,000 GENERAL OBLIGATION BONDS FOR STREET IMPROVEMENTS AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”

Proposition G

“THE ISSUANCE OF \$1,435,000 GENERAL OBLIGATION BONDS FOR SIDEWALK IMPROVEMENTS AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”

SECTION 7: All resident qualified electors of the City shall be permitted to vote at said election, and on the day of the election, such electors shall vote at the polling place designated for the election precinct in which they reside or at a vote center, as applicable. This election shall be held and conducted in accordance with the provisions of Texas Election Code and Texas Government Code, Chapter 1251, and as may be required by law, all election materials and proceedings shall be printed in English and Spanish.

SECTION 8: Notice of election, including a Spanish translation thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the City, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Ordinance and the voter information document as shown in Exhibit C, including a Spanish translation thereof, shall be posted (i) at City Hall not less than 21 days prior to Election Day; (ii) at three additional public places within the City not less than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the City’s internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the City’s internet website not less than 21 days prior to Election Day.

SECTION 9: In accordance with Section 3.009(b)(5) and (7) through (9) of the Texas Election Code, the City, as of the date of the adoption of this Resolution, had outstanding an aggregate principal amount of debt equal to \$20,277,000; the aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled \$1,503,515; and the City levied an ad valorem debt service tax rate for its outstanding debt obligations of \$0.0108 per \$100 of taxable assessed valuation. Based on the bond market conditions on the date of the adoption of this Resolution, the maximum interest rate for any series of bonds authorized at the Election is 5.00% (expressed as a net effective interest rate applicable to any such series of bonds). The bonds that are the subject of this Election shall mature serially or otherwise overall a specified number of years (not more than thirty (30) years from their date of issuance), though the City estimates that, based on current bond market conditions, such bonds will amortize over a twenty five (25)-year period from their respective date of issue. The foregoing estimated interest rate and amortization period are only estimates, provided for Texas statutory compliance, and do not serve as a cap on the interest rate or the amortization period for bonds that are the subject of the Election.

SECTION 10: This Resolution shall incorporate the provisions of the Contract, and to the extent of any conflict between this Resolution and the Contract, the provisions of the Contract shall control. The Mayor, City Manager, City Secretary or other appropriate official, is hereby authorized to correct, modify or change the exhibits to this Resolution based upon the final locations and times agreed upon by the elections department and the City.

SECTION 11. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this the 15th day of August, 2023.

Mayor
City of Nacogdoches, Texas

ATTEST:

City Secretary
City of Nacogdoches, Texas

(City Seal)

EXHIBIT A

November 7, 2023

ELECTION DAY VOTING LOCATIONS

Location of Election Day Polling Places <i>(Ubicación de las casillas electorales el Día de Elección)</i>	Precinct Numbers <i>(Número de precinto)</i>
Beck Building - 720 Seventh St. - Cushing, TX 75760	12
First Baptist Church Douglass – 15122 W ST Hwy 21 - Douglass, TX 75943	13
Central Heights ISD - 10317 N US Hwy. 259 - Nacogdoches, TX 75965	14
First Baptist Church Garrison - 276 W Magnolia St. - Garrison, TX 75946	15
Bethel Baptist Church - 429 Happyland Rd. - Nacogdoches, TX 75965	16
Nacogdoches County Expo Center - 3805 NW Stallings Dr. - Nacogdoches, TX 75961	21
C. L. Simon Recreation Center - 1112 North St. - Nacogdoches, TX 75961	24
Perritte Memorial United Methodist Church – 1025 Durst St. - Nacogdoches, TX 75964	26
E. J. Campbell Admin. Building - 420 S Shawnee St. - Nacogdoches, TX 75961	27
North Street Church of Christ - 3914 North St. - Nacogdoches, TX 75965	32
Calvary Baptist Church - 3732 NE Stallings Dr. - Nacogdoches, TX 75965	33
University Baptist Church - 2505 North St. – Nacogdoches, TX 75965	34
Emeline Carpenter Elementary School - 5209 SE Stallings Dr. - Nacogdoches, TX 75961	41
A. L. Mangham Jr. Airport - Pilot's Lounge - 556 Terry Crawford Dr. - Nacogdoches, TX 75964	42
New Hope Congregational Methodist Church - 5301 E Main St. - Nacogdoches, TX 75961	43
Woden ISD - 5263 FM 226 - Nacogdoches, TX 75961	44
Martinsville Baptist Church – 10892 FM 95 N - Nacogdoches, TX 75961	45
Chireno Community Center - 715 Main St. - Chireno, TX 75937	46
Etoile Volunteer Fire Department – 2506 ST Hwy 103 - Etoile, TX 75944	47

EXHIBIT B

EARLY VOTING LOCATIONS, DATES AND HOURS

Early voting begins October 23, 2023 and ends on November 3, 2023.

Applications for ballot by mail shall be requested from and mailed to the Nacogdoches County Elections Office, 203 W. Main Street, Suite 113, Nacogdoches, TX 75961.

Applications for ballots by mail must be received no later than the close of business on October 27, 2023.

Polling Place	Address
Nacogdoches County Annex Building	203 W. Main Street Nacogdoches, Texas 75961

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	10/23/2023 Early Voting 8am – 5pm	10/24/2023 Early Voting 8am – 5pm	10/25/2023 Early Voting 8am – 5pm	10/26/2023 Early Voting 8am – 5pm	10/27/2023 Early Voting 8am – 5pm	
	10/30/2023 Early Voting 8am – 5pm	10/31/2023 Early Voting 8am – 5pm	11/1/2023 Early Voting 8am – 5pm	11/2/2023 Early Voting 7am – 7pm	11/3/2023 Early Voting 7am – 7pm	

EXHIBIT C
VOTER INFORMATION DOCUMENT

City of Nacogdoches, Texas Proposition A:

☐ FOR (a favor)	“THE ISSUANCE OF \$7,300,000 GENERAL OBLIGATION BONDS FOR THE CITY’S AIRPORT FACILITIES AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS”.
☐ AGAINST (en contra)	

principal of debt obligations to be authorized	\$7,300,000
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estimated interest for the debt obligations to be authorized presuming an interest rate of 4.50%	\$3,961,950
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estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized if amortized over 20 years	\$11,261,950
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as of the date the election was ordered, principal of all outstanding debt obligations	\$20,277,000
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as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$1,503,515
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estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 12 years	\$21,780,515
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estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved.	\$27.30
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This figure assumes the amortization of the City’s debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the City; changes in estimated future appraised values within the political subdivision; and the assumed interest rate on the proposed debt obligations.

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City of Nacogdoches, Texas Proposition B:

☐ FOR (a favor) ☐ AGAINST (en contra)	“THE ISSUANCE OF \$16,730,000,000 GENERAL OBLIGATION BONDS FOR THREE NEW FIRE STATIONS AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”
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principal of debt obligations to be authorized	\$16,730,000
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estimated interest for the debt obligations to be authorized presuming an interest rate of 4.75%	\$12,314,810
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estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized if amortized over 25 years	\$29,044,810
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as of the date the election was ordered, principal of all outstanding debt obligations	\$20,277,000
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as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$1,503,515
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estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 12 years	\$21,780,515
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estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved.	\$56.00
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This figure assumes the amortization of the City’s debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the City; changes in estimated future appraised values within the political subdivision; and the assumed interest rate on the proposed debt obligations.

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City of Nacogdoches, Texas Proposition C:

☐ FOR (a favor) ☐ AGAINST (en contra)	"THE ISSUANCE OF \$5,900,000 GENERAL OBLIGATION BONDS FOR STORM DRAINAGE AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS."
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principal of debt obligations to be authorized	\$5,900,000
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estimated interest for the debt obligations to be authorized presuming an interest rate of 4.75%	\$4,345,142
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estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized if amortized over 25 years	\$10,245,142
--	--------------

as of the date the election was ordered, principal of all outstanding debt obligations	\$20,277,000
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as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$1,503,515
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estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 12 years	\$21,780,515
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estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved.	\$19.70
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This figure assumes the amortization of the City's debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the City; changes in estimated future appraised values within the political subdivision; and the assumed interest rate on the proposed debt obligations.

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City of Nacogdoches, Texas Proposition D:

☐ FOR (a favor) ☐ AGAINST (en contra)	"THE ISSUANCE OF \$425,000 GENERAL OBLIGATION BONDS FOR THE CITY'S SUNSET CEMETERY FACILITIES AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS."
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principal of debt obligations to be authorized	\$425,000
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estimated interest for the debt obligations to be authorized presuming an interest rate of 4.75%	\$312,095
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estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized if amortized over 25 years	\$737,095
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as of the date the election was ordered, principal of all outstanding debt obligations	\$20,277,000
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as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$1,503,515
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estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 12 years	\$21,780,515
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estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved.	\$1.50
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This figure assumes the amortization of the City's debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the City; changes in estimated future appraised values within the political subdivision; and the assumed interest rate on the proposed debt obligations.

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City of Nacogdoches, Texas Proposition E:

☐ FOR (a favor) ☐ AGAINST (en contra)	“THE ISSUANCE OF \$2,200,000 GENERAL OBLIGATION BONDS FOR PARKS AND RECREATION FACILITIES AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”
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principal of debt obligations to be authorized	\$2,200,000
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estimated interest for the debt obligations to be authorized presuming an interest rate of 4.50%	\$1,195,350
--	-------------

estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized if amortized over 20 years	\$3,395,350
--	-------------

as of the date the election was ordered, principal of all outstanding debt obligations	\$20,277,000
--	--------------

as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$1,503,515
---	-------------

estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 12 years	\$21,780,515
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estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved.	\$8.10
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This figure assumes the amortization of the City’s debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the City; changes in estimated future appraised values within the political subdivision; and the assumed interest rate on the proposed debt obligations.

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City of Nacogdoches, Texas Proposition F:

☐ FOR (a favor) ☐ AGAINST (en contra)	"THE ISSUANCE OF \$10,000,000 GENERAL OBLIGATION BONDS FOR STREET IMPROVEMENTS AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS."
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principal of debt obligations to be authorized	\$10,000,000
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estimated interest for the debt obligations to be authorized presuming an interest rate of 4.50%	\$5,429,850
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estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized if amortized over 20 years	\$15,429,850
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as of the date the election was ordered, principal of all outstanding debt obligations	\$20,277,000
--	--------------

as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$1,503,515
---	-------------

estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 12 years	\$21,780,515
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estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved.	\$37.30
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This figure assumes the amortization of the City's debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the City; changes in estimated future appraised values within the political subdivision; and the assumed interest rate on the proposed debt obligations.

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City of Nacogdoches, Texas Proposition G:

☐ FOR (a favor) ☐ AGAINST (en contra)	“THE ISSUANCE OF \$1,435,000 GENERAL OBLIGATION BONDS FOR SIDEWALK IMPROVEMENTS AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”
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principal of debt obligations to be authorized	\$1,435,000
--	-------------

estimated interest for the debt obligations to be authorized presuming an interest rate of 4.50%	\$778,031
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estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized if amortized over 20 years	\$2,213,031
--	-------------

as of the date the election was ordered, principal of all outstanding debt obligations	\$20,277,000
--	--------------

as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$1,503,515
---	-------------

estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 12years	\$21,780,515
---	--------------

estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved.	\$5.30
---	--------

This figure assumes the amortization of the City’s debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the City; changes in estimated future appraised values within the political subdivision; and the assumed interest rate on the proposed debt obligations.

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PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and SCS Engineers for professional engineering services on the Landfill Permit Modification for Reconfiguration of Block O in a not-to-exceed amount of \$60,000.00. (Assistant Director of Public Works)

SUMMARY/BACKGROUND: Staff has reviewed the need for upcoming expansions at the landfill, including permitting new cells and blocks. We continue to look at ways for the landfill to be cost effective and provide safe and secure disposal for our City. Our goal is to extend the life of the landfill for as many decades as possible with the smallest footprint.

Staff has discussed the benefit of seeking a permit modification to reconfigure a portion of the base grade and final grade for one of the landfill blocks (Block O). This will reduce construction costs in the next cell area, which will be developed within the next few years. Staff has selected SCS Engineers to provide engineering services for this permit modification because of their extensive experience and expertise in landfill engineering. SCS Engineers has a long history of designing successful landfill projects for the City.

Under this proposed contract, SCS Engineers will perform three tasks for this permit modification, including:

- Prepare the design, calculations, and revise appropriate permit drawings
- Prepare the permit modification document
- Respond to TCEQ comments

SCS Engineers estimates that this effort will require 90 days to complete.

Lump Sum fees required for this scope of services are as follows:

Task 1 – Base and Final Grade Modifications for Block O	\$40,000
Task 2 – Permit Modification Preparation	\$15,000

Time and Materials fees (hourly)	
Task 3 – Response to TCEQ Comments	\$ 5,000

TOTAL FEE	\$60,000
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FINANCIAL:

Item is budgeted:

Account No.: 31 179.31

Account Name: *Sanitation Fund CIP*

Amount: \$182,135

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

Infrastructure

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

ATTACHMENTS: 1. Contract
2. PowerPoint Slide

**CITY OF NACOGDOCHES
ARCHITECTURAL & ENGINEERING
PROFESSIONAL SERVICES CONTRACT**

This Contract is between the **City of Nacogdoches**, a Texas home-rule municipal corporation, (the “City”) and **SCS Engineers** (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
Scope of Services**

- 1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit A**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **Landfill Permit Modification for Reconfiguration of Block O** (the “Project”).

**ARTICLE II
Payment**

- 2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Sixty Thousand and 00/100 Dollars (\$ 60,000.00)**.

**ARTICLE III
Time of Performance and Construction Cost**

- 3.01 The Consultant shall complete the professional services within the times set forth in **Exhibit B**. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

- 3.02 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The schedule will also specify payment milestones associated with design tasks.
- 3.03 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services are set forth in the attached Exhibit A. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.04 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.05 Consultant shall be responsible for the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.06 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that Consultant has no control over actual site conditions, cost of labor, materials or equipment, a contractor's methods of determining bid prices, competitive bidding or market conditions. Accordingly, Consultant cannot and does not represent or guarantee that bids or ultimate project costs will not vary from any statement of probable costs.

ARTICLE IV Conceptual Design

- ~~4.01 Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the~~

~~Consultant. The City shall designate a representative to act as the contact person on behalf of the City.~~

- ~~4.02 The Consultant shall determine the Project needs, including, but not limited to, tests, analyses, reports, site evaluations, surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the project phases from Conceptual Design to Construction, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable. Consultant shall generally review the City's available budget for the Project and provide an early opinion of the adequacy of funds for the intended scope of work.~~
- 4.03 The Consultant shall prepare a Conceptual Design permit modification as set forth in Exhibit A in accordance with Texas Administrative Code Chapter 305 and 330 rules that shall include preliminary schematic layouts, alternative ideas, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and/or City Council to make a presentation of its report.

ARTICLE V

Preliminary Design

- ~~5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.~~
- ~~5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate costs for allowances, contingencies, fees, permits, and all other costs involved in constructing the Project and the time required for construction of the Project from commencement to final completion.~~
- ~~5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall provide a Preliminary Engineering Report and meet with the City staff and/or City Council to make a presentation of its Preliminary~~

~~Design of the Project. The Consultant shall provide an explanation of the Preliminary Design and cost estimate and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.~~

ARTICLE VI

Final Design

- ~~6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to civil, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.~~
- ~~6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project. Additionally, Consultant will provide technical criteria, written descriptions and design data for the City's use in filing applications for permits from other governmental authorities or entities. Consultant shall assist the City in the preparation of permits and consultations with other entities having jurisdiction over the Project.~~
- ~~6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.~~
- ~~6.04 The Consultant shall provide the City with complete construction design plans and contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and/or the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design and cost estimate.~~

ARTICLE VII

Bid Preparations & Evaluation

- ~~7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet~~

~~with City staff and/or the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.~~

~~7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. The Consultant shall also review the qualifications and references of the lowest responsible bidder. A written evaluation of the bids shall be provided to the City by Consultant and shall include any bidding irregularities subject to waiver. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.~~

~~7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.~~

ARTICLE VIII

Construction Administration

~~8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction or warranty period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.~~

~~8.02 The Consultant shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.~~

~~8.03 Resident Project Representative (RPR): The Consultant shall provide the services of an RPR to support more frequent and extensive observations of the contractor's work. The presence of the RPR will not diminish the responsibilities of the Consultant's design professionals to provide site visits to monitor the progress of the project. Duties and responsibilities of the RPR include:~~

~~a. The RPR will generally deal directly with the contractor and report to the Consultant, who in turn will report to the City. The RPR works under the direction of the Consultant. The RPR may communicate directly with the City, but only with the knowledge of the Consultant.~~

~~b. The RPR will not normally direct the work of the contractor but shall observe its compliance with the plans and specifications and report such directly to the~~

~~Consultant. The RPR can communicate any concerns directly to the contractor, but all observed conditions will always be given to the Consultant as well.~~

- ~~c. If the RPR observes unsafe conditions, or other potentially hazardous conditions that might risk life and safety to anyone, he/she will immediately report such to the contractor, Consultant and City. In such circumstances, the RPR will have the authority to stop the work of the contractor until the issue can be resolved.~~
 - ~~d. The RPR shall, on behalf of the Consultant, make and keep as-built drawings in the field to record any variances from the original designs shown in plans and specifications.~~
 - ~~e. The RPR shall keep and maintain inspection reports for each day he/she is present on the project site. These reports shall be made available to the City at the end of the project. The daily reports shall include times of observations, activities observed, materials used or delivered to the job, problems encountered and solutions or adjustments made in the field.~~
 - ~~f. The RPR shall review pay estimates from the contractor, on behalf of the Consultant, to verify the quantity and quality of work requested for payment. At no time will the RPR approve pay estimates, contract addendums, modifications, or change orders involving changes in the contract price.~~
 - ~~g. The RPR shall be present to observe and witness all testing of on-site equipment and installed materials under the direction of the Consultant.~~
- ~~8.04 The Consultant shall keep the City informed of the progress and quality of the work through periodic project meetings and written monthly status reports. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.~~
- ~~8.05 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.~~
- ~~8.06 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.~~

- ~~8.07 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.~~
- ~~8.08 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections, observations, and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.~~
- ~~8.09 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.~~
- ~~8.10 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.~~
- ~~8.11 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.~~
- ~~8.12 The Consultant shall recommend and prepare change orders, work directives and clarification notices on behalf of the City but shall not execute and issue such documents or otherwise alter the financial scope of the Project without an advance, written authorization from the City.~~
- ~~8.13 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.~~
- ~~8.14 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.~~

ARTICLE IX
Change Orders & Documents & Materials

- 9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid to Consultant except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project, except upon the prior written approval from authorized personnel of the City.
- 9.02 a. When the original contract amount plus all change orders is less than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.
- b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order. For such contracts, when a change order exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.
- c. **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services ~~or the right to payment for such additional services shall be waived.~~** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.
- 9.03 ~~The Consultant shall furnish the City _____ () sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City _____ () sets of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's work product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.~~

ARTICLE X
Warranty, Indemnification & Release

- 10.01 Pursuant to Section 271.904(d) of the Texas Local Government Code, the Consultant shall perform the services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary skill and care of a competent engineer or architect. ~~The Consultant warrants that the information provided by the Consultant, the design, the preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar circumstances and professional license.~~ Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.
- 10.02 The Consultant shall promptly correct any ~~defective~~ designs or specifications furnished by the Consultant which do not meet the standard of care set forth in paragraph 10.01 above at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.
- 10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.
- 10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be ~~solely~~ responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, and subcontractors, ~~invitees, licensees, and other persons.~~

- 10.05 INDEMNITY. THE CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND/OR EMPLOYEES, ~~REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES~~ (SEPARATELY AND COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS “INDEMNITEE”), FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILFULL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY AND OTHERWISE RELATED TO CONSULTANT’S FAILURE OF PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR ITS AGENTS, EMPLOYEES, SUB-CONTRACTORS, ORDER FULFILLERS, OR CONSULTANTS UNDER CONTRACT TO CONSULTANT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT.**
- 10.06 CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONSULTANT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR THE CITY’S AND /OR CONSULTANT’S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE CITY BY CONSULTANT ~~OR OTHERWISE TO WHICH THE CITY HAS ACCESS AS A RESULT OF CONSULTANT’S PERFORMANCE UNDER THE CONTRACT.~~**
- 10.07 CONSULTANT AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM UNDER 10.05 OR 10.06. CONSULTANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS’ FEES. THE DEFENSE OF ANY LAWSUIT SHALL BE COORDINATED BY THE CONSULTANT WITH THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND CONSULTANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. IF THE CITY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONSULTANT OR IF THE CITY IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, THE CITY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE**

CONSULTANT WILL PAY ALL REASONABLE COSTS OF THE CITY'S COUNSEL.

~~10.08 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.~~

10.09 The indemnities in this Article 10 are intended to comply with Texas Code 271.904. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05, 10.06, 10.07 and 10.08 such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI Insurance

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

ARTICLE XII Use of Drawings, Specifications and Other Documents

12.01 The drawings, specifications and other documents prepared by the Consultant and Consultant's sub-consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's drawings, specifications and other documents.

12.02 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and

other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its sub-consultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

- 12.03 In the event of termination of this Contract for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 12.04 The details of the drawings relating to this Project and other general non-project specific information may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII

Termination

- 13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days' written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. To the extent of funds appropriated or otherwise legally available for such purposes, the Consultant shall be compensated only for the services properly performed prior to the termination date.
- 13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice to the Consultant. The Consultant will be compensated for the services properly performed prior to the termination date.
- 13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV
Miscellaneous Terms

- 14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.
- 14.02 The City, or if State funds are used to pay any part of this contract, the State Auditor, may conduct an audit or investigation of any entity receiving funds directly under this contract or indirectly through a subcontract under the contract. Acceptance of funds under the contract or through a subcontract under the contract acts as acceptance of the authority of the City or the State Auditor to conduct an audit or investigation. Consultant agrees to cooperate and must provide the City and/or State Auditor with access to any information the City and/or State Auditor considers relevant to the investigation or audit. The Consultant agrees to refund to the City any overpayments disclosed by any such audit.
- 14.03 The Consultant shall retain all such records for a period of four (4) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
- 14.04 Consultant hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, Business and Commerce Code Ann., Section 15.01, et seq.
- 14.05 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:
- City of Nacogdoches
Attn: City Manager
202 East Pilar Street
P.O. Box 635030
Nacogdoches, Texas 75961
- Consultant:
SCS Engineers
Attn: Jeff Reed
12651 Briar Forest Drive, Suite 205
Houston, Texas 77077
- 14.06 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

- 14.07 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 14.08 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.
- 14.09 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 14.10 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Nacogdoches, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary ~~permits and~~ licenses required in completing the work and providing the services required by this Contract.
- 14.11 **Contractor Affirmations:** If this contract is funded in whole or in part by money from the State of Texas, State law requires the following certifications, representations and/or warranties. Regardless of funding by the State, by signature hereon affixed, the Contractor hereby certifies that:
- (a) Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
 - (b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
 - (c) **Antitrust.** Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - (d) **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and

the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions>.

- (e) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- (f) **Convictions.** Under Sections 2155.006, 2155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.
- (g) **COVID Vaccinations.** Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.
- (h) **Boycotts.** (a) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract.

(b) To the extent this Contract has a value of \$100,000 or more and Contractor is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Contractor certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).

- 14.12 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.
- 14.13 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed. The parties may execute this Contract in duplicate originals, each of equal dignity.

14.14 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

SCS ENGINEERS

12651 Briar Forest Drive, Suite 205
Houston, Texas 77077

By: _____
Printed Name: _____
Title: _____
Date: _____
Firm Registration No.: _____

CITY OF NACOGDOCHES

P. O. Box 635030
Nacogdoches, Texas 75963-5030

By: _____
Printed Name: _____
Title: City Manager
Date: _____

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

Exhibit A

Scope of Services

Preparation of a landfill permit modification to reconfigure a portion of the base grade and final grade for Block O to reduce construction cost in the next cell area. Overall landfill capacity will remain unchanged. This project will consist of three (3) tasks: one to prepare the design, calculations and revise appropriate permit drawings; a second to prepare the permit modification document and a third to respond to TCEQ comments. Consultant shall initiate Task 1 immediately upon receipt of notice to proceed. Consultant plans to submit a draft of the permit modification to the City for review and comment within 90 days of notice to proceed.

Task 1 – Base and Final Grade Modifications for Block O

Consultant shall prepare a notice permit modification in accordance with the requirements of 30 TAC 305.70(k)(8) and (9). The Block O, Cells 3 and 4 base grades will be regraded to reduce overexcavation. The final grades of Block O will be revised to offset the waste capacity increase from the base grade revisions. Overall landfill airspace will not be increased, the base grade depths will not be increased below the permitted maximum excavation depths, the perimeter groundwater and gas monitoring system will remain unchanged, the peak landfill height will not increase and the perimeter drainage system will remain unchanged. The Consultant will review and possibly update appropriate design calculations for the underdrain design and sizing of add-on berms, downdrains and ditches.

- The Consultant will prepare the following drawing revisions:
 - Site Layout Plan Attachments 1A, 1B
 - Fill Cross Sections Attachments 2G, 2X-1, 2Y
 - Drainage Plan Attachment 6B
 - Final Contour Map Attachment 7A
 - SLQCP Attachments 10D-1
 - Leachate Collection System Attachment 15-1, 15-2
- The Consultant will revise the volume for Block O on page 63 of the SDP.
- The Consultant will prepare revisions to Attachment 6, if applicable, including:
 - Revised rational method calculations for the proposed peak flow rates
 - Revised hydraulic calculations for the perimeter channel system, top and side slope drainage terraces and rundown channels
 - Soil erosion loss calculations for top surfaces and side slopes
- The Consultant will prepare revisions to Attachment 10, Appendix 10D – Underdrain Plan
- The Consultant will prepare revisions to Attachment 10, Appendix 10E-2 – HELP Model Analysis
- The Consultant will prepare revisions to Attachment 12, Closure Plan, including Appendix C – Slope Stability Analysis
- The Consultant will prepare revisions to Attachment 15, Leachate and Contaminated Water Plan, including:
 - Appendix G – Leachate Generation Model – Block O

- Appendix H – Leachate collection pipe strength and pipe flow in Block O, if needed.
- Airspace Calculations

Settlement Calculations were not found in the permit, but may be requested by TCEQ.

Task 2 – Permit Modification Preparation

The Consultant shall prepare the permit modification justification letter to include description of the above referenced revisions. The Consultant shall prepare an application form for Municipal Solid Waste Permit or Registration Modification and an application fee letter. In addition, the Consultant shall copy the entire permit modification to .pdf format for website posting in accordance with TCEQ requirements for modifications requiring notice. The Consultant does not anticipate requiring any meetings with the TCEQ review team to discuss the modification.

Task 3 – Address TCEQ Comments for Grading Modification

The Consultant shall prepare responses to TCEQ review comments, if any, on the permit modification submittal prepared in Task 2. Since the complexity and scope of the TCEQ's comments are difficult to estimate, the Consultant has included staff time for minor comments. Should additional monies be required to address TCEQ comments beyond this task budget, the Consultant shall prepare an additional scope and budget for the City's authorization.

Additional Services

The preceding Scope of Services has been developed based on the Consultant's understanding of the project. The following is a list of additional services (not included in the current scope) for the City's current and future consideration:

- Settlement analysis is not provided in the permit. TCEQ may request this as a comment.
- Mapping and Surveying: It is assumed the City will develop the adjacent landowner list and map.
- Activities including studies, calculations, meetings, etc. beyond the scope discussed above are not included in the current scope.
- Public Notice: The City has historically prepared the public notices for distribution to the adjacent landowners and interested and affected parties provided by the TCEQ. The list and map of adjacent landowners will be provided by the City. The Certification of Notice will be prepared by the City.

Exhibit B
Payment Terms and Schedule

Compensation for services shall be as outlined below:

Lump Sum Services

Task 1: Base and Final Grade Modifications for Block O \$ 40,000

Task 2: Permit Modification Preparation \$ 15,000

Subtotal \$ 55,000

Time and Materials Services (hourly, rate schedule attached)

Task 3: Response to TCEQ Comments

Subtotal \$ 5,000 (Not to Exceed)

Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (**\$ 60,000**).

The Consultant must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Exhibit C

Insurance Requirements

During the term of this Contract all Consultants' insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation
 - D. Professional Liability

- II. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as **Exhibit D**, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

- III. General Requirements Applicable to All Policies
 - A. Only insurance carriers licensed and authorized to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance.
 - C. "Claims made" policies will not be accepted, except for Professional Liability insurance.
 - D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Nacogdoches.
 - E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.
 - F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

IV. Commercial (General) Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- C. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- D. The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- E. The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

V. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

VI. The worker's compensation insurance requirements:

- 1. Employer's Liability shall be no less than the required statutory minimum limits for each accident, each disease and cover all employees of Consultant, the Consultant, and all employees of any and all subconsultants or subcontractors of Consultant providing services on the Project.
- 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of

- Nacogdoches when requested.
- C. Policy must include availability of a two-year extended reporting period.
- D. Retroactive date must be shown on certificate.

Exhibit D
Certificates of Insurance

LANDFILL PERMIT MODIFICATION – RECONFIGURATION OF BLOCK O CONTRACT FOR ENGINEERING SERVICES



SCS ENGINEERS

Houston, Texas

Long successful history of projects for the City. Specialist in landfill design.

LANDFILL PERMIT MODIFICATION

• Base and Final Grade Modifications for Block O	\$40,000
• Permit Modification Preparation	\$15,000
• Response to TCEQ Comments (hourly)	<u>\$ 5,000</u>
TOTAL	\$60,000



PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and KSA Engineers for professional engineering services for the FM 1878 Lift Station Improvements Project, for a fee not-to-exceed \$149,500.00. (Assistant Director of Public Works)

SUMMARY/BACKGROUND: The City's sanitary sewer system is comprised of 293 miles of sloped collection lines, which transport sewer to the wastewater treatment plant (WWTP) by gravity flow. When a line becomes too deep to continue, lift stations are used to pump the wastewater to a higher elevation so that it can continue to the WWTP through the pipe network. The City operates twelve (12) lift stations as part of the sewer collection system. The lift station east of the loop along FM 1878 is in need of improvements. Incoming power to the lift station is single-phase and uses a specialized converter which is very problematic. The new lift station will include the extension of three-phase power by Oncor to the site. Three-phase electricity is needed to run the large motors and will be significantly more efficient. The controls are also very old and in failing condition, needing upgrade. The station has required increased maintenance and even manual operation, far in excess of normal, prompting the need for replacement.

KSA Engineers was selected as the most qualified consultant to provide professional services for this lift station project. KSA's services will include the development of plans and technical specifications for improvements to the lift station including a new precast wet well and valve vault, site work, fencing, associated electrical, and controls, as well as demolition of the existing lift station and elimination of the existing electrical phase converter. KSA will also assist during the bidding phase of the project and provide construction administration services, as well.

All design and bid phase services will be done for a lump sum fee of \$83,750. Construction phase services will be on a time and materials (hourly) basis with a not-to-exceed total of \$63,750. Reimbursables for printing, postage, etc. will be direct costs, not-to-exceed \$2,000. The total maximum authorization is \$149,500 for this contract.

There are adequate funds in the current budget for this project.

FINANCIAL:

Item is budgeted:

Account No.: 30 179.39

Account Name: *Utility Fund CIP*

Amount: \$810,000

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

Infrastructure

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

ATTACHMENTS: 1. Contract
2. PowerPoint Slide

**CITY OF NACOGDOCHES
ARCHITECTURAL & ENGINEERING
PROFESSIONAL SERVICES CONTRACT**

This Contract is between the **City of Nacogdoches**, a Texas home-rule municipal corporation, (the “City”) and **KSA Engineers, Inc.** (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
Scope of Services**

- 1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit A**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **FM 1878 Lift Station Improvements** (the “Project”).

**ARTICLE II
Payment**

- 2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **One Hundred Forty-Nine Thousand Five Hundred and 00/100 (\$ 149,500.00)**.

**ARTICLE III
Time of Performance and Construction Cost**

- 3.01 The Consultant shall complete the professional services within the times set forth in **Exhibit B**. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

- 3.02 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The schedule will also specify payment milestones associated with design tasks.
- 3.03 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.04 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.05 Consultant shall be responsible for the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.06 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost represent the Consultant's best judgment as a design professional familiar with the construction industry.

ARTICLE IV Conceptual Design

- 4.01 Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

- 4.02 The Consultant shall determine the Project needs, including, but not limited to, tests, analyses, reports, site evaluations, surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the project phases from Conceptual Design to Construction, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable. Consultant shall generally review the City's available budget for the Project and provide an early opinion of the adequacy of funds for the intended scope of work.
- 4.03 The Consultant shall prepare a Conceptual Design that shall include preliminary schematic layouts, alternative ideas, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and/or City Council to make a presentation of its report.

ARTICLE V

Preliminary Design

- 5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.
- 5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate costs for allowances, contingencies, fees, permits, and all other costs involved in constructing the Project and the time required for construction of the Project from commencement to final completion.
- 5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall provide a Preliminary Engineering Report and meet with the City staff and/or City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design and cost estimate and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI

Final Design

- 6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to civil, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.
- 6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project. Additionally, Consultant will provide technical criteria, written descriptions and design data for the City's use in filing applications for permits from other governmental authorities or entities. Consultant shall assist the City in the preparation of permits and consultations with other entities having jurisdiction over the Project.
- 6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.
- 6.04 The Consultant shall provide the City with complete construction design plans and contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and/or the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design and cost estimate.

ARTICLE VII

Bid Preparations & Evaluation

- 7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and/or the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.
- 7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall

evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. The Consultant shall also review the qualifications and references of the lowest responsible bidder. A written evaluation of the bids shall be provided to the City by Consultant and shall include any bidding irregularities subject to waiver. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

- 7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII

Construction Administration

- 8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction or warranty period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.
- 8.02 The Consultant shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.
- 8.03 Resident Project Representative (RPR): The Consultant shall provide the services of an RPR to support more frequent and extensive observations of the contractor's work. The presence of the RPR will not diminish the responsibilities of the Consultant's design professionals to provide site visits to monitor the progress of the project. Duties and responsibilities of the RPR include:
- a. The RPR will generally deal directly with the contractor and report to the Consultant, who in turn will report to the City. The RPR works under the direction of the Consultant. The RPR may communicate directly with the City, but only with the knowledge of the Consultant.
 - b. The RPR will not normally direct the work of the contractor but shall observe its compliance with the plans and specifications and report such directly to the Consultant. The RPR can communicate any concerns directly to the contractor, but all observed conditions will always be given to the Consultant as well.
 - c. If the RPR observes unsafe conditions, or other potentially hazardous conditions that might risk life and safety to anyone, he/she will immediately report such to the

contractor, Consultant and City. In such circumstances, the RPR will have the authority to stop the work of the contractor until the issue can be resolved.

- d. The RPR shall, on behalf of the Consultant, make and keep as-built drawings in the field to record any variances from the original designs shown in plans and specifications.
 - e. The RPR shall keep and maintain inspection reports for each day he/she is present on the project site. These reports shall be made available to the City at the end of the project. The daily reports shall include times of observations, activities observed, materials used or delivered to the job, problems encountered and solutions or adjustments made in the field.
 - f. The RPR shall review pay estimates from the contractor, on behalf of the Consultant, to verify the quantity and quality of work requested for payment. At no time will the RPR approve pay estimates, contract addendums, modifications, or change orders involving changes in the contract price.
 - g. The RPR shall be present to observe and witness all testing of on-site equipment and installed materials under the direction of the Consultant.
- 8.04 The Consultant shall keep the City informed of the progress and quality of the work through periodic project meetings and written monthly status reports. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.
- 8.05 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.
- 8.06 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.
- 8.07 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall,

within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

- 8.08 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections, observations, and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.
- 8.09 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.
- 8.10 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.
- 8.11 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.
- 8.12 The Consultant shall recommend and prepare change orders, work directives and clarification notices on behalf of the City but shall not execute and issue such documents or otherwise alter the financial scope of the Project without an advance, written authorization from the City.
- 8.13 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.
- 8.14 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX

Change Orders & Documents & Materials

- 9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid to Consultant except upon the

prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project, except upon the prior written approval from authorized personnel of the City.

9.02 a. When the original contract amount plus all change orders is less than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order. For such contracts, when a change order exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.

c. **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.03 The Consultant shall furnish the City **Three (3)** sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City **One (1)** sets of reproducible, ~~mylar~~ record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's work product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X

Warranty, Indemnification & Release

10.01 Pursuant to Section 271.904(d) of the Texas Local Government Code, the Consultant shall perform the services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary skill and care of a competent engineer or architect. The Consultant warrants that the information

provided by the Consultant, the design, the preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

- 10.02 The Consultant shall promptly correct any defective designs or specifications furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.
- 10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.
- 10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 10.05 INDEMNITY. THE CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES (SEPARATELY AND COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "INDEMNITEE"), FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILFULL**

MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY AND OTHERWISE RELATED TO CONSULTANT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR ITS AGENTS, EMPLOYEES, SUB-CONTRACTORS, ORDER FULFILLERS, OR CONSULTANTS UNDER CONTRACT TO CONSULTANT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT.

- 10.06 CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONSULTANT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR THE CITY'S AND /OR CONSULTANT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE CITY BY CONSULTANT OR OTHERWISE TO WHICH THE CITY HAS ACCESS AS A RESULT OF CONSULTANT'S PERFORMANCE UNDER THE CONTRACT.**
- 10.07 CONSULTANT AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM UNDER 10.05 OR 10.06. CONSULTANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE OF ANY LAWSUIT SHALL BE COORDINATED BY THE CONSULTANT WITH THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND CONSULTANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. IF THE CITY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONSULTANT OR IF THE CITY IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, THE CITY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CONSULTANT WILL PAY ALL REASONABLE COSTS OF THE CITY'S COUNSEL.**
- 10.08 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this**

release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

- 10.09** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05, 10.06, 10.07 and 10.08 such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI

Insurance

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

ARTICLE XII

Use of Drawings, Specifications and Other Documents

- 12.01** The drawings, specifications and other documents prepared by the Consultant and Consultant's sub-consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's drawings, specifications and other documents.
- 12.02** The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop

drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its sub-consultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

- 12.03 In the event of termination of this Contract for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 12.04 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII

Termination

- 13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days' written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. To the extent of funds appropriated or otherwise legally available for such purposes, the Consultant shall be compensated only for the services satisfactorily performed prior to the termination date.
- 13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice to the Consultant. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.
- 13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV

Miscellaneous Terms

- 14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.
- 14.02 The City, or if State funds are used to pay any part of this contract, the State Auditor, may conduct an audit or investigation of any entity receiving funds directly under this contract or indirectly through a subcontract under the contract. Acceptance of funds under the contract or through a subcontract under the contract acts as acceptance of the

authority of the City or the State Auditor to conduct an audit or investigation. Consultant agrees to cooperate and must provide the City and/or State Auditor with access to any information the City and/or State Auditor considers relevant to the investigation or audit. The Consultant agrees to refund to the City any overpayments disclosed by any such audit.

- 14.03 The Consultant shall retain all such records for a period of four (4) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
- 14.04 Consultant hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, Business and Commerce Code Ann., Section 15.01, et seq.
- 14.05 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Nacogdoches
Attn: City Manager
202 East Pilar Street
P.O. Box 635030
Nacogdoches, Texas 75961

Consultant:
KSA Engineers, Inc.
6781 Oak Hill Boulevard
Tyler, Texas 75703

- 14.06 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14.07 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 14.08 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.
- 14.09 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- 14.10 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Nacogdoches, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- 14.11 **Contractor Affirmations:** If this contract is funded in whole or in part by money from the State of Texas, State law requires the following certifications, representations and/or warranties. Regardless of funding by the State, by signature hereon affixed, the Contractor hereby certifies that:
- (a) Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
 - (b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
 - (c) **Antitrust.** Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - (d) **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions> .
 - (e) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
 - (f) **Convictions.** Under Sections 2155.006, 2155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a)

violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.

(g) **COVID Vaccinations.** Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.

(h) **Boycotts.** (a) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract.

(b) To the extent this Contract has a value of \$100,000 or more and Contractor is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Contractor certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).

14.12 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.13 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed. The parties may execute this Contract in duplicate originals, each of equal dignity.

14.14 **Notice of Indemnification.** City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

KSA ENGINEERS, INC.

6781 Oak Hill Boulevard
Tyler, Texas 75703

By: _____

Printed Name: Joncie H. Young, P.E.

Title: Director of Client Services

Date: 7/24/2023

Firm Registration No.: F-1356

CITY OF NACOGDOCHES

P. O. Box 635030
Nacogdoches, Texas 75963-5030

By: _____

Printed Name: _____

Title: City Manager

Date: _____

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

Exhibit A Scope of Services

Provide professional services for the development of plans and technical specifications for improvements to the FM 1878 Lift Station consisting of construction of a new triplex submersible sewage lift station including precast wet well and valve vault, site work, fencing, and associated electrical and controls improvements. Project will include demolition of the existing lift station and elimination of the existing electrical phase converter. The existing single-phase electrical service will be upgraded to a three-phase electrical service by Oncor. The existing diesel generator will be reused, and one of the three proposed pumps will be load shed. All proposed improvements will be located on property owned by the City.

The following services are excluded from the scope by the Owner, but can be provided by Engineer as additional services if approved by the Owner through a supplemental agreement:

- Historical & archeological investigation and report;
- Wetland investigations, archeological investigations, environmental investigations, categorical exclusions, nationwide permits;
- Coordination, application, or permitting with any and all local, State, and/or Federal agencies;
- Stormwater pollution plans, applications, and/or permits;
- Surveying for acquisition;
- Right-of-way services, acquisition services, easement research, or legal services;
- Preparation of plats or descriptions for easement or property acquisition;
- Construction Material Testing;
- Hydrologic studies;
- Hydraulic studies;
- Landowner coordination.
- Study and Report Services.
- Electrical Power System Studies.

The following describes the scope of services to be provided by the Engineer in conjunction with the project.

Preliminary Design Phase

1. Initiate field surveys for design and perform the required surveying for design.
2. Prepare preliminary design drawing and technical specifications. Contract documents to be prepared by the Owner.
3. On the basis of the preliminary design drawings, prepare an opinion of probable construction cost for the project and prepare an outline of the contract documents and specifications.
4. Submit preliminary design documents to the Owner (not to exceed three (3) copies) for review and approval.
5. Receive Owner review comments within 14 days following submission of design documents.

6. Meet with the Owner to review the preliminary design documents to solicit comments on the design.
7. The drawings will be reviewed by the Owner's staff and approved prior to final design.

Final Design Phase

1. On the basis of the approved preliminary design documents, prepare detailed construction drawings and specifications for the project.
2. Prepare a revised opinion of probable construction cost for the final plans and specifications.
3. Submit final design documents to the Owner (not to exceed three (3) copies) for approval.
4. Receive Owner review comments within 14 days following submission of design documents.
5. Meet with the Owner to review the final design documents to solicit comments on the design and discuss bidding schedule.

Bidding Phase

1. Provide plans and specifications for the Owner's use. Publish bid documents including plans and specifications on www.civcastusa.com for use by bidders.
2. Respond to questions from bidders during the bidding phase and prepare addenda to contract documents if needed through www.civcastusa.com.
3. Assist the Owner in conducting the bid opening and assist in the opening of the bids.
4. Prepare bid tabulation and analyze the bids.
5. Submit bid tabulation for award of the construction contract.

Construction Phase

1. Conduct a Preconstruction Conference and prepare a written record of the conference.
2. Review shop drawings and various items submitted by the contractor and approve those which comply with the requirements of the construction documents.
3. Make periodic site visits by the Project Manager to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the plans, specifications, contract documents and construction schedule.
4. Review the contractor's applications for payment and submit to the Owner for approval and payment.
5. Provide part-time Project Representative services on an as-needed basis as determined by the Owner, hourly and reimbursable.
6. Prepare a set of reproducible record prints of the Plans showing changes made during the construction process based on the marked-up prints, drawings and other data furnished by the contractor.
7. Construction administration and Part-time RPR services are based upon a 6-month construction contract. Should project construction extend beyond contract time, a supplemental agreement for additional fees may be requested.

Exhibit B
Payment Terms and Schedule

Compensation for services shall be payable by the City pursuant to the schedule listed below and upon completion of the services and acceptance by the City. Construction Phase services shall be billed monthly at rates set forth in this section accompanied by an explanation of charges, professional fees, services and expenses. The City will pay invoices according to its normal payment procedures.

Schedule of Payment for each phase:

Lump Sum Services

Preliminary Design Phase (90 days)	\$ 40,000
Final Design Phase (90 days)	\$ 24,500
Bid Phase	\$ 6,500
Design Survey	\$ 4,000
Geotechnical Investigation	\$ 8,750
Subtotal	\$ 83,750

Time and Materials Services (hourly, rate schedule attached)

Construction Administration	\$ 30,000
Part-time Resident Project Representative (RPR)	\$ 33,750
Subtotal	\$ 63,750 (Not to Exceed)

Expense

Reimbursable (printing, mileage, postage, etc.)	\$ 2,000
Total	\$ 149,500

Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$149,500).

Exhibit C

Insurance Requirements

During the term of this Contract all Consultants' insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation
 - D. Professional Liability

- II. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as **Exhibit D**, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

- III. General Requirements Applicable to All Policies
 - A. Only insurance carriers licensed and authorized to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance.
 - C. "Claims made" policies will not be accepted, except for Professional Liability insurance.
 - D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Nacogdoches.
 - E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.
 - F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

IV. Commercial (General) Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- C. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- D. The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- E. The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

V. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

VI. The worker's compensation insurance requirements:

- 1. Employer's Liability shall be no less than the required statutory minimum limits for each accident, each disease and cover all employees of Consultant, the Consultant, and all employees of any and all subconsultants or subcontractors of Consultant providing services on the Project.
- 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of

- Nacogdoches when requested.
- C. Policy must include availability of a two-year extended reporting period.
- D. Retroactive date must be shown on certificate.

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GANS & SMITH INSURANCE AGENCY INC P.O Box 2869 Longview TX 75606		CONTACT NAME: Tracy Langford PHONE (A/C, No, Ext): (903) 757-4601 FAX (A/C, No): (903) 753-0782 E-MAIL ADDRESS: tlangford@gans-smith.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Transportation Ins Co (CNA)	
		INSURER B: Continental Casualty Co (CNA)	
		INSURER C: Continental Insurance Company	
		INSURER D: Texas Mutual Ins Co	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2352609593**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			4015529054	05/29/2023	05/29/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☒ Drone Liability: \$1,000,000		MED EXP (Any one person) \$ 15,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY			4015529135	05/29/2023	05/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
C	☒ UMBRELLA LIAB			4015529099	05/29/2023	05/29/2024	PIP-Basic \$ 2,500
	☒ EXCESS LIAB		EACH OCCURRENCE \$ 10,000,000				
	☐ CLAIMS-MADE		AGGREGATE \$ 10,000,000				
	☐ DED ☒ RETENTION \$ 10,000		\$				
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0002047822	05/29/2023	05/29/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☐ N ☐ A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability & automobile policies includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, automobile, & workers compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability policy contains "Primary and noncontributory" wording. The policy includes an endorsement providing that 30 days' notice of cancellation [or coverage change] will be furnished to the certificate holder when required by a written contract. Umbrella is follow form

CERTIFICATE HOLDER**CANCELLATION**

City of Nacogdoches P O Box 635030 Nacogdoches TX 75963	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds

Bloc Design-Build LLC

Other, Insured Multiple Names

KSA Engineers, Inc.

Other, Insured Multiple Names

Legacy Bear Properties LLC

Limited Liability Company, Insured Multiple Names



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Brian R Hadar PHONE (A/C, No, Ext): (214) 323-4602 E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com FAX (A/C, No): (214) 503-8899														
INSURED KSA Engineers, Inc. and BLOC Design Build LLC 140 E. Tyler St. Suite 600 Longview TX 75601	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Evanston Insurance Company	35378														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 73878423**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		✓	MKLV7PL0005802	4/11/2023	4/11/2024	Per Claim/Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Nacogdoches
P O Box 635030
Nacogdoches TX 75963

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Hadar

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ACORD 25 (2016/03)

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ENGINEERING CONTRACT AWARD

FM 1878 LIFT STATION IMPROVEMENTS

KSA ENGINEERS, INC.

How the Sewer Works

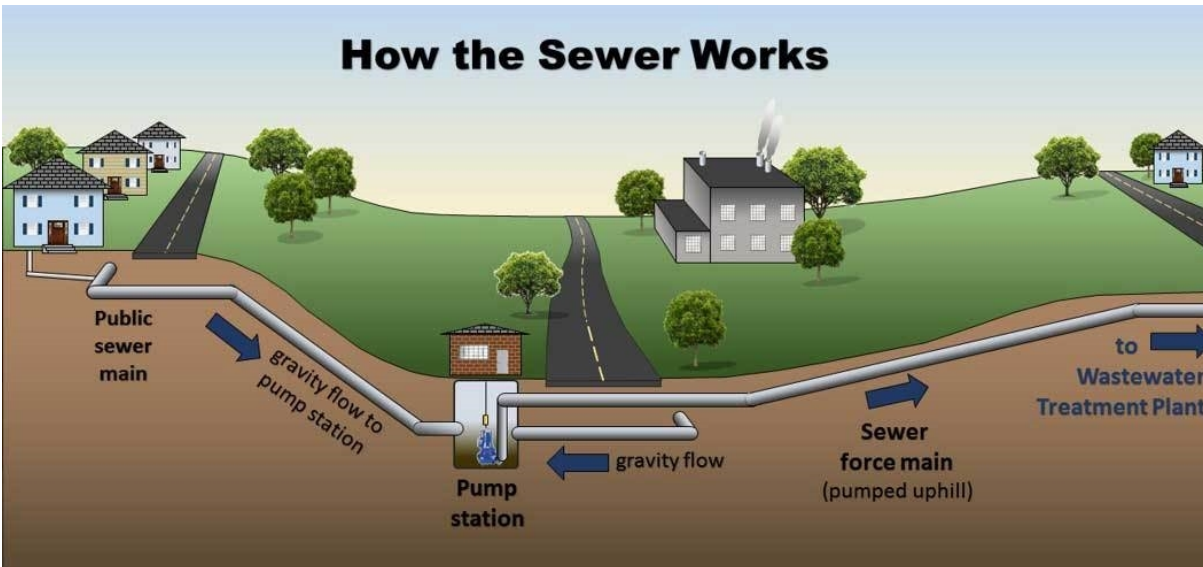


Photo Credit: <https://www.pompanobeachfl.gov/residents/utilities/wastewater>

LUMP SUM SERVICES

Design Survey	\$ 4,000
Geotechnical	\$ 8,750
Preliminary Design	\$ 40,000
Final Design	\$ 24,500
Bid Phase	\$ 6,500

Subtotal \$ 83,750

TIME AND MATERIALS (HOURLY)

Construction Admin.	\$ 30,000
Part-Time RPR	\$ 33,750

Subtotal \$ 83,750 (Not to exceed)

Reimbursables (as expended)
\$ 2,000

TOTAL Max. Fee \$149,500



City Council Meeting

Date: August 15, 2023

Agenda Item: 6.F.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Presentation of the proposed 2023-2024 Budget. (Director of Finance)

SUMMARY/BACKGROUND: Budget Workshop as needed to discuss any needed changes to the proposed budget.

[Proposed 2023-2024 as of August 8th 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. 2023 2024 Proposed Budget as of 08 15 2023 (2)



Proposed Budget 2023-2024

As of 08/15/2023

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

1. “This budget will raise more revenue from property taxes than last year’s budget by an amount of \$127,130, which is a 1% increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$33,143.”
2. The municipal property tax rates for the preceding fiscal year, and each municipal property tax rate that has been adopted or calculated for the current fiscal year, include:

Calculated Rates

- a. The Property Tax Rate for the Preceding Fiscal Year - \$0.51851
- b. The Proposed Property Tax Rate – \$0.47445
- c. The No-New-Revenue Tax Rate – \$0.47445
- d. The Voter Approval Tax Rate - \$0.50604

Proposed Rates

- a. Maintenance & Operations Tax Rate - \$0.46342
 - b. Debt Rate (Interest & Sinking Fund) - \$0.01103
 - c. Total Proposed Property Tax Rate - \$0.47445
3. The total amount of outstanding municipal debt obligations secured by property taxes is \$1,097,000 (including principal and interest).

Fiscal Year 2023-24 Principal & Interest Requirements for Debt Service are:

- a. Property Tax Supported Debt: \$226,519
- b. Revenue Supported Debt: \$2,948,803

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City of Nacogdoches
2023 / 2024 Proposed Tax Rate

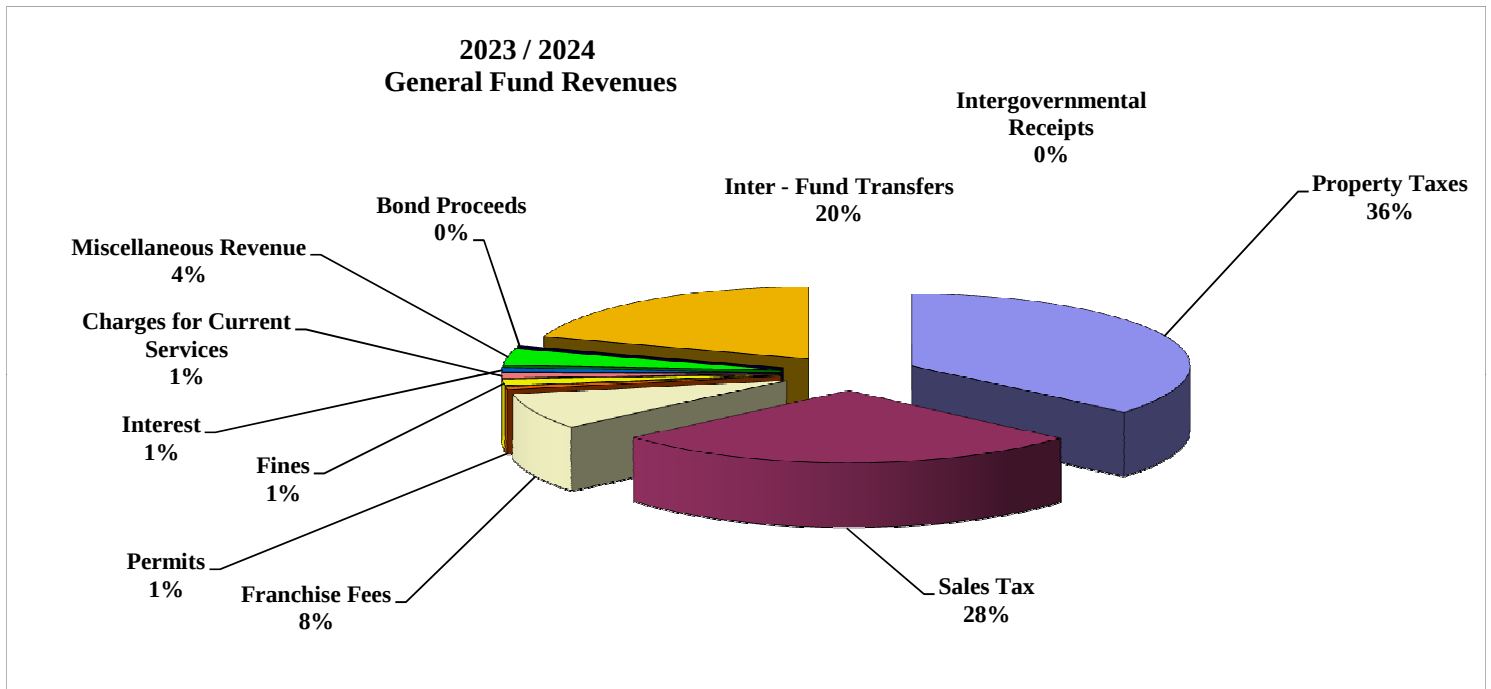
	Proposed 2023 / 2024 Property Taxes Collection Rate	
Assessed Taxable Value	\$	2,347,313,668
Tax Ceiling Taxable Value	\$	(273,384,328)
Adjusted Assessed Taxable Value	\$	2,073,929,340
	0.46342	\$ 9,611,003
	Ceiling Tax	\$ 1,235,309
Operations		\$ 10,846,312
Debt	0.01103	\$ 228,754
<u>Tax Rate per \$100 Valuation</u>	0.47445	\$ 11,075,067
<u>Operations Budget</u>		
Estimated Current Tax Collections	\$	10,611,312
Estimated Delinquent Tax Collections	\$	100,000
Estimated Penalty & Interest Collections	\$	135,000
	\$	10,846,312
<u>Debt</u>		
2021 Tax Notes		
Estimated Current Tax Collections	\$	226,518
Estimated Delinquent Tax Collections	\$	2,265
	\$	228,783

City of Nacogdoches
2023 / 2024 General Fund Summary

	Operating	Restricted	Total
October 1, 2023 Estimated Cash Reserves	\$ 12,053,425	\$ 876,931	\$ 12,930,356
2023 / 2024 Budget Revenues			
Property Taxes	\$ 10,856,312		\$ 10,856,312
Sales Tax	\$ 8,320,000		\$ 8,320,000
Franchise Fees	\$ 2,320,000	\$ 50,000	\$ 2,370,000
Permits	\$ 196,500		\$ 196,500
Fines	\$ 385,000	\$ 30,150	\$ 415,150
Charges for Current Services	\$ 368,360		\$ 368,360
Interest	\$ 271,900		\$ 271,900
Miscellaneous Revenue	\$ 1,064,002	\$ 50,000	\$ 1,114,002
Intergovernmental Receipts	\$ 58,000		\$ 58,000
Bond Proceeds	\$ -		\$ -
Inter - Fund Transfers	\$ 5,987,307		\$ 5,987,307
Total 2023 / 2024 Budget Revenues	\$ 29,827,381	\$ 130,150	\$ 29,957,531
Total Available Funds	\$ 41,880,806	\$ 1,007,081	\$ 42,887,887
2023 / 2024 Budget Operating Expenditures			
General Government	\$ 6,822,543	\$ 130,508	\$ 6,953,051
Public Safety	\$ 17,847,441		\$ 17,847,441
Highways	\$ 1,475,089		\$ 1,475,089
Cultural & Recreational	\$ 3,490,308		\$ 3,490,308
Inter - Fund Transfers	\$ 192,000		\$ 192,000
Total 2023 / 2024 Budget Operating Expenditures	\$ 29,827,381	\$ 130,508	\$ 29,957,889
2023 / 2024 Capital Improvement Projects Budget - Reserve Funds			
Parks - Parking Lot Repaving	\$ 30,000		\$ 30,000
Parks - Temple Spray Station	\$ 180,000		\$ 180,000
Streets - Annual Street Rehab	\$ 250,000		\$ 250,000
Police - Roof Replacement	\$ 50,000		\$ 50,000
City Hall - Roof Replacement	\$ 700,000		\$ 700,000
Durst-Taylor - Roof Replacement	\$ 60,000		\$ 60,000
Total 2023 / 2024 Capital Improvements Projects	\$ 1,270,000	\$ -	\$ 1,270,000
2023 / 2024 Capital Equipment/Projects Budget - Reserve Funds			
Info Tech - Switches for Various Depts	\$ 60,000		\$ 60,000
Info Tech - PC Upgrades	\$ 25,000		\$ 25,000
Info Tech - Evidence Storage for PD	\$ 50,000		\$ 50,000
Info Tech - Watchguard Backup for PD	\$ 25,000		\$ 25,000
Info Tech - Virtualization Software Upgrade	\$ 15,000		\$ 15,000
Bldg Maint - City Hall Fire Alarm System	\$ 25,000		\$ 25,000
Recreation - Gymnastics Flooring	\$ 28,600		\$ 28,600
Parks & Cemetery - Sunset Parking Lot	\$ 45,000		\$ 45,000
Parks & Cemetery - East Lake Restroom Renovation	\$ 33,500		\$ 33,500
Parks & Cemetery - Sunset Office Renovation	\$ 31,000		\$ 31,000
Parks & Cemetery - Drinking Fountains at Maroney	\$ 16,500		\$ 16,500
Parks & Cemetery - Baseball Windscreens	\$ 15,000		\$ 15,000
Parks & Cemetery - Sportsplex Fencing	\$ 13,000		\$ 13,000
Parks & Cemetery - Highlift Rotary Cutter	\$ 11,000		\$ 11,000
Parks & Cemetery - Softball Windscreens	\$ 8,000		\$ 8,000
Parks & Cemetery - Sickle Bar Mower	\$ 8,000		\$ 8,000
Streets - Boom Mower	\$ 200,000		\$ 200,000
Streets - 4x4 Crew Cab Truck	\$ 75,000		\$ 75,000
Streets - Crash Bollards	\$ 13,500		\$ 13,500
Total 2023 / 2024 Capital Equipment/Projects	\$ 698,100	\$ -	\$ 698,100
September 30, 2024 Estimated Ending Balance	\$ 10,085,325	\$ 876,573	\$ 10,961,898
Total Allocated Funds	\$ 41,880,806	\$ 1,007,081	\$ 42,887,887
25% Reserve Requirement	\$ 7,456,845		
Excess over Reserve Requirement	\$ 2,628,480		

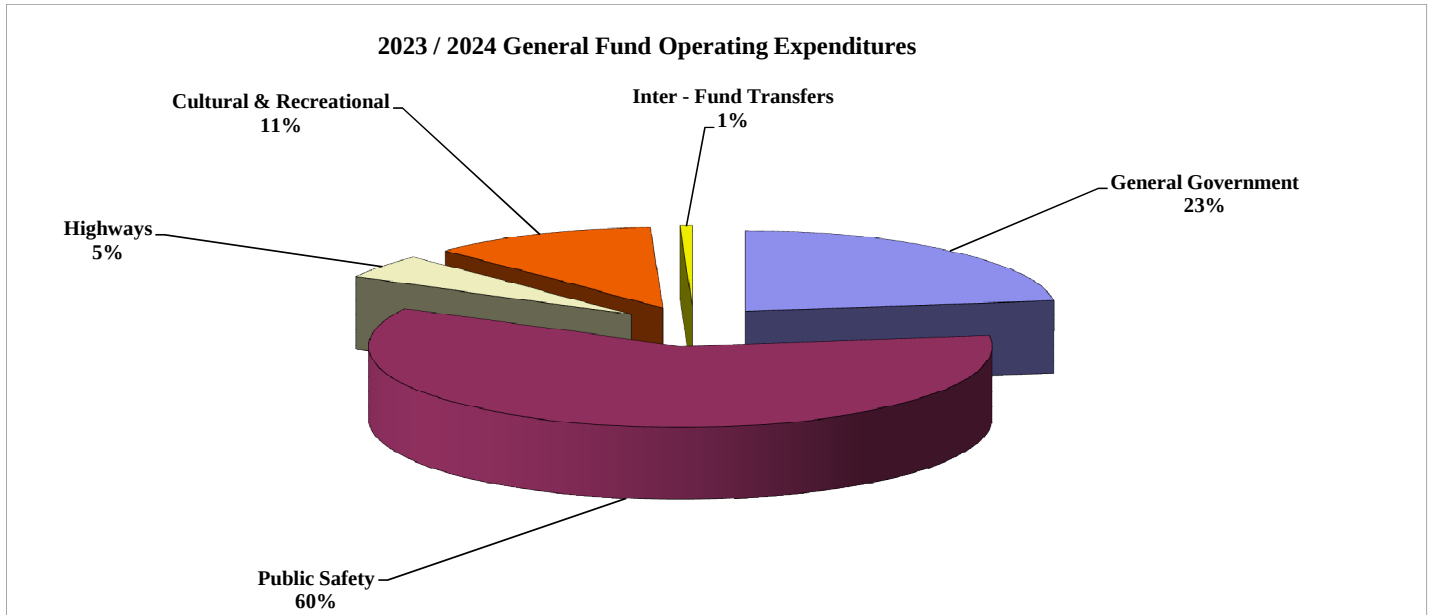
City of Nacogdoches
2023 / 2024 General Fund Revenues

	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Property Taxes	\$ 9,832,735	\$ 10,160,814	\$ 10,552,771	\$ 10,730,114	\$ 10,730,114	\$ 10,856,312
Sales Tax	\$ 7,489,776	\$ 8,410,452	\$ 4,414,237	\$ 7,665,000	\$ 7,665,000	\$ 8,320,000
Franchise Fees	\$ 2,395,264	\$ 2,417,761	\$ 426,228	\$ 2,385,000	\$ 2,385,000	\$ 2,370,000
Permits	\$ 211,779	\$ 217,669	\$ 119,276	\$ 195,000	\$ 195,000	\$ 196,500
Fines	\$ 406,175	\$ 401,837	\$ 235,471	\$ 414,250	\$ 414,250	\$ 415,150
Charges for Current Services	\$ 317,680	\$ 372,941	\$ 214,755	\$ 339,860	\$ 339,860	\$ 368,360
Interest	\$ 42,314	\$ 145,752	\$ 236,687	\$ 171,400	\$ 171,400	\$ 271,900
Miscellaneous Revenue	\$ 1,029,758	\$ 1,144,756	\$ 530,705	\$ 1,072,020	\$ 1,122,020	\$ 1,114,002
Intergovernmental Receipts	\$ 1,623,264	\$ 1,019,784	\$ 1,399,547	\$ 67,500	\$ 67,500	\$ 58,000
Bond Proceeds	\$ 1,521,000	\$ -	\$ -	\$ 21,100,000	\$ -	\$ -
Inter - Fund Transfers	\$ 5,748,824	\$ 5,846,925	\$ 2,883,162	\$ 5,766,319	\$ 6,351,195	\$ 5,987,307
Total General Fund Revenues	\$ 30,618,569	\$ 30,138,690	\$ 21,012,839	\$ 49,906,463	\$ 29,441,339	\$ 29,957,531



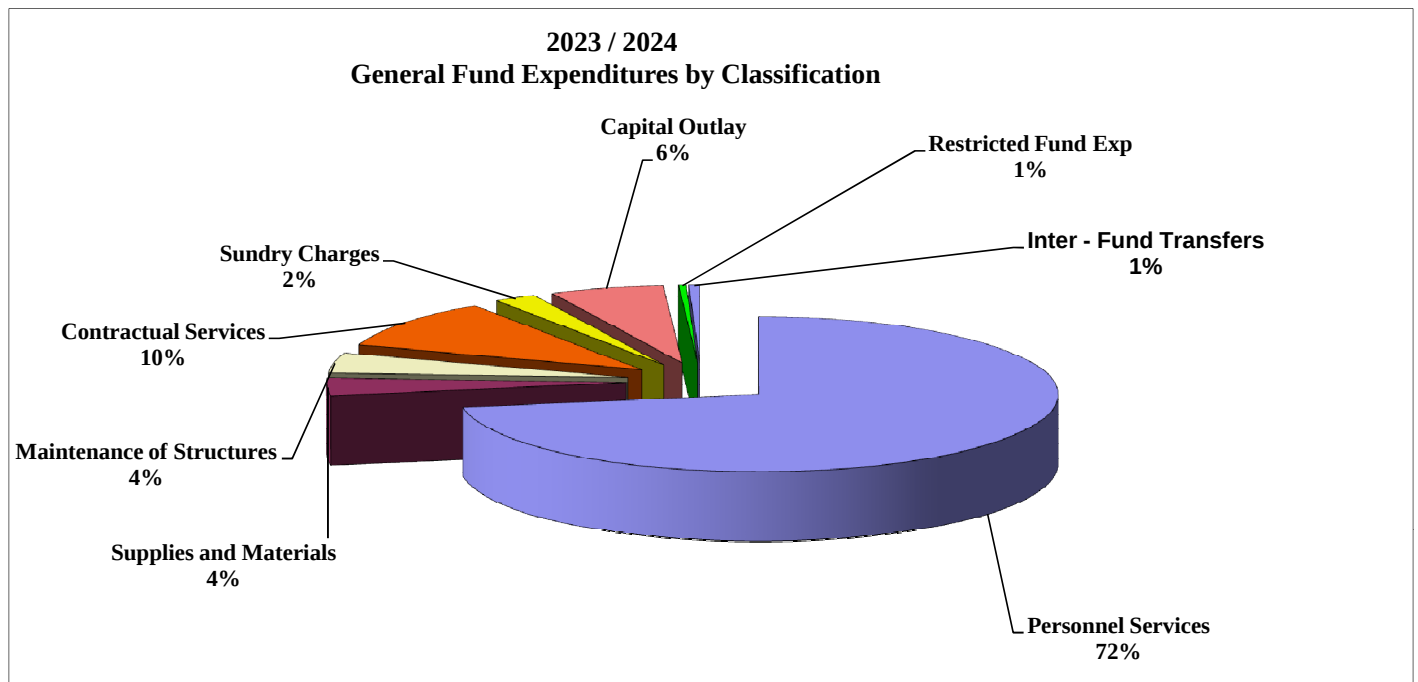
City of Nacogdoches
2023 / 2024 General Fund Expenditures by Function

	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
General Government	\$ 6,692,274	\$ 6,525,460	\$ 3,275,683	\$ 6,531,210	\$ 6,667,215	\$ 6,822,543
Public Safety	\$ 16,011,793	\$ 17,081,054	\$ 8,301,864	\$ 17,220,634	\$ 17,228,584	\$ 17,847,441
Highways	\$ 1,071,670	\$ 1,110,738	\$ 536,457	\$ 1,437,982	\$ 1,787,982	\$ 1,475,089
Cultural & Recreational	\$ 2,691,586	\$ 2,834,764	\$ 1,576,845	\$ 3,299,387	\$ 3,339,317	\$ 3,490,308
Inter - Fund Transfers	\$ 230,614	\$ 242,859	\$ 289,212	\$ 230,000	\$ 366,586	\$ 192,000
Total General Fund Operating Expenditures	\$ 26,697,937	\$ 27,794,874	\$ 13,980,062	\$ 28,719,213	\$ 29,389,684	\$ 29,827,381
Capital Improvements	\$ 2,317,904	\$ 1,728,784	\$ 1,953,534	\$ 24,294,109	\$ 7,035,598	\$ 1,968,100
Restricted Fund Expenditures	\$ 34,289	\$ 63,988	\$ 3,087	\$ 231,863	\$ 231,863	\$ 130,508
Total General Fund Expenditures	\$ 29,050,130	\$ 29,587,646	\$ 15,936,683	\$ 53,245,185	\$ 36,657,145	\$ 31,925,989



City of Nacogdoches
2023 / 2024 General Fund Expenditures by Classification

	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Personnel Services	\$ 20,421,245	\$ 21,955,607	\$ 10,758,643	\$ 22,256,061	\$ 22,310,626	\$ 23,086,977
Supplies and Materials	\$ 1,822,810	\$ 1,057,678	\$ 478,069	\$ 1,158,260	\$ 1,169,060	\$ 1,153,116
Maintenance of Structures	\$ 1,022,730	\$ 1,082,241	\$ 676,744	\$ 1,303,084	\$ 1,691,034	\$ 1,393,354
Contractual Services	\$ 2,666,947	\$ 2,940,474	\$ 1,501,476	\$ 3,183,472	\$ 3,264,042	\$ 3,280,425
Sundry Charges	\$ 533,591	\$ 516,015	\$ 275,918	\$ 588,336	\$ 588,336	\$ 721,509
Capital Outlay	\$ 2,317,904	\$ 1,728,784	\$ 1,953,534	\$ 24,294,109	\$ 7,035,598	\$ 1,968,100
Restricted Fund Exp	\$ 34,289	\$ 63,988	\$ 3,087	\$ 231,863	\$ 231,863	\$ 130,508
Inter - Fund Transfers	\$ 230,614	\$ 242,859	\$ 289,212	\$ 230,000	\$ 366,586	\$ 192,000
Total	\$ 29,050,130	\$ 29,587,646	\$ 15,936,683	\$ 53,245,185	\$ 36,657,145	\$ 31,925,989



City of Nacogdoches
2023 / 2024 General Fund Expenditures by Department

	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
City Council	\$ 23,979	\$ 23,613	\$ 19,077	\$ 26,500	\$ 26,500	\$ 28,500
City Manager	\$ 320,398	\$ 301,267	\$ 161,090	\$ 300,471	\$ 300,471	\$ 304,876
Municipal Court	\$ 233,878	\$ 282,340	\$ 145,358	\$ 312,321	\$ 312,321	\$ 330,987
City Secretary	\$ 117,057	\$ 129,597	\$ 104,666	\$ 190,000	\$ 190,000	\$ 200,148
Finance	\$ 517,999	\$ 670,231	\$ 344,274	\$ 670,875	\$ 685,375	\$ 699,936
Information Technology	\$ 443,908	\$ 447,675	\$ 296,684	\$ 517,523	\$ 547,523	\$ 498,696
Human Resources	\$ 276,414	\$ 383,216	\$ 206,045	\$ 437,665	\$ 437,665	\$ 461,390
Legal	\$ 267,125	\$ 273,178	\$ 135,983	\$ 276,260	\$ 276,260	\$ 296,519
Planning & Zoning	\$ 189,636	\$ 278,697	\$ 134,375	\$ 265,240	\$ 265,240	\$ 254,092
Building Maintenance	\$ 339,476	\$ 363,544	\$ 208,264	\$ 376,293	\$ 378,893	\$ 381,693
Communication	\$ -	\$ -	\$ 5,747	\$ -	\$ 88,905	\$ 123,207
Vehicle Maintenance	\$ 294,357	\$ 307,979	\$ 157,822	\$ 333,906	\$ 333,906	\$ 331,795
Engineering	\$ 501,445	\$ 597,878	\$ 288,150	\$ 605,363	\$ 605,363	\$ 683,594
Convention & Tourism	\$ 362,814	\$ 312,682	\$ 144,344	\$ 329,518	\$ 329,518	\$ 305,535
Economic Development	\$ 253,763	\$ 236,268	\$ 128,466	\$ 265,759	\$ 265,759	\$ 281,747
Non-Departmental	\$ 2,550,025	\$ 1,917,297	\$ 795,339	\$ 1,623,516	\$ 1,623,516	\$ 1,639,828
General Govt.	\$ 6,692,274	\$ 6,525,460	\$ 3,275,683	\$ 6,531,210	\$ 6,667,215	\$ 6,822,543
Police	\$ 8,538,572	\$ 8,673,356	\$ 4,464,748	\$ 9,250,315	\$ 9,250,315	\$ 9,791,616
Fire	\$ 6,593,645	\$ 7,441,467	\$ 3,329,287	\$ 6,871,138	\$ 6,879,088	\$ 6,915,375
Code Enforcement	\$ -	\$ 277,178	\$ 111,250	\$ 264,212	\$ 264,212	\$ 274,299
Inspection	\$ 372,850	\$ 137,728	\$ 101,702	\$ 232,960	\$ 232,960	\$ 249,689
Animal Control	\$ 506,726	\$ 551,325	\$ 294,878	\$ 602,009	\$ 602,009	\$ 616,462
Public Safety	\$ 16,011,793	\$ 17,081,054	\$ 8,301,864	\$ 17,220,634	\$ 17,228,584	\$ 17,847,441
Historic Sites & Main Street	\$ 303,041	\$ 241,709	\$ 183,077	\$ 389,895	\$ 393,395	\$ 435,814
Library	\$ 558,678	\$ 570,978	\$ 305,920	\$ 620,276	\$ 632,276	\$ 625,292
Recreation	\$ 525,249	\$ 624,065	\$ 347,133	\$ 695,799	\$ 695,799	\$ 756,133
Parks & Cemetery	\$ 1,304,618	\$ 1,398,012	\$ 740,715	\$ 1,593,417	\$ 1,617,847	\$ 1,673,069
Cultural & Recreational	\$ 2,691,586	\$ 2,834,764	\$ 1,576,845	\$ 3,299,387	\$ 3,339,317	\$ 3,490,308
Public Works Administration	\$ 133,189	\$ 131,906	\$ 65,199	\$ 129,044	\$ 129,044	\$ 132,342
Streets	\$ 938,481	\$ 978,832	\$ 471,258	\$ 1,308,938	\$ 1,658,938	\$ 1,342,747
Highways & Streets	\$ 1,071,670	\$ 1,110,738	\$ 536,457	\$ 1,437,982	\$ 1,787,982	\$ 1,475,089
Inter - Fund Transfers	\$ 230,614	\$ 242,859	\$ 289,212	\$ 230,000	\$ 366,586	\$ 192,000
Total Operating Budget	\$ 26,697,937	\$ 27,794,874	\$ 13,980,062	\$ 28,719,213	\$ 29,389,684	\$ 29,827,381
Reserve Funds Capital Equip/CIP/Spec Projects	\$ 2,317,904	\$ 1,728,784	\$ 1,953,534	\$ 24,294,109	\$ 7,035,598	\$ 1,968,100
Restricted Funds Expenditures	\$ 34,289	\$ 63,988	\$ 3,087	\$ 231,863	\$ 231,863	\$ 130,508
Total General Fund Budget	\$ 29,050,130	\$ 29,587,646	\$ 15,936,683	\$ 53,245,185	\$ 36,657,145	\$ 31,925,989

City of Nacogdoches
2023 / 2024 General Fund Reserves Expenditures

Description	Reserves
Capital Equipment:	
Info Tech - Switches for Various Depts	\$ 60,000
Info Tech - PC Upgrades	\$ 25,000
Info Tech - Evidence Storage for PD	\$ 50,000
Info Tech - Watchguard Backup for PD	\$ 25,000
Info Tech - Virtualization Software Upgrade	\$ 15,000
Bldg Maint - City Hall Fire Alarm System	\$ 25,000
Recreation - Gymnastics Flooring	\$ 28,600
Parks & Cemetery - Sunset Parking Lot	\$ 45,000
Parks & Cemetery - East Lake Restroom Renovation	\$ 33,500
Parks & Cemetery - Sunset Office Renovation	\$ 31,000
Parks & Cemetery - Drinking Fountains at Maroney	\$ 16,500
Parks & Cemetery - Baseball Windscreens	\$ 15,000
Parks & Cemetery - Sportsplex Fencing	\$ 13,000
Parks & Cemetery - Highlift Rotary Cutter	\$ 11,000
Parks & Cemetery - Softball Windscreens	\$ 8,000
Parks & Cemetery - Sickle Bar Mower	\$ 8,000
Streets - Boom Mower	\$ 200,000
Streets - 4x4 Crew Cab Truck	\$ 75,000
Streets - Crash Bollards	\$ 13,500

Capital Equipment Total \$ 698,100

Capital Improvements:

Parks - Parking Lot Repaving	\$ 30,000
Parks - Temple Spray Station	\$ 180,000
Streets - Annual Street Rehab	\$ 250,000
Police - Roof Replacement	\$ 50,000
City Hall - Roof Replacement	\$ 700,000
Durst-Taylor - Roof Replacement	\$ 60,000

Capital Improvements Total \$ 1,270,000

Grand Total \$ 1,968,100

City of Nacogdoches
2023 / 2024 Utility Fund Summary

	Water & Sewer Operations	Capital Replacement	Debt Service	Debt Service Reserve	Total Water & Sewer Fund
October 1, 2023 Estimated Cash Reserves					
Unrestricted Cash & Cash Equivalents	\$ 6,724,894				\$ 6,724,894
Restricted Cash for ARPA Funding		\$ 319,870			\$ 319,870
Restricted Cash for Equipment Replacement		\$ 8,145,127			\$ 8,145,127
Restricted Cash for Future Water & Sewer CIP		\$ 6,862,184			\$ 6,862,184
Restricted Cash for Debt Service			\$ 2,969,026		\$ 2,969,026
Restricted Cash for Debt Service Reserve				\$ 1,464,076	\$ 1,464,076
Total Estimated Beginning Cash Balance	\$ 6,724,894	\$ 15,327,181	\$ 2,969,026	\$ 1,464,076	\$ 26,485,177
2023 / 2024 Budget Revenues					
Permits	\$ 21,000				\$ 21,000
Interest	\$ 125,000	\$ 346,900	\$ 40,000	\$ 25,000	\$ 536,900
Miscellaneous Revenue	\$ 647,500				\$ 647,500
Water Sales	\$ 10,650,000				\$ 10,650,000
Sewer Sales	\$ 8,800,000				\$ 8,800,000
Interfund Transfers	\$ -				\$ -
Total 2023 / 2024 Budget Revenues	\$ 20,243,500	\$ 346,900	\$ 40,000	\$ 25,000	\$ 20,655,400
2023 / 2024 Other Finance Sources					
Contribution from Operations-Debt Service			\$ 2,948,804		\$ 2,948,804
Contribution from Operations-Depreciation		\$ 3,644,118			\$ 3,644,118
Contribution from Operations-Future Water & Sewer CIP		\$ 1,000,000			\$ 1,000,000
Total 2023 / 2024 Other Finance Sources	\$ -	\$ 4,644,118	\$ 2,948,804	\$ -	\$ 7,592,922
Total Available Funds	\$ 26,968,394	\$ 20,318,199	\$ 5,957,830	\$ 1,489,076	\$ 54,733,499
2023 / 2024 Operating Budget Expenses					
Water Billing	\$ 1,512,000				\$ 1,512,000
Water Production	\$ 2,635,263				\$ 2,635,263
Distribution & Collection	\$ 1,945,239				\$ 1,945,239
Wastewater Treatment	\$ 3,374,974				\$ 3,374,974
Non - Departmental	\$ 433,353				\$ 433,353
Debt Service - Principal			\$ 2,690,000		\$ 2,690,000
Debt Service - Interest			\$ 258,804		\$ 258,804
Inter - Fund Transfers	\$ 3,710,170				\$ 3,710,170
Total 2023 / 2024 Operating Budget Expenses	\$ 13,610,999	\$ -	\$ 2,948,804	\$ -	\$ 16,559,803

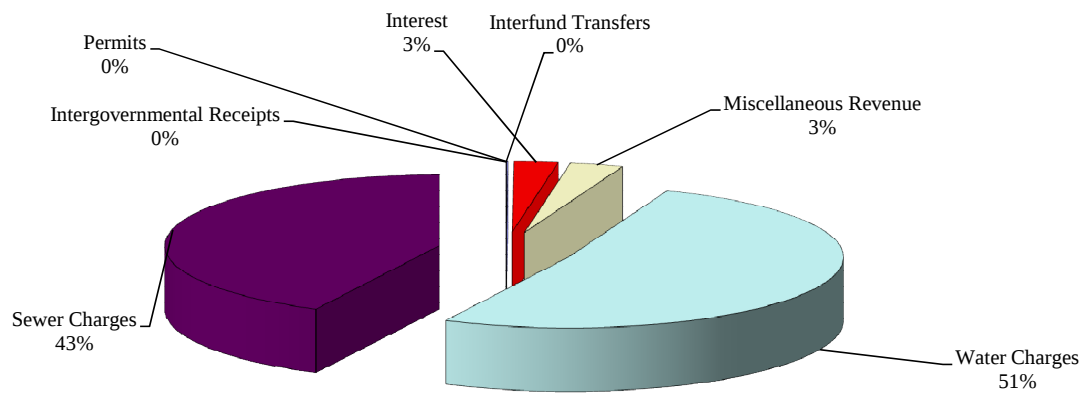
City of Nacogdoches
2023 / 2024 Utility Fund Summary

	Water & Sewer Operations	Capital Replacement	Debt Service	Debt Service Reserve	Total Water & Sewer Fund
2023 / 2024 Capital Improvements					
<u>Water Projects</u>					
Water Line Additions/Replacements		\$ 750,000			\$ 750,000
Water Line Developer Reimb.		\$ 250,000			\$ 250,000
Water Well Rehab (one annually)		\$ 225,000			\$ 225,000
Water Wells #5 & #10 Plugging		\$ 180,000			\$ 180,000
VFD for Motors Surface Water Plant		\$ 120,000			\$ 120,000
Lake Nac TCEQ Required Spillway Repair		\$ 300,000			\$ 300,000
SWTP Gate Replacement		\$ 50,000			\$ 50,000
Post Oak Booster Pump		\$ 45,000			\$ 45,000
<u>Wastewater Projects</u>					
Sanitary Sewer Line Additions/Replacements		\$ 750,000			\$ 750,000
Sanitary Sewer Line Developer Reimb.		\$ 250,000			\$ 250,000
WWTP General Improvements.		\$ 500,000			\$ 500,000
Clarifier #3 & #4 Rebuild		\$ 2,400,000			\$ 2,400,000
Bar Screen Replacement		\$ 176,000			\$ 176,000
RAS Pump Replacements		\$ 300,000			\$ 300,000
Influent Pump Replacements		\$ 125,000			\$ 125,000
Surface Aerator Replacement		\$ 50,000			\$ 50,000
Total 2023 / 2024 Capital Improvements	\$ -	\$ 6,471,000	\$ -	\$ -	\$ 6,471,000
2023 / 2024 Capital Equipment					
Utility Billing - Replacement for 1.2 ton Truck Unit 732		\$ 45,000			\$ 45,000
Utility Billing - Replacement for 1.2 ton Truck Unit 733		\$ 45,000			\$ 45,000
Utility Billing - Replacement for 1.2 ton Truck Unit 736		\$ 45,000			\$ 45,000
Utility Billing - Outfit Unit 734 w Utility Bed and Safety Features		\$ 20,000			\$ 20,000
Water Production - Replacement 4x4 Truck		\$ 55,000			\$ 55,000
Water Production - Portable Chlorine Boost Sys w/ trailer		\$ 40,000			\$ 40,000
Water Production - Vacuum Pump for SWTP		\$ 22,000			\$ 22,000
Water Production - SxS UTV		\$ 18,000			\$ 18,000
Water Production - 60 ZTR Mower		\$ 12,000			\$ 12,000
Utility Const - Skid Steer		\$ 70,000			\$ 70,000
Utility Const - 4x4 UTV		\$ 18,000			\$ 18,000
Utility Const - 60" ZTR Mower		\$ 12,000			\$ 12,000
Wastewater - Replacement 4x4 Truck		\$ 55,000			\$ 55,000
Total 2023 / 2024 Capital Equipment	\$ -	\$ 457,000	\$ -	\$ -	\$ 457,000
Other Finance Uses					
Contributions to Debt Service	\$ 2,948,804				\$ 2,948,804
Contributions to Capital Replacement - Depreciation	\$ 3,644,118				\$ 3,644,118
Contributions to Capital Replacement - Future CIP	\$ 1,000,000				\$ 1,000,000
Total Other Finance Uses	\$ 7,592,922	\$ -	\$ -	\$ -	\$ 7,592,922
September 30, 2024 Estimated Cash Reserves					
Unrestricted Cash & Cash Equivalents	\$ 5,764,473				\$ 5,764,473
Restricted Cash for Capital/CIP		\$ 13,390,199			\$ 13,390,199
Restricted Cash for Debt Service			\$ 3,009,026		\$ 3,009,026
Restricted Cash for Debt Service Reserve				\$ 1,489,076	\$ 1,489,076
Total Estimated Ending Cash Balance	\$ 5,764,473	\$ 13,390,199	\$ 3,009,026	\$ 1,489,076	\$ 23,652,774
Total Allocated Funds	\$ 26,968,394	\$ 20,318,199	\$ 5,957,830	\$ 1,489,076	\$ 54,733,499
25% Required Reserves	\$ 4,139,951				
Excess over Reserve Requirement	\$ 1,624,523				

City of Nacogdoches
2023 / 2024 Utility Fund Revenues

	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Permits	\$ 36,693	\$ 24,242	\$ 19,341	\$ 5,000	\$ 5,000	\$ 21,000
Interest	\$ 68,404	\$ 306,424	\$ 770,050	\$ 171,900	\$ 171,900	\$ 536,900
Miscellaneous Revenue	\$ 648,352	\$ 686,301	\$ 349,984	\$ 597,500	\$ 597,500	\$ 647,500
Water Charges	\$ 10,212,346	\$ 11,018,534	\$ 5,110,272	\$ 10,500,000	\$ 10,500,000	\$ 10,650,000
Sewer Charges	\$ 8,713,584	\$ 8,887,340	\$ 4,267,998	\$ 9,000,000	\$ 9,000,000	\$ 8,800,000
Interfund Transfers	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental Receipts	\$ -	\$ 189,371	\$ -	\$ -	\$ -	\$ -
Total Budgeted Revenues	\$ 19,829,379	\$ 21,112,212	\$ 10,517,644	\$ 20,274,400	\$ 20,274,400	\$ 20,655,400

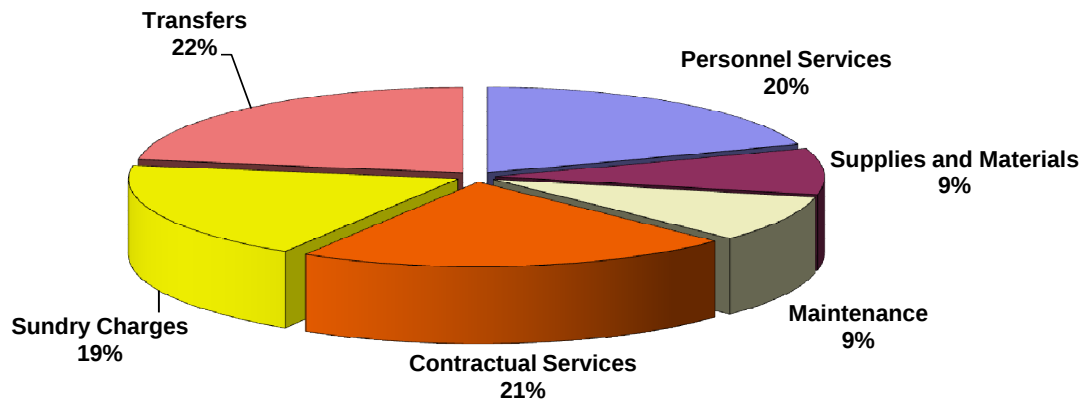
2023 / 2024 Utility Fund Summary of Revenues



City of Nacogdoches
2023 / 2024 Utility Fund Expenses by Classification

	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Personnel Services	\$ 2,764,734	\$ 2,752,699	\$ 1,522,422	\$ 3,122,686	\$ 3,122,686	\$ 3,254,427
Supplies and Materials	\$ 874,711	\$ 1,200,751	\$ 695,440	\$ 1,256,064	\$ 1,256,064	\$ 1,449,756
Maintenance	\$ 1,300,132	\$ 1,241,753	\$ 667,320	\$ 1,338,422	\$ 1,381,172	\$ 1,466,742
Contractual Services	\$ 2,013,347	\$ 2,310,078	\$ 1,767,999	\$ 2,887,386	\$ 3,353,396	\$ 3,559,513
Sundry Charges	\$ 4,436,723	\$ 4,066,575	\$ 1,414,324	\$ 3,914,140	\$ 3,914,140	\$ 3,119,195
Transfers	\$ 3,557,514	\$ 3,607,881	\$ 1,803,404	\$ 3,606,807	\$ 3,606,807	\$ 3,710,170
Total	\$ 14,947,161	\$ 15,179,737	\$ 7,870,908	\$ 16,125,505	\$ 16,634,265	\$ 16,559,803

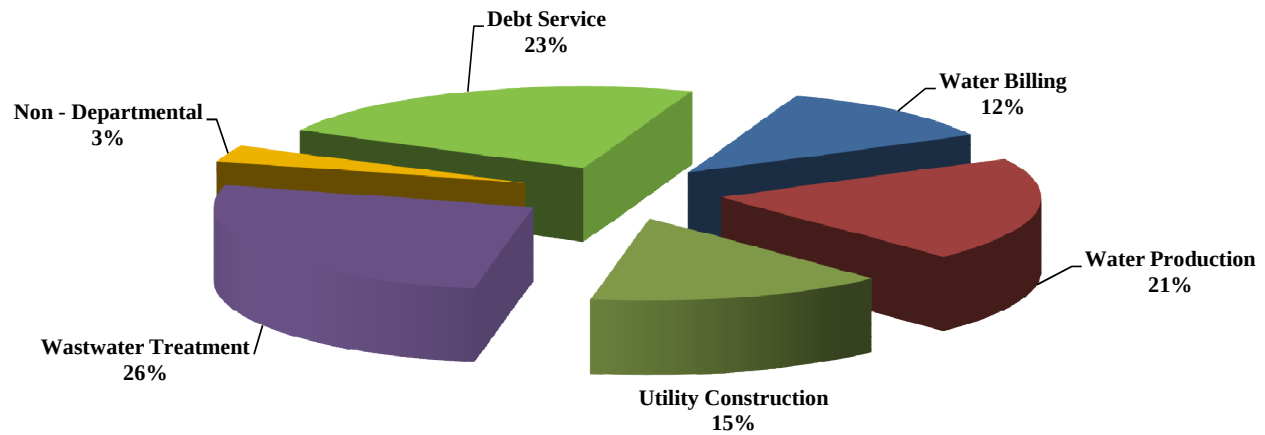
2023 /2024 Utility Fund Expenses by Classification



City of Nacogdoches
2023 / 2024 Utility Fund Expenses by Department

	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Water Billing	\$ 1,234,558	\$ 1,354,003	\$ 666,159	\$ 1,446,007	\$ 1,488,757	\$ 1,512,000
Water Production	\$ 1,826,155	\$ 2,082,006	\$ 1,555,342	\$ 2,542,701	\$ 2,947,201	\$ 2,635,263
Utility Construction	\$ 1,314,050	\$ 1,549,514	\$ 824,152	\$ 1,761,076	\$ 1,761,076	\$ 1,945,239
Wastwater Treatment	\$ 2,265,633	\$ 2,304,000	\$ 1,381,568	\$ 2,609,190	\$ 2,609,190	\$ 3,374,974
Non - Departmental	\$ 403,222	\$ 316,365	\$ 235,526	\$ 416,699	\$ 478,209	\$ 433,353
Debt Service	\$ 4,346,029	\$ 3,965,969	\$ 1,404,756	\$ 3,743,025	\$ 3,743,025	\$ 2,948,804
Total Operating Expenses	\$ 11,389,647	\$ 11,571,856	\$ 6,067,504	\$ 12,518,698	\$ 13,027,458	\$ 12,849,633
Inter - Fund Transfers	\$ 3,557,514	\$ 3,607,881	\$ 1,803,404	\$ 3,606,807	\$ 3,606,807	\$ 3,710,170
Total Expenses	\$ 14,947,161	\$ 15,179,737	\$ 7,870,908	\$ 16,125,505	\$ 16,634,265	\$ 16,559,803

2023 / 2024 Utility Fund Summary of Expenses



City of Nacogdoches
2023 / 2024 Utility Fund Reserves Expenses

Department	Description	Depreciation Fund	
Capital Equipment:			
Utility Billing	Replacement for 1.2 ton Truck Unit 732	\$45,000	\$155,000
Utility Billing	Replacement for 1.2 ton Truck Unit 733	\$45,000	
Utility Billing	Replacement for 1.2 ton Truck Unit 736	\$45,000	
Utility Billing	Outfit Unit 734 w/Utility Bed; Safety Features	\$20,000	
Water Production	Replacement Truck - upgrade to 4x4	\$55,000	\$147,000
Water Production	Portable Chlorine Boost System w/Trailer	\$40,000	
Water Production	Vacuum Pump for SWTP	\$22,000	
Water Production	Replacement UTV	\$18,000	
Water Production	Replacement Riding Mower	\$12,000	
Utility Construction	Replacement Skid steer	\$70,000	\$100,000
Utility Construction	Replacement 4x4 UTV	\$18,000	
Utility Construction	Replacement 60" ZTR Mower	\$12,000	
Wastewater Treatment	Replacement Truck - upgrade to 4x4	<u>\$55,000</u>	
Capital Equipment Total		\$	457,000

Capital Improvements:			
Water	Water Line Additions/Replacements	\$750,000	
Water	Water Line Developer Reimb.	\$250,000	
Water	Water Well Rehab (one annually)	\$225,000	
Water	Water Wells #5 & #10 Plugging	\$180,000	
Water	VFD for Motors Surface Water Plant	\$120,000	
Water	Lake Nac TCEQ Required Spillway Repair	\$300,000	
Water	SWTP Gate Replacement	\$50,000	
Water	Post Oak Booster Pump	\$45,000	
Wastewater	Sanitary Sewer Line Additions/Replacements	\$750,000	
Wastewater	Sanitary Sewer Line Developer Reimb.	\$250,000	
Wastewater	WWTP General Improvements.	\$500,000	
Wastewater	Clarifier #3 & #4 Rebuild	\$2,400,000	
Wastewater	Bar Screen Replacement	\$176,000	
Wastewater	RAS Pump Replacements	\$300,000	
Wastewater	Influent Pump Replacements	\$125,000	
Wastewater	Surface Aerator Replacement	\$50,000	
Capital Improvements Total		\$	6,471,000

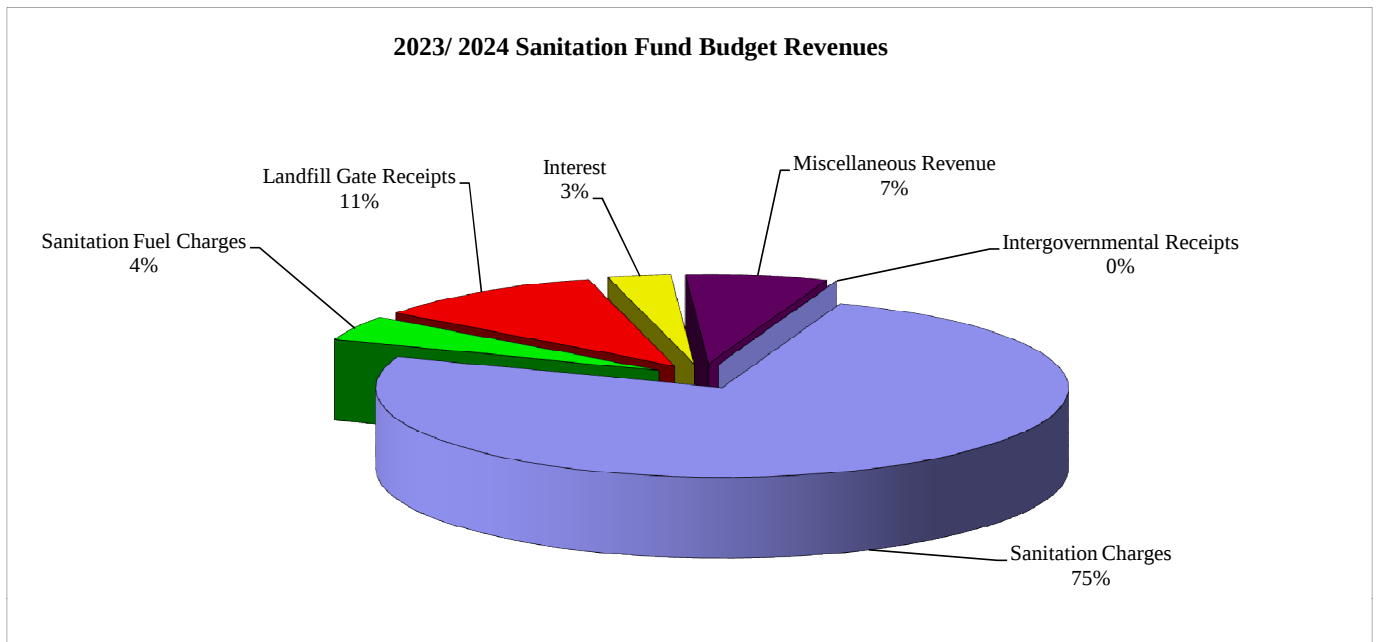
Grand Total \$ 6,928,000

City of Nacogdoches
2023 / 2024 Sanitation Fund Summary

	Sanitation Fund Operations	Capital Replacement	Landfill Pit Liability Account	Total Sanitation Fund
October 1, 2023 Estimated Cash Reserves				
Unrestricted Cash & Cash Equivalents	\$ 3,248,835			\$ 3,248,835
Restricted Cash for Equipment Replacement		\$ 2,731,467		\$ 2,731,467
Restricted Cash for Landfill Pit Liability			\$ 3,671,358	\$ 3,671,358
Total Estimated Beginning Cash Balance	\$ 3,248,835	\$ 2,731,467	\$ 3,671,358	\$ 9,651,660
2023 / 2024 Budget Revenues				
Sanitation Charges	\$ 5,664,000			\$ 5,664,000
Sanitation Fuel Charges	\$ 336,000			\$ 336,000
Landfill Gate Receipts	\$ 825,000			\$ 825,000
Interest	\$ 100,000	\$ 71,900	\$ 50,000	\$ 221,900
Miscellaneous Revenue	\$ 500,000			\$ 500,000
Interfund Transfers	\$ -			\$ -
Total 2023 / 2024 Budget Revenues	\$ 7,425,000	\$ 71,900	\$ 50,000	\$ 7,546,900
2023 / 2024 Other Finance Sources				
Contributions from Operations-Depreciation		\$ 968,996		\$ 968,996
Contributions from Operations-Additional Capital		\$ 750,000		\$ 750,000
Contributions from Operations-Closure/Postclosure			\$ 250,000	\$ 250,000
Contributions from Operations-New Cell Construction			\$ 250,000	\$ 250,000
Total 2023 / 2024 Other Finance Sources	\$ -	\$ 1,718,996	\$ 500,000	\$ 2,218,996
Total Available Funds	\$ 10,673,835	\$ 4,522,363	\$ 4,221,358	\$ 19,417,556
2023 / 2024 Budget Operating Expenses				
Sanitation Collection	\$ 1,631,272			\$ 1,631,272
Sanitation Disposal	\$ 1,063,400			\$ 1,063,400
Sanitation Administration	\$ 239,492			\$ 239,492
Non - Departmental	\$ 399,314			\$ 399,314
Inter - Fund Transfers	\$ 2,402,137			\$ 2,402,137
Total 2023 / 2024 Budget Operating Expenses	\$ 5,735,615	\$ -	\$ -	\$ 5,735,615
2023 / 2024 Capital Improvements				
Sanitation Admin Roof		\$ 50,000	\$ -	\$ 50,000
Central Garbage Sites Downtown		\$ 60,000		\$ 60,000
Block P Road Repair			\$ 275,000	\$ 275,000
Total 2023 / 2024 Capital Improvements	\$ -	\$ 110,000	\$ 275,000	\$ 385,000
2023 / 2024 Capital Equipment				
Sanitation Admin - Automated Gate Entrance		\$ 12,000		\$ 12,000
Sanitation Admin - Security Entrance for Bldg		\$ 8,000		\$ 8,000
Sanitation Collection - Replace Side Load Garbage Truck (2)		\$ 931,500		\$ 931,500
Sanitation Collection - 1 Ton 4x4 Truck		\$ 75,000		\$ 75,000
Sanitation Collection - Pressure Washer		\$ 12,000		\$ 12,000
Sanitation Disposal - Drone for Surveying		\$ 10,000		\$ 10,000
Sanitation Disposal - Scale House Roof/Floor		\$ 6,000		\$ 6,000
Total 2023 / 2024 Capital Equipment Expenses	\$ -	\$ 1,054,500	\$ -	\$ 1,054,500
Other Finance Uses				
Contributions to Equipment Replacement	\$ 968,996			\$ 968,996
Contributions to Capital Equipment	\$ 750,000			\$ 750,000
Contributions to Landfill Closure/Post Closure	\$ 250,000			\$ 250,000
Contributions to Landfill New Cell Construction	\$ 250,000			\$ 250,000
Total Other Finance Uses	\$ 2,218,996	\$ -	\$ -	\$ 2,218,996
September 30, 2024 Estimated Cash Reserves				
Unrestricted Cash & Cash Equivalents	\$ 2,719,224			\$ 2,719,224
Restricted Cash for Equipment Replacement		\$ 3,357,863		\$ 3,357,863
Restricted Cash for Landfill Pit Liability			\$ 3,946,358	\$ 3,946,358
Total Estimated Ending Cash Balance	\$ 2,719,224	\$ 3,357,863	\$ 3,946,358	\$ 10,023,445
Total Allocated Funds	\$ 10,673,835	\$ 4,522,363	\$ 4,221,358	\$ 19,417,556
25% Required Reserves	\$ 1,433,904			
Excess over Reserve Requirement	\$ 1,285,320			

City of Nacogdoches
2023 / 2024 Sanitation Fund Revenues

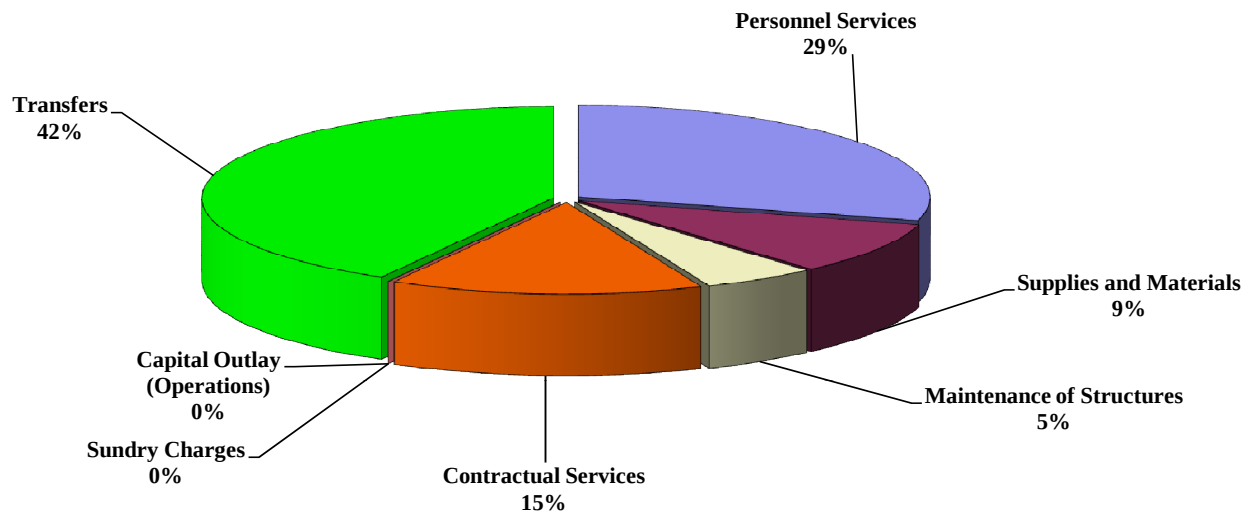
	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Sanitation Charges	\$ 5,506,805	\$ 5,656,034	\$ 2,827,251	\$ 5,616,000	\$ 5,616,000	\$ 5,664,000
Sanitation Fuel Charges	\$ 247,482	\$ 409,766	\$ 206,553	\$ 336,000	\$ 336,000	\$ 336,000
Landfill Gate Receipts	\$ 819,952	\$ 899,427	\$ 394,066	\$ 775,000	\$ 775,000	\$ 825,000
Interest	\$ 78,392	\$ 121,333	\$ 246,056	\$ 102,900	\$ 102,900	\$ 221,900
Miscellaneous Revenue	\$ 277,767	\$ 892,904	\$ 319,168	\$ 400,000	\$ 400,000	\$ 500,000
Intergovernmental Receipts	\$ -	\$ 338,172	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 6,930,398	\$ 8,317,635	\$ 3,993,094	\$ 7,229,900	\$ 7,229,900	\$ 7,546,900



City of Nacogdoches
2023 / 2024 Sanitation Fund Expenses by Classification

	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Personnel Services	\$ 1,572,688	\$ 1,307,240	\$ 816,559	\$ 1,626,109	\$ 1,649,294	\$ 1,677,529
Supplies and Materials	\$ 259,237	\$ 566,607	\$ 242,127	\$ 526,100	\$ 526,100	\$ 534,600
Maintenance of Structures	\$ 513,900	\$ 693,387	\$ 192,537	\$ 297,914	\$ 297,914	\$ 298,374
Contractual Services	\$ 734,280	\$ 442,539	\$ 285,507	\$ 785,207	\$ 815,962	\$ 822,975
Sundry Charges	\$ 76,277	\$ 84,306	\$ -	\$ -	\$ -	\$ -
Capital Outlay (Operations)	\$ 98,179	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 2,294,810	\$ 2,289,044	\$ 1,179,758	\$ 2,309,512	\$ 2,309,512	\$ 2,402,137
Total	\$ 5,549,371	\$ 5,383,122	\$ 2,716,488	\$ 5,544,842	\$ 5,598,782	\$ 5,735,615

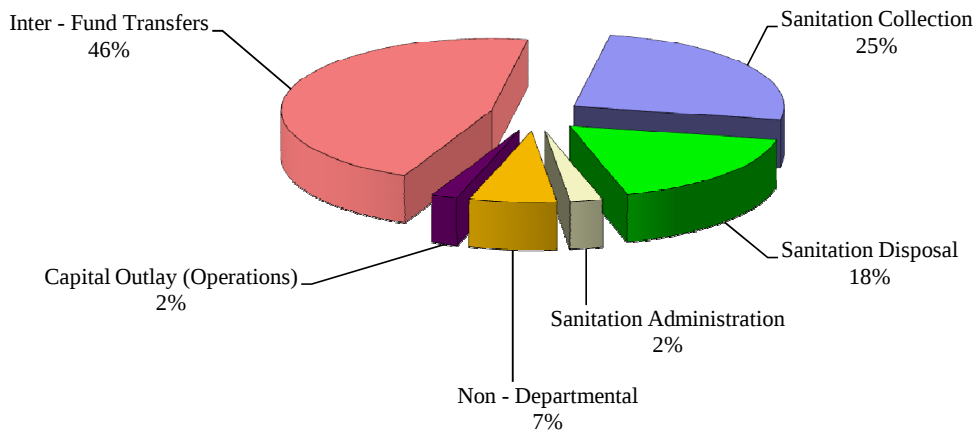
2023 / 2024 Sanitation Fund Expenses by Classification



City of Nacogdoches
2023 / 2024 Sanitation Fund Expenses by Department

	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Sanitation Collection	\$ 1,659,642	\$ 1,512,497	\$ 766,856	\$ 1,578,951	\$ 1,602,136	\$ 1,631,272
Sanitation Disposal	\$ 976,993	\$ 1,020,374	\$ 456,252	\$ 1,060,366	\$ 1,060,366	\$ 1,063,400
Sanitation Administration	\$ 136,159	\$ 170,154	\$ 106,512	\$ 214,073	\$ 214,073	\$ 239,492
Non - Departmental	\$ 383,588	\$ 391,053	\$ 207,111	\$ 381,940	\$ 412,695	\$ 399,314
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay (Operations)	\$ 98,179	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ 3,254,561	\$ 3,094,078	\$ 1,536,730	\$ 3,235,330	\$ 3,289,270	\$ 3,333,478
Inter - Fund Transfers	\$ 2,294,810	\$ 2,289,044	\$ 1,179,758	\$ 2,309,512	\$ 2,309,512	\$ 2,402,137
Total Expenses	\$ 5,549,371	\$ 5,383,122	\$ 2,716,488	\$ 5,544,842	\$ 5,598,782	\$ 5,735,615

2022 / 2023 Sanitation Fund Summary of Expenses



City of Nacogdoches
2023 / 2024 Sanitation Fund Reserves Expenses

Department	Description	Depreciation Fund
<u>Capital Equipment:</u>		
Sanitation Admin	Sanitation Admin - Automated Gate Entrance	\$ 12,000
Sanitation Admin	Sanitation Admin - Security Entrance for Bldg	\$ 8,000
Sanitation Collection	Sanitation Collection - Replace Side Load Garbage Truck (2)	\$ 931,500
Sanitation Collection	Sanitation Collection - 1 Ton 4x4 Truck	\$ 75,000
Sanitation Collection	Sanitation Collection - Pressure Washer	\$ 12,000
Sanitation Disposal	Sanitation Disposal - Drone for Surveying	\$ 10,000
Sanitation Disposal	Sanitation Disposal - Scale House Roof/Floor	\$ 6,000

Capital Equipment Total \$ 1,054,500

Capital Improvements:

Sanitation Admin	Sanitation Admin Roof	\$ 50,000
Sanitation Collection	Central Garbage Sites Downtown	\$ 60,000
Sanitation Disposal	Block P Road Repair	\$ 275,000

Capital Improvements Total \$ 385,000

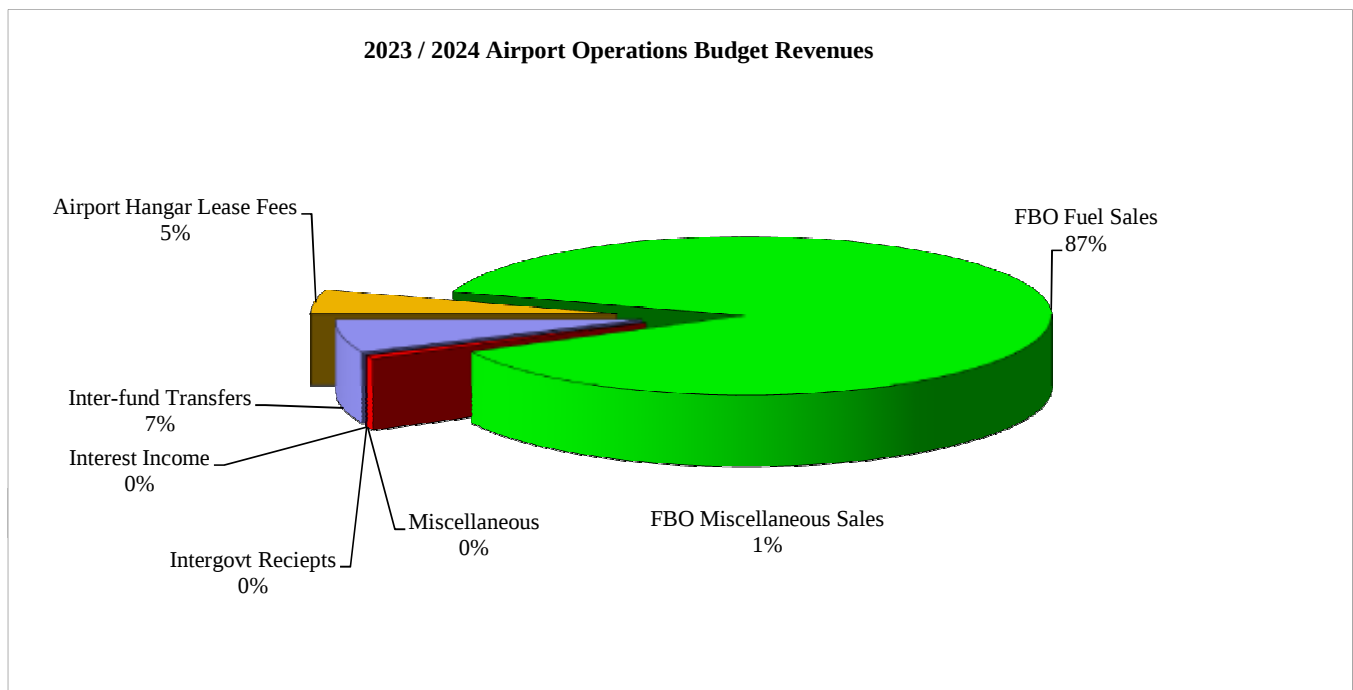
Grand Total \$ 1,439,500

City of Nacogdoches
2023 / 2024 Airport FBO Operations Summary

	<u>Airport FBO Operations</u>
October 1, 2023 Estimated Cash Reserves	
Unrestricted Cash & Cash Equivalents	<u>\$ 177,073</u>
 Total Estimated Beginning Cash Balance	 \$ 177,073
 2023 / 2024 Budget Revenues	
Airport Hangar Lease Fees	\$ 36,250
FBO Fuel Sales	\$ 650,000
FBO Miscellaneous Sales	\$ 5,000
Miscellaneous	\$ -
Interest Income	\$ 750
Intergovt Receipt	\$ -
Inter-fund Transfers	<u>\$ 50,000</u>
 Total 2023 / 2024 Budget Revenues	 \$ 742,000
 Total Available Funds	 \$ 919,073
 2023 / 2024 Budget Operating Expenditures	
FBO Operations	\$ 769,076
Capital Equipment	\$ 30,000
Airport Non-Departmental	<u>\$ -</u>
 Total 2023 / 2024 Operating Budget Expenditures	 \$ 799,076
 September 30, 2024 Estimated Cash Reserves	
Unrestricted Cash & Cash Equivalents	\$ 119,997
 Total Estimated Ending Cash Balance	 \$ 119,997
 Total Allocated Funds	 \$ 919,073

City of Nacogdoches
2023 / 2024 Airport FBO Operations Revenues

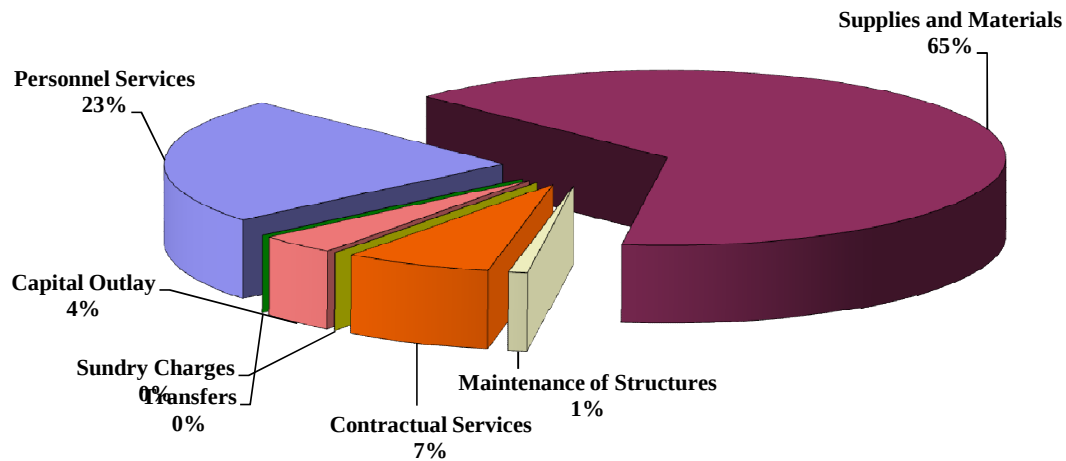
	March Actual						
	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024	
Airport Hangar Lease Fees	\$ 32,969	\$ 36,209	\$ 36,262	\$ 35,000	\$ 35,000	\$ 36,250	
FBO Fuel Sales	\$ 360,398	\$ 609,888	\$ 341,065	\$ 500,000	\$ 500,000	\$ 650,000	
FBO Miscellaneous Sales	\$ 3,557	\$ 2,233	\$ 1,821	\$ 4,500	\$ 4,500	\$ 5,000	
Miscellaneous	\$ -	\$ -	\$ 10	\$ 500	\$ 500	\$ -	
Interest Income	\$ 421	\$ 881	\$ 440	\$ 350	\$ 350	\$ 750	
Intergovt Reciepts	\$ 53,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Inter-fund Transfers	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 50,000	
Total Operating Revenues	\$ 550,345	\$ 649,211	\$ 379,598	\$ 640,350	\$ 640,350	\$ 742,000	



City of Nacogdoches
2023 / 2024 Airport FBO Operations Expenses by Classification

	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Personnel Services	\$ 153,514	\$ 148,739	\$ 107,006	\$ 149,529	\$ 149,529	\$ 187,750
Supplies and Materials	\$ 236,255	\$ 475,068	\$ 229,936	\$ 390,700	\$ 390,700	\$ 517,600
Maintenance of Structures	\$ 4,308	\$ 5,129	\$ 2,443	\$ 6,700	\$ 6,700	\$ 7,250
Contractual Services	\$ 38,162	\$ 44,556	\$ 26,137	\$ 56,226	\$ 56,226	\$ 56,476
Sundry Charges	\$ (600)	\$ 9,377	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 431,639	\$ 682,868	\$ 365,522	\$ 603,155	\$ 603,155	\$ 799,076

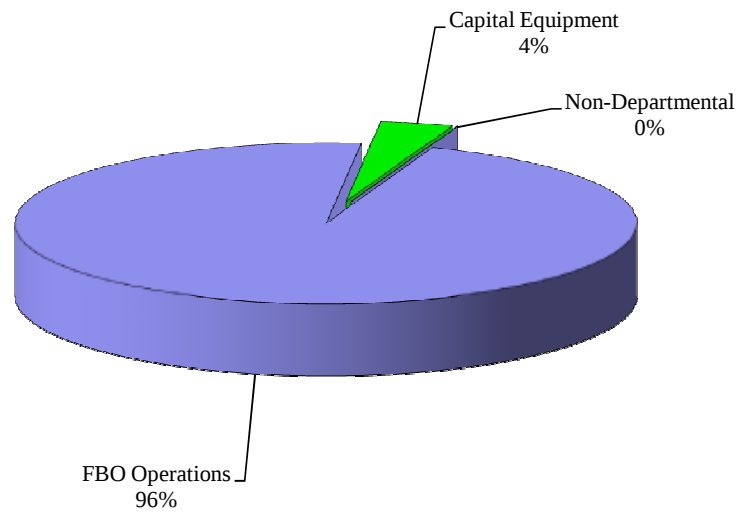
2023 / 2024 Airport Operations Expenditures by Classification



City of Nacogdoches
2023 / 2024 Airport FBO Operations Expenses by Department

	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
FBO Operations	\$ 431,639	\$ 682,868	\$ 365,522	\$ 603,155	\$ 603,155	\$ 769,076
Capital Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Non-Departmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenditures	\$ 431,639	\$ 682,868	\$ 365,522	\$ 603,155	\$ 603,155	\$ 799,076

2023 / 2024 Airport Operations Summary of Expenditures



City of Nacogdoches
2023 / 2024 Special Revenue Funds Summary

	Economic Development Fund	Airport Construction Fund	Historical Fund	Public Safety Training Fund	Mayor's Committee on Disability	Special Grant Fund	Total
<u>Beginning Fund Balance</u>	\$ 235,241	\$ 83,879	\$ 35,090	\$ 11,901	\$ 4,138	\$ -	\$ 370,249
<u>Revenues</u>							
Intergovernmental Receipts		\$ 158,000		\$ 3,000		\$ 15,000	\$ 176,000
Fines/Forfeitures							\$ -
Payment Recv' on Loans	\$ 37,248						\$ 37,248
Investment Earnings	\$ 20,000	\$ 5,000	\$ 2,500	\$ 20		\$ 50,000	\$ 77,520
Contributions & Donations						\$ 17,000	\$ 17,000
Inter-Fund Transfers	\$ 150,000	\$ 62,000	\$ 25,000		\$ 5,000		\$ 242,000
Total Revenues	\$ 207,248	\$ 225,000	\$ 27,500	\$ 3,020	\$ 5,000	\$ 82,000	\$ 549,768
<u>Expenditures</u>							
Airport Construction		\$ 220,000					\$ 220,000
Forfeiture							\$ -
Historical			\$ 25,000				\$ 25,000
Public Safety Training - Police				\$ 10,000			\$ 10,000
Public Safety Training - Fire				\$ 4,000			\$ 4,000
Mayor's Committee on Disability					\$ 5,000		\$ 5,000
Police						\$ -	\$ -
Library						\$ 32,000	\$ 32,000
Non Departmental						\$ -	\$ -
Interfund Transfers	\$ 37,248						\$ 37,248
Total Expenditures	\$ 37,248	\$ 220,000	\$ 25,000	\$ 14,000	\$ 5,000	\$ 32,000	\$ 333,248
<u>Ending Fund Balance</u>	\$ 405,241	\$ 88,879	\$ 37,590	\$ 921	\$ 4,138	\$ 50,000	\$ 586,769

City of Nacogdoches
2023 / 2024 Hotel / Motel Tax Fund Summary

October 1, 2023 Estimated Beginning Cash Balance							\$	425,717
		Actual Balance		March Actual	Adopted Budget		Amended Budget	Proposed Budget
		2020 / 2021	2021 / 2022	Balance 2022 / 2023	2022 / 2023	2022 / 2023	2022 / 2023	2023 / 2024
Revenues								
Hotel / Motel Occupancy Tax Receipts	\$	769,673	\$ 864,318	\$ 410,302	\$ 800,000	\$ 800,000	\$ 850,000	
Misc Grant/Contributions Receipts	\$	1,350	\$ 30,100	\$ -	\$ -	\$ -	\$ -	
Interest	\$	962	\$ 9,203	\$ 14,280	\$ 3,000	\$ 3,000	\$ 10,000	
Total Revenues	\$	771,985	\$ 903,622	\$ 424,582	\$ 803,000	\$ 803,000	\$ 860,000	
Total Available Funds							\$	1,285,717
Museum Maintenance/Services	\$	113	\$ 120	\$ -	\$ 20,000	\$ 45,500	\$ 49,500	
Nacogdoches County Exposition Services	\$	95,000	\$ 95,000	\$ 47,500	\$ 95,000	\$ 95,000	\$ 95,000	
Tourist & Convention Services	\$	559,319	\$ 617,966	\$ 262,792	\$ 580,000	\$ 580,000	\$ 616,250	
Capital Outlay - Zion Hill & Museums	\$	304,172	\$ 631,812	\$ 581,393	\$ 235,000	\$ 812,252	\$ 200,000	
Transfers to Historical Fund	\$	25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	
Total Expenses	\$	983,604	\$ 1,369,899	\$ 916,685	\$ 955,000	\$ 1,557,752	\$ 985,750	
September 30, 2024 Ending Cash Balance							\$	299,967
Total Allocated Funds							\$	1,285,717

City of Nacogdoches
2023 / 2024 Debt Service Fund Summary

October 1, 2023 Estimated Beginning Cash Balance		
2021 Tax Note	\$	294,419
Total Beginning Balance	\$	294,419
Revenues		
2021 Tax Note	\$	224,253
Total Current Taxes	\$	224,253
2021 Tax Note	\$	2,265
Total Delinquent Taxes	\$	2,265
Interest	\$	10,000
Total Revenues	\$	236,518
Total Available Funds	\$	530,937
Expenditures		
2021 Tax Note	\$	215,000
Total Principal Payments	\$	215,000
2021 Tax Note	\$	11,518
Total Interest Payments	\$	11,518
Total Expenditures	\$	226,518
September 30, 2024 Estimated Ending Cash Balance		
2021 Tax Note	\$	304,419
Total Ending Balance	\$	304,419
Total Allocated Funds	\$	530,937

City of Nacogdoches
2023 / 2024 Capital Projects Fund Summary

	Street Maint	RLF	Total
October 1, 2023 Estimated Beginning Cash Balance	\$ 71,687	\$ 317,422	\$ 389,109
Revenues			
Street Maintenance Fee	\$ 762,000	\$ -	\$ 762,000
Trf f/ Eco Dev Fund	\$ -	\$ 37,248	\$ 37,248
Trf f/ Utility Fund	\$ -	\$ -	\$ -
Interest	\$ 10,000	\$ 10,000	\$ 20,000
Total Revenues	\$ 772,000	\$ 47,248	\$ 819,248
Total Available Funds	\$ 843,687	\$ 364,670	\$ 1,208,357
Operations			
Bad Debt	\$ 9,000	\$ -	\$ 9,000
Capital			
Streets	\$ 763,000	\$ -	\$ 763,000
Transfer			
Payback Utility Fund to Cover RLF	\$ -	\$ -	\$ -
Total Expenditures	\$ 772,000	\$ -	\$ 772,000
September 30, 2024 Ending Cash Balance	\$ 71,687	\$ 364,670	\$ 436,357
Total Allocated Funds	\$ 843,687	\$ 364,670	\$ 1,208,357

City of Nacogdoches
2023 / 2024 Equipment Replacement Fund Summary

October 1, 2023 Estimated Beginning Balance \$ 3,565,669

Revenues

Rental Receipts	\$	717,259
Miscellaneous Revenue	\$	-
Oil & Gas Revenue	\$	500
Interest	\$	65,000
Trf f/ General Fund	\$	50,000

Total Revenues \$ 832,759

Total Available Funds \$ 4,398,428

Expenditures

Police - Patrol Units (6)	\$	400,000
Fire - Type 3 Wildland Engine	\$	500,000
Fire - Arson Invest. Truck	\$	55,000
Anim Shelter - Truck	\$	45,000
Parks & Cemetery- Truck w/ Dump Bed	\$	75,000
Parks & Cemetery- Truck	\$	55,000
Parks & Cemetery- Truck	\$	55,000
Parks & Cemetery- Truck	\$	47,000
Parks & Cemetery- Truck	\$	47,000
Parks & Cemetery- Truck	\$	35,000
Parks & Cemetery- Mowers (3)	\$	36,000
Info Tech - MS Office Licenses	\$	26,000
Replacement HVAC as needed	\$	50,000

Total Expenditures \$ 1,426,000

September 30, 2024 Estimated Ending Balance \$ 2,972,428

Total Allocated Funds \$ 4,398,428

City of Nacogdoches
2023 / 2024 Self Insurance Fund Summary

October 1, 2023 Estimated Beginning Balance \$ 2,651,353

Revenues

Health Insurance

Employer Contribution to Health Insurance \$ 2,914,500

Employee Contribution to Health Insurance \$ 421,422

Retiree Contribution to Health Insurance \$ 91,878

Dental Insurance

Employer Contribution to Dental Insurance \$ 120,600

Employee Contribution to Dental Insurance \$ 51,125

Non-Operating

Interest \$ 40,000

Total Revenues \$ 3,639,525

Total Available Funds \$ 6,290,878

Expenditures

Health Insurance

Insurance Claims \$ 2,674,159

Administrative Fees \$ 795,493

Special Services \$ 31,500

Dental Insurance

Insurance Claims \$ 122,773

Administrative Fees \$ 15,600

Total Expenditures \$ 3,639,525

September 30, 2024 Estimated Ending Balance \$ 2,651,353

Total Allocated Funds \$ 6,290,878

City of Nacogdoches
Comparison of Required Notices and Legislative Services Expenditures

GENERAL FUND	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Required Notice Advertising Services	\$ 9,018	\$ 14,513	\$ 3,088	\$ 8,375	\$ 8,375	\$ 9,075
Legislative Services	\$ 20,004	\$ 20,058	\$ 10,098	\$ 20,000	\$ 20,000	\$ 20,000
Total Expenditures	\$ 29,022	\$ 34,570	\$ 13,186	\$ 28,375	\$ 28,375	\$ 29,075

UTILITY FUND	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Required Notice Advertising Services	\$ 88	\$ 129	\$ 129	\$ 900	\$ 900	\$ 900
Legislative Services	\$ 20,092	\$ 20,058	\$ 10,098	\$ 20,000	\$ 20,000	\$ 20,000
Total Expenses	\$ 20,180	\$ 20,186	\$ 10,227	\$ 20,900	\$ 20,900	\$ 20,900

SANITATION FUND	Actual Balance 2020 / 2021	Actual Balance 2021 / 2022	March Actual Balance 2022 / 2023	Adopted Budget 2022 / 2023	Amended Budget 2022 / 2023	Proposed Budget 2023 / 2024
Required Notice Advertising Services	\$ 88	\$ -	\$ -	\$ -	\$ -	\$ -
Legislative Services	\$ 21,659	\$ 20,047	\$ 10,093	\$ 20,000	\$ 20,000	\$ 20,000
Total Expenses	\$ 21,747	\$ 20,047	\$ 10,093	\$ 20,000	\$ 20,000	\$ 20,000

City of Nacogdoches Capital Improvements Program 2023 / 2024

PROJECT	Total Project Cost	Amended FY 22 - 23	Proposed FY 23 - 24	Proposed Bond Election	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27	Future FY 27 - 28
GENERAL FUND								
Community Facility:								
New Central Fire Station	\$ 9,119			\$ 9,119				
Maintenance Stations 1,3,4 CARRYOVER	\$ 594	\$ 594						
New Fire Station 1	\$ 3,738			\$ 3,738				
New Fire Station 3	\$ 3,873			\$ 3,873				
Renovate Fire Station 4	\$ 975				\$ 975			
Fire Training Facility	\$ 870						\$ 870	
Community Facility Total	\$ 19,169	\$ 594	\$ -	\$ 16,730	\$ 975	\$ -	\$ -	\$ 870
Parks:								
Parking Lot Repaving Program (materials only)	\$ 340	\$ 150	\$ 30		\$ 40	\$ 40	\$ 40	\$ 40
Liberty Hall Parking Lot Paving	\$ 200				\$ 200			
Mill Pond Park Parking Lot Construction	\$ 120					\$ 120		
Oak Grove Cemetery Repaving	\$ 45	\$ 45						
Restroom - Pecan Park	\$ 259	\$ 259						
Restrooms - Maroney Park	\$ 259	\$ 259						
Restrooms - Festival Park	\$ 259	\$ 259						
Restrooms - Banita North Park	\$ 260			\$ 260				
Restrooms - Ritchie Park	\$ 260			\$ 260				
Restrooms - Pioneer Park	\$ 260			\$ 260				
Restrooms - Mill Pond Park	\$ 260			\$ 260				
Restrooms - McCrimmon Park	\$ 260			\$ 260				
Restrooms - Lake Nacogdoches West	\$ 520						\$ 520	
Restrooms - Lake Nacogdoches East	\$ 260					\$ 260		
Playground - Ritchie St Park	\$ 240	\$ 240						
Playground - McCrimmon Park	\$ 240			\$ 240				
Playground - Mill Pond Park	\$ 240			\$ 240				
Playground - Lake Nacogdoches West	\$ 230			\$ 230				
Playground - Lake Nacogdoches East	\$ 100				\$ 100			
Playground - Lakeside Park	\$ 60				\$ 60			
Playground - Maroney Park	\$ 400							\$ 400
TPWD Boating Access Grant Match	\$ 26				\$ 26			
Lake Nacogdoches West Park Accessible Walkway	\$ 165	\$ 165						
Temple Splash Pad	\$ 180		\$ 180					
Soccer Drainage Phase II	\$ 75	\$ 75						
Soccer Drainage Phase III	\$ 75				\$ 75			
Trails Project - FoHNI Donation	\$ 43	\$ 43						
Skate Park	\$ 1,500				\$ 300	\$ 1,200		
Maroney Pickleball Phase II	\$ 190			\$ 190				
Pioneer Park Pedestrian Bridge	\$ 240	\$ 120				\$ 120		
Concession/Restroom - Dempsey Soccer Complex	\$ 410						\$ 410	
Softball/Baseball Complex Feasibility Study	\$ 75				\$ 75			
Parks Total	\$ 8,051	\$ 1,615	\$ 210	\$ 2,200	\$ 716	\$ 1,900	\$ 970	\$ 440
Downtown:								
Festival Park Engineering	\$ 30				\$ 30			
Commerce Alley Engineering	\$ 30				\$ 30			
Plaza Principal Electrical Upgrades	\$ 50	\$ 50						
Electrical Service Main Street & Festival Park	\$ 350	\$ 350						
Downtown Total	\$ 460	\$ 400	\$ -	\$ -	\$ 60	\$ -	\$ -	\$ -
Facilities								
Sunset Office & Equipment Building	\$ 425			\$ 425				
Parks Mowing Equipment Barn	\$ 730				\$ 50	\$ 680		
City Hall Renovations Phase I	\$ 1,170					\$ 70	\$ 1,100	
City Hall Renovations Phase II	\$ 4,800					\$ 400	\$ 4,400	
Animal Service Center	\$ 8,625					\$ 375	\$ 8,250	
New Service Center	\$ 6,400					\$ 900	\$ 5,500	
City Warehouse & Stores Facility	\$ 800				\$ 50	\$ 750		
Police Department Roof	\$ 50		\$ 50					
Durst-Taylor Museum Roof	\$ 60		\$ 60					
Fleet Maint & Access Rd PW	\$ 300	\$ 300						
City Hall Roof	\$ 900	\$ 200	\$ 700					
SFA Internet Connection	\$ 60				\$ 60			
Facilities Total	\$ 24,320	\$ 500	\$ 810	\$ 425	\$ 160	\$ 3,175	\$ 19,250	\$ -
Streets								
City-Wide Street Rebuild to Maintenance Level	\$ 10,000			\$ 10,000				
Annual Street Rehab (incl sidewalks)	\$ 1,611	\$ 361	\$ 250		\$ 250	\$ 250	\$ 250	\$ 250
Sidewalk Repairs & Additions including Downtown	\$ 1,435			\$ 1,435				
Streets Total	\$ 13,046	\$ 361	\$ 250	\$ 11,435	\$ 250	\$ 250	\$ 250	\$ 250
Drainage								
Annual Storm Sewer System Repairs	\$ 4,000				\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Critical Storm System Reconstruction	\$ 5,900			\$ 5,900				
Drainage Total	\$ 9,900	\$ -	\$ -	\$ 5,900	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
GENERAL FUND TOTAL:	\$ 74,946	\$ 3,470	\$ 1,270	\$ 36,690	\$ 3,161	\$ 6,325	\$ 21,470	\$ 2,560

City of Nacogdoches Capital Improvements Program 2023 / 2024

PROJECT	Total Project Cost	Amended FY 22 - 23	Proposed FY 23 - 24	Proposed Bond Election	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27	Future FY 27 - 28
AIRPORT CONSTRUCTION FUND								
Airport Facilities:								
Runway and Taxiway Pavement (\$600k City Share Gen Fd)	\$ 6,000				\$ 6,000			
Airport Terminal Development Phase I	\$ 7,300			\$ 7,300				
Airport Terminal Development Phase II (Need Funding)	\$ 7,300				\$ 7,300			
Automated Weather Observing System (AWOS) (\$12k City Share Gen Fd)	\$ 120		\$ 120					
Airport Taxiway Extension (\$53.5k City Share Gen Fd)	\$ 535				\$ 335			\$ 200
Airport Fire Protection	\$ 115				\$ 15	\$ 100		
Airport Facility Total	\$ 21,370	\$ -	\$ 120	\$ 7,300	\$ 13,650	\$ 100	\$ -	\$ 200
AIRPORT CONSTRUCTION FUND TOTAL:	\$ 21,370	\$ -	\$ 120	\$ 7,300	\$ 13,650	\$ 100	\$ -	\$ 200

TOTAL BOND ELECTION \$ 43,990

PROJECT	Total Project Cost	Amended FY 22 - 23	Proposed FY 23 - 24	Proposed Bond Election	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27	Future FY 27 - 28
HOTEL TAX FUND								
Community Facility:								
Zion Hill Church Exhibits	\$ 200		\$ 200					
Zion Hill Church Parking	\$ 65	\$ 65						
Community Facility Total	\$ 265	\$ 65	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -
HOTEL TAX FUND TOTAL:	\$ 265	\$ 65	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT	Total Project Cost	Amended FY 22 - 23	Proposed FY 23 - 24	Proposed Bond Election	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27	Future FY 27 - 28
SPECIAL GRANT FUND								
Special Projects:								
Lanana Trail North of Austin	\$ 102	\$ 102						
Pilgrims Pride Sportsplex Improvements	\$ 641	\$ 641						
Parks Restrooms Demo/Repair - ARPA	\$ 70	\$ 70						
Fire Station Renovations - ARPA	\$ 800	\$ 800						
Drainage Improvements - ARPA	\$ 2,900	\$ 2,900						
Grants Consultant - ARPA	\$ 239	\$ 239						
Architect/Engineer - ARPA	\$ 150	\$ 150						
Special Projects Total	\$ 4,902	\$ 4,902	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SPECIAL GRANT FUND TOTAL:	\$ 4,902	\$ 4,902	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT	Total Project Cost	Amended FY 22 - 23	Proposed FY 23 - 24	Proposed Bond Election	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27	Future FY 27 - 28
CAPITAL PROJECTS FUND								
RFP Special Projects:								
RLF Sidewalk Project	\$ 743	\$ 743						
RLF Park Project	\$ 120	\$ 120						
Special Projects Total	\$ 863	\$ 863	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Maintenance Fund Projects:								
Annual Street Maintenance	\$ 5,185	\$ 1,435	\$ 750					\$ 3,000
Street Maint Fund Projects Total	\$ 5,185	\$ 1,435	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ 3,000
CAPITAL PROJECTS FUND TOTAL:	\$ 6,048	\$ 2,298	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ 3,000

City of Nacogdoches Capital Improvements Program 2023 / 2024

PROJECT	Total Project Cost	Amended FY 22 - 23	Proposed FY 23 - 24	Proposed Bond Election	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27	Future FY 27 - 28
UTILITY FUND								
Waterworks:								
Water Line Additions/Replacements - ARPA	\$ 1,900	\$ 1,900						
Water Line Additions/Replacements	\$ 4,500	\$ 750	\$ 750		\$ 750	\$ 750	\$ 750	\$ 750
Water Line Developer Reimbursements	\$ 1,500	\$ 250	\$ 250		\$ 250	\$ 250	\$ 250	\$ 250
Major Water Line Repairs	\$ 5,000						\$ 5,000	
Water Well Rehab (one annually)	\$ 1,450	\$ 225	\$ 225		\$ 250	\$ 250	\$ 250	\$ 250
Water Wells 5 & 10 Plugging	\$ 255	\$ 75	\$ 180					
SCADA Replacements & Upgrades	\$ 2,300	\$ 250			\$ 900	\$ 1,150		
SWPS Transmission Line Replacement	\$ 4,550				\$ 450	\$ 4,100		
AMR Transmitter & Meter Replacement	\$ 4,772	\$ 4,772						
N Middle Plane Elevated Storage Tank	\$ 1,600				\$ 250	\$ 1,350		
SSPS - SWPS Interconnect	\$ 2,000				\$ 250	\$ 1,750		
Direct Connect US 59 Water Line Relocation	\$ 956	\$ 956						
VFD for Motors at Surface Water Plant	\$ 456	\$ 336	\$ 120					
Hydraulic Valve System SW Pump Station	\$ 125	\$ 125						
Crossconnection Controls - City Facilities	\$ 87	\$ 87						
Lake Nacogdoches TCEQ Required Spillway Repair	\$ 550	\$ 250	\$ 300					
Water Treatment Filter Reconstruction	\$ 2,329	\$ 1,454			\$ 875			
SWTP Gate Replacement	\$ 50		\$ 50					
SWTP LED Lighting	\$ 120				\$ 120			
Post Oak Booster Pump	\$ 45		\$ 45					
Waterworks Total	\$ 34,545	\$ 11,430	\$ 1,920	\$ -	\$ 4,095	\$ 9,600	\$ 6,250	\$ 1,250
Wastewater:								
Liftstation (FM 1878) Replacement	\$ 810	\$ 810						
Banita Creek Sewer Line Replacement	\$ 18,449	\$ 2,449					\$ 16,000	
Lanana Creek Sewer Line Replacement	\$ 15,500	\$ 2,500					\$ 13,000	
Sewer Line Additions/Replacements - ARPA CARRYOVER	\$ 2,061	\$ 2,061						
Sewer Line Additions/Replacements	\$ 4,250	\$ 500	\$ 750		\$ 750	\$ 750	\$ 750	\$ 750
Sewer Line Developer Reimb.	\$ 1,500	\$ 250	\$ 250		\$ 250	\$ 250	\$ 250	\$ 250
Direct Connect US 59 Sanitary Sewer Relocation	\$ 480	\$ 480						
Major Sewer System Repairs	\$ 5,700						\$ 5,700	
WWTP General Improvements (formerly Treatment Plant Aeration)	\$ 2,500		\$ 500		\$ 500	\$ 500	\$ 500	\$ 500
TDS & Phosphate Plant Upgrades	\$ 2,100					\$ 300	\$ 1,800	
Clarifier 3 & 4 Rebuild	\$ 2,520	\$ 120	\$ 2,400					
Clarifier 1 & 2 Repair	\$ 550						\$ 550	
Grit Trap Replacement	\$ 1,100				\$ 1,100			
Bar Screen Replacement	\$ 650	\$ 474	\$ 176					
WWTP Digester Bypass	\$ 425	\$ 425						
SCADA Replacements & Upgrades	\$ 850	\$ 250			\$ 600			
Digester Improvements	\$ 880					\$ 880		
WWTP RAS Pump Replacements	\$ 300		\$ 300					
WWTP Influent Pump Replacement	\$ 125		\$ 125					
WWTP Surface Aerator Replacement	\$ 50		\$ 50					
Belt Press Building	\$ 1,350	\$ 1,350						
Wastewater Total	\$ 62,150	\$ 11,669	\$ 4,551	\$ -	\$ 3,200	\$ 2,680	\$ 38,550	\$ 1,500
UTILITY FUND TOTAL:	\$ 96,695	\$ 23,099	\$ 6,471	\$ -	\$ 7,295	\$ 12,280	\$ 44,800	\$ 2,750

PROJECT	Total Project Cost	Amended FY 22 - 23	Proposed FY 23 - 24	Proposed Bond Election	Future FY 24 - 25	Future FY 25 - 26	Future FY 26 - 27	Future FY 27 - 28
SANITATION FUND								
Solid Waste Collection & Disposal								
Construct New Landfill Block O Cell Opening	\$ 3,000	\$ 3,000						
Landfill Major Permit Amendment & Expansion	\$ 2,666	\$ 2,066					\$ 600	
Central Garbage Sites	\$ 60		\$ 60					
Sanitation Admin Roof	\$ 50		\$ 50					
Block P Road Repair	\$ 275		\$ 275					
Solid Waste Collection & Disposal Total	\$ 6,051	\$ 5,066	\$ 385	\$ -	\$ -	\$ -	\$ 600	\$ -
SANITATION FUND TOTAL:	\$ 6,051	\$ 5,066	\$ 385	\$ -	\$ -	\$ -	\$ 600	\$ -

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

Taxing Unit Name

Phone (area code and number)

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ _____
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ _____
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ _____
4.	2022 total adopted tax rate.	\$ _____ /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value. A. Original 2022 ARB values: \$ _____ B. 2022 values resulting from final court decisions: - \$ _____ C. 2022 value loss. Subtract B from A.³	\$ _____
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25. A. 2022 ARB certified value: \$ _____ B. 2022 disputed value: - \$ _____ C. 2022 undisputed value. Subtract B from A. ⁴	\$ _____
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ _____

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ _____
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ _____
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ _____ B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ _____ C. Value loss. Add A and B.⁶	\$ _____
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ _____ B. 2023 productivity or special appraised value: - \$ _____ C. Value loss. Subtract B from A.⁷	\$ _____
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ _____
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ _____
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ _____
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ _____
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ _____
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ _____
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ _____ B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ _____ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ _____ D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.¹² - \$ _____ E. Total 2023 value. Add A and B, then subtract C and D.	\$ _____

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ _____ B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ _____ C. Total value under protest or not certified. Add A and B.	\$ _____
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ _____
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ _____
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ _____
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ _____
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ _____
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ _____
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ _____ / \$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ _____ / \$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ _____ / \$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §26.012(6)

¹⁸ Tex. Tax Code §26.012(17)

¹⁹ Tex. Tax Code §26.012(17)

²⁰ Tex. Tax Code §26.04(c)

²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ _____
31.	Adjusted 2022 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ _____ B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ _____ C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ _____ D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ _____ E. Add Line 30 to 31D.	\$ _____
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ _____/\$100
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0. A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ _____ B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ _____ C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ _____/\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ _____/\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0. A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ _____ B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ _____ C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ _____/\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ _____/\$100

²² [Reserved for expansion]²³ Tex. Tax Code §26.044²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0. A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ _____ B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ _____ C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ _____/\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ _____/\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ _____/\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0. A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ _____ B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ _____ C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ _____/\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ _____/\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ _____/\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ _____ B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ _____ C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ _____/\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ _____/\$100
39.	Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ _____/\$100
40.	Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ _____ B. Divide Line 40A by Line 32 and multiply by \$100 \$ _____/\$100 C. Add Line 40B to Line 39.	\$ _____/\$100
41.	2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ _____/\$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ /\$100
42.	Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ _____ B. Subtract unencumbered fund amount used to reduce total debt. - \$ _____ C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ _____ D. Subtract amount paid from other resources - \$ _____ E. Adjusted debt. Subtract B, C and D from A.	\$ _____
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ _____
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ _____
45.	2023 anticipated collection rate. A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ % B. Enter the 2022 actual collection rate. % C. Enter the 2021 actual collection rate. % D. Enter the 2020 actual collection rate. % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	_____ %
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ _____
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ _____ /\$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ _____ /\$100
D49.	Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ /\$100

²⁷ Tex. Tax Code §26.042(a)²⁸ Tex. Tax Code §26.012(7)²⁹ Tex. Tax Code §26.012(10) and 26.04(b)³⁰ Tex. Tax Code §26.04(b)³¹ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ _____ /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ _____
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ _____ /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ _____ /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ _____ /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ _____
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____ /\$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex. Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d)

³⁸ Tex. Tax Code §26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 component. Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67)..... \$ _____/\$100	
B.	Unused increment rate (Line 66)..... \$ _____/\$100	
C.	Subtract B from A \$ _____/\$100	
D.	Adopted Tax Rate. \$ _____/\$100	
E.	Subtract D from C..... \$ _____/\$100	
64.	Year 2 component. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67)..... \$ _____/\$100	
B.	Unused increment rate (Line 66)..... \$ _____/\$100	
C.	Subtract B from A \$ _____/\$100	
D.	Adopted Tax Rate. \$ _____/\$100	
E.	Subtract D from C..... \$ _____/\$100	
65.	Year 1 component. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 65)..... \$ _____/\$100	
B.	Unused increment rate (Line 64)..... \$ _____/\$100	
C.	Subtract B from A \$ _____/\$100	
D.	Adopted Tax Rate. \$ _____/\$100	
E.	Subtract D from C..... \$ _____/\$100	
66.	2023 unused increment rate. Add Lines 63E, 64E and 65E.	\$ _____/\$100
67.	Total 2023 voter-approval tax rate, including the unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ _____/\$100

³⁹ Tex. Tax Code §26.013(a)

⁴⁰ Tex. Tax Code §26.013(c)

⁴¹ Tex. Tax Code §26.0501(a) and (c)

⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code §26.063(a)(1)

⁴⁴ Tex. Tax Code §26.012(8-a)

⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ _____ /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ _____ /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ _____ /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ _____ /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ _____ /\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ _____
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ _____ /\$100

⁴⁶ Tex. Tax Code §26.042(b)

⁴⁷ Tex. Tax Code §26.042(f)

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ _____/\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ _____/\$100

As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).

Indicate the line number used: _____

Voter-approval tax rate. \$ _____/\$100

As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).

Indicate the line number used: _____

De minimis rate. \$ _____/\$100

If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

**print
here** ➡

Printed Name of Taxing Unit Representative

**sign
here** ➡

Jason Malott

Taxing Unit Representative

Date

⁵⁰ Tex. Tax Code §§26.04(c-2) and (d-2)



City Council Meeting

Date: August 15, 2023

Agenda Item: 6.G.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: City Council record vote on Proposed Tax Rate for the 2023-2024 fiscal year. (Director of Finance)

SUMMARY/BACKGROUND: As part of the new advertising requirements passed in SB2 relating to the property tax setting process, the City Council is required to take a record vote on the tax rate being proposed for the 2023-2024 fiscal year. That record vote will be included in the newspaper advertisement issued by the Nacogdoches Central Appraisal District listing the date, time and location of the public hearing.

The municipal property tax rates for the preceding fiscal year, and each municipal property tax rate that has been calculated for the current fiscal year, include:

Preceding Fiscal Year Rates

The Property Tax Rate for the Preceding Fiscal Year - \$0.51851

The No-New-Revenue Tax Rate – \$0.55479

The Voter Approval Tax Rate - \$0.54943

Calculated Rates

The Property Tax Rate for the Preceding Fiscal Year - \$0.51851

The No-New-Revenue Tax Rate – \$0.47445

The Voter Approval Tax Rate - \$0.50604

Proposed Rates

Maintenance & Operations Tax Rate - \$0.46342

Debt Rate (Interest & Sinking Fund) - \$0.01103

Total Proposed Property Tax Rate - \$0.47445

[Proposed 2023-2024 as of August 8th 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. Presentation

2023 – 2024 Proposed Tax Rate

August 15, 2023

2023-2024 Property Taxes

- Taxable Value - \$2,347,313,668
 - Tax Ceiling Value - \$237,384,328
 - Adjusted Taxable Value - \$2,073,929,340
 - Includes \$6,985,598 in new property added to the tax roll
- Prior Year Tax Rate - \$0.51851/\$100
- No-New-Revenue Tax Rate - \$0.47445/\$100
- Voter-Approval Tax Rate - \$0.50604/\$100

2023-2024 Property Taxes

- Proposed Tax Rate - \$0.47445/\$100
 - O&M - \$10,846,312
 - Debt - \$ 228,754
- Generates \$ 33,143 in new revenue
 - From New Value - \$6,985,598

2023-2024 Property Tax Liability

Avg Home Value \$124,384 (after exemptions)

- 2023-2024 Proposed Tax Rate \$0.47445 = \$590.14 tax liability
- 2023-2024 No-New-Revenue Tax Rate \$0.47445/\$100 = \$590.14 tax liability
- \$0.00 increase in annual tax liability

Vote on Proposed Property Tax Rate

- Proposed Tax Rate - \$0.47445/\$100 valuation
 - O&M - \$0.46342
 - Debt - \$0.01103
- Sets this rate as the maximum rate allowable for ratification on Sept 12, 2023



City Council Meeting

Date: August 15, 2023

Agenda Item: 6.H.

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: Consider adoption of Resolution Number 1348-08-23, authorizing the City of Nacogdoches to nominate Pilgrim's Pride Corporation to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank as an Enterprise Project. (Economic Development Director)

SUMMARY/BACKGROUND: Pilgrim's Pride is requesting to participate in the Texas Enterprise Zone Program, which requires the City of Nacogdoches to adopt a Resolution nominating them as a State Enterprise Project.

Pilgrim's Pride currently employs approximately 1,400 people in Nacogdoches. The company plans to invest \$24 million in their facility on S. University and Martin Luther King Jr. Drive. Ten million dollars will be invested in construction materials for their expansion. The remaining \$14 million will be spent on new machinery and upgrades to existing equipment. The project assists in the retention of the approximate 1,400 current jobs and adds 10 new jobs in Nacogdoches.

The designation as an enterprise project will allow Pilgrim's Pride to receive a rebate from state sales and use taxes on qualified expenditures. This designation comes at no cost to the city.

FINANCIAL:

No financial impact associated with this item

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

Economic Development

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

ATTACHMENTS: 1. Resolution No 1348-08-23 Pilgrim's Pride EZ

RESOLUTION No. 1348-08-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NACOGDOCHES,
TEXAS, AUTHORIZING THE CITY OF NACOGDOCHES TO NOMINATE
PILGRIM'S PRIDE CORPORATION TO THE OFFICE OF THE GOVERNOR,
ECONOMIC DEVELOPMENT AND TOURISM ("OOGEDT") THROUGH THE
ECONOMIC DEVELOPMENT BANK ("BANK") AS AN ENTERPRISE PROJECT
("PROJECT")**

WHEREAS, the City of Nacogdoches (City) has previously passed Ordinance No. 1551-8-10 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No. 1551-8-10;

WHEREAS, the Office of the Governor Economic Development and Tourism (EDC) through the Economic Development Bank (Bank) will consider **PILGRIM'S PRIDE CORPORATION** as an enterprise project pursuant to a nomination and an application made by the City;

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals;

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), **PILGRIM'S PRIDE CORPORATION** has applied to the City for designation as an enterprise project;

WHEREAS, the City finds that **PILGRIM'S PRIDE CORPORATION** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. **PILGRIM'S PRIDE CORPORATION** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone and at least twenty-five percent (25.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of **PILGRIM'S PRIDE CORPORATION** as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that **PILGRIM'S PRIDE CORPORATION** meets the criteria for tax relief and other incentives adopted by the City and nominates **PILGRIM'S PRIDE CORPORATION** for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate **PILGRIM'S PRIDE CORPORATION** as an enterprise project pursuant to the Act;

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

That the findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

BE IT FURTHER RESOLVED that **PILGRIM'S PRIDE CORPORATION** is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

BE IT FURTHER RESOLVED that the enterprise project shall take effect on the date of designation of the enterprise project by the agency and terminate on 5 years after the date of designation.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL of the City of Nacogdoches this 15th day of August, 2023 at a regular meeting which was held in compliance with the Open Meetings Act, Texas Government Code §551.001, *et Seq.* at which meeting a quorum was present and voting.

Randy Johnson, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

RESOLUTION No. 1349-08-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NACOGDOCHES, TEXAS, AUTHORIZING THE CITY OF NACOGDOCHES TO NOMINATE TH HEALTHCARE, LTD ("TH HEALTHCARE") TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM ("OOGEDT") THROUGH THE ECONOMIC DEVELOPMENT BANK ("BANK") AS AN ENTERPRISE PROJECT ("PROJECT")

WHEREAS, the City of Nacogdoches (City) has previously passed Ordinance No. 1551-8-10 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No. 1551-8-10;

WHEREAS, the Office of the Governor Economic Development and Tourism (EDC) through the Economic Development Bank (Bank) will consider **TH HEALTHCARE** as an enterprise project pursuant to a nomination and an application made by the City;

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals;

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), **TH HEALTHCARE** has applied to the City for designation as an enterprise project;

WHEREAS, the City finds that **TH HEALTHCARE** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. **TH HEALTHCARE** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone and at least twenty-five percent (25.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of **TH HEALTHCARE** as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that **TH HEALTHCARE** meets the criteria for tax relief and other incentives adopted by the City and nominates **TH HEALTHCARE** for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate **TH HEALTHCARE** as an enterprise project pursuant to the Act;

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

That the findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

BE IT FURTHER RESOLVED that **TH HEALTHCARE** is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

BE IT FURTHER RESOLVED that the enterprise project shall take effect on the date of designation of the enterprise project by the agency and terminate on 5 years after the date of designation.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL of the City of Nacogdoches this 15th day of August, 2023 at a regular meeting which was held in compliance with the Open Meetings Act, Texas Government Code §551.001, *et Seq.* at which meeting a quorum was present and voting.

Randy Johnson, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

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

Not Applicable

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

ATTACHMENTS:



City Council Meeting

Date: August 15, 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 of this executive session is City Manager Search. (Human Resources Director)

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: