



March 16, 2021

Notice is hereby given of a Regular Meeting of Nacogdoches City Council to be held on the above date via videoconference, with the opportunity to appear in person in the City Council Chambers of City Hall, 202 East Pilar Street, Nacogdoches, Texas, with a Work Session beginning at 4:00 p.m. and Regular Session beginning at 5:30 p.m. for the purpose of considering the following agenda items.

In accordance with Orders of the Governor due to the COVID-19 pandemic, the City of Nacogdoches City Council meeting will be deemed as being conducted via teleconference or videoconference. However, some City Council Members may attend virtually, while others may be present in the above stated physical location. Regardless, 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. For those attending in person, strict adherence to COVID-19 related CDC guidelines will be enforced at all times.

Members of the public who wish to submit comments by telephone on a listed agenda item must contact the City Secretary's office by email at vinsonj@nactx.us or by calling 936-559-2506 and providing their name, telephone number and relevant agenda item upon which they wish to speak. All requests to make comments by telephone must be received by 12:00 p.m. on March 16, 2021. 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. **WORK SESSION:**
 - A. Receive a report and hold a discussion regarding the 2020 Police Department Racial Profiling Report. (Acting Police Chief)
4. Open Forum.
5. Items to be removed from Consent Agenda.
6. **CONSENT AGENDA:** Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes from February 23, 2021 special session and March 2, 2021 regular session. (City Secretary)
 - B. Consider ordinance amending Ordinance No. 1835-09-20 appropriating various amounts in accordance with budget adopted for the ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021. This budget amendment is for

the receipt of CARES funding. (Finance Director)

- C. Consider resolution closing East Main Street for the annual Nacogdoches Main Street Wine Swirl Event, April 10, 2021. (Historic Sites/Main Street Manager)

7. **REGULAR AGENDA:**

- A. **Public Hearing:** Consider an ordinance amending a Specific Use Permit for an existing Mini Warehouse storage facility, for approximately 8.1 acres, being Lot 1, City Block 72 of the Maxwell Subdivision, located at 6825 North Street. This request has been submitted by D&S Blacklock Family, LP. Case File SUP2021-01. (City Planner)
- B. **Public Hearing:** Consider an ordinance amending the boundaries of a zoning district within the City of Nacogdoches from R-4 Multi-Family for Lots 10-B-1 & 10-B-1 (EASMT), 11 & 11-B, City Block 54, located on Martinsville Street. This request has been submitted by Nick Galen of Aspen Heights Partners. Case File ZON2021-02. (City Planner)
- C. Consider approval of the purchase of two used fire engines from Siddons-Martin Emergency Group in the amount of \$220,000. (Fire Chief)
- D. Consider an ordinance amending Ordinance Number 1835-09-20 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021. (Purchase of two used fire engines) (Fire Chief)
- E. Discuss and provide staff direction related to an Interlocal Agreement with Stephen F. Austin State University for COVID-19 Vaccination support. (Fire Chief)
- F. Receive a report and hold a discussion regarding the fire station location study. (Fire Chief)
- G. Consider approval of a contract by and between the City of Nacogdoches and Two Fifteen Consulting for professional engineering services for 2021 Summer Hill and Logansport Drainage Improvements Project in a not-to-exceed amount of \$87,000. (Assistant Director of Public Works)

8. Adjourn.



Jan Vinson, City Secretary



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

CERTIFICATION

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on March 10, 2021 at 6:30 p.m. and remained posted until meeting convened.

Jan Vinson, City Secretary



City Council Meeting

Date: March 16, 2021

Agenda Item: 3.A.

PRESENTER: Scott Weems, Asst Police Chief

ITEM/SUBJECT: Receive a report and hold a discussion regarding the 2020 Police Department Racial Profiling Report. (Acting Police Chief)

SUMMARY/BACKGROUND: During the past year, the Police Department has collected and reported motor vehicle-related contact data, as prescribed by law, for the purpose of identifying racial profiling practices. The 2017 Sandra Bland Act was passed and signed into law and requires law enforcement agencies to collect additional data and provide a more detailed analysis.

This report is the analysis of the Nacogdoches Police Department for 2020.

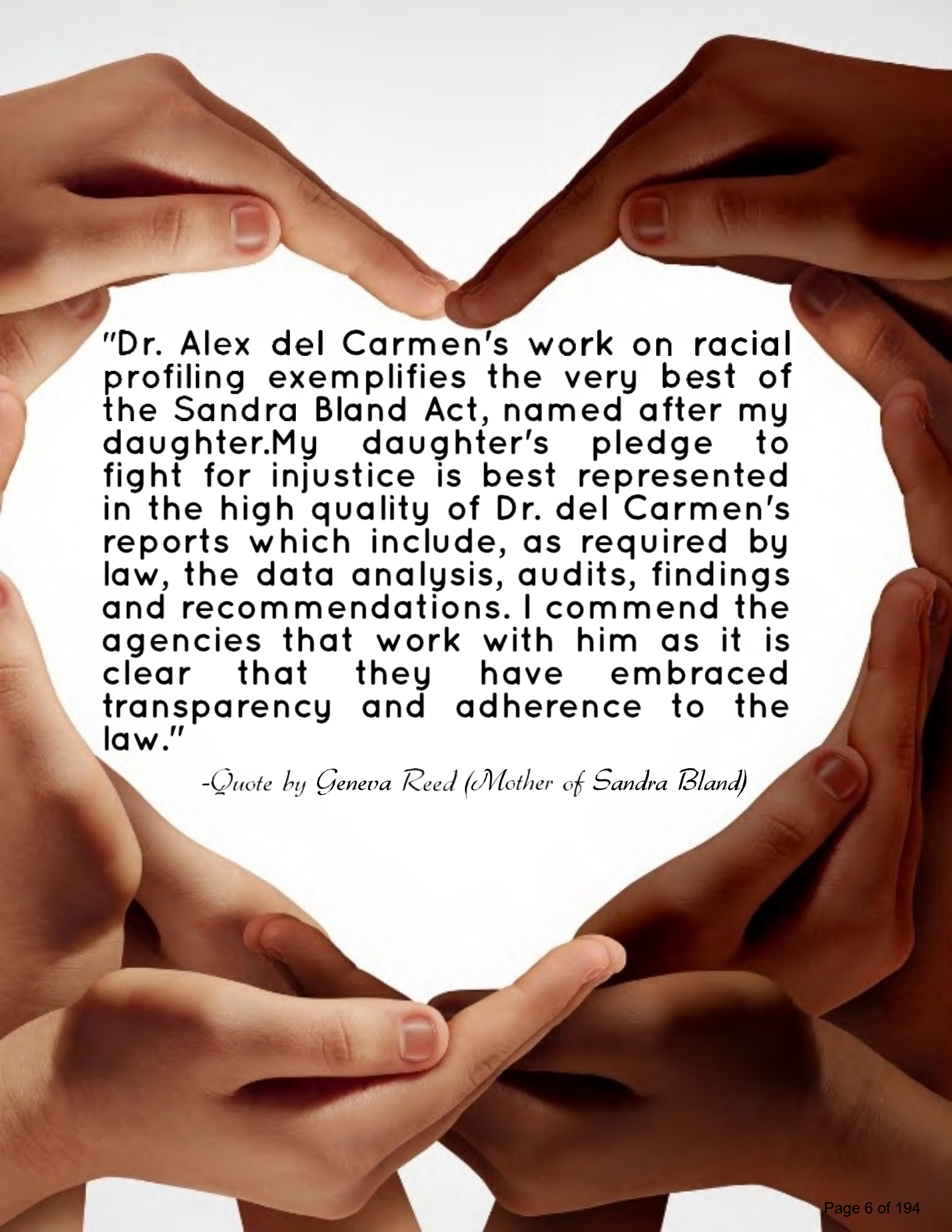
FINANCIAL:

No financial impact associated with this item

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

ATTACHMENTS: 1. 2020 Racial Profiling Report

Nacogdoches POLICE DEPARTMENT
2020
RACIAL PROFILING REPORT
SANDRA BLAND ACT

A circular arrangement of hands of various skin tones (light, medium, and dark brown) framing the text. The hands are positioned with fingers pointing towards the center, creating a ring-like effect around the quote.

"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)

January 22, 2021
Nacogdoches City Council
312 W. Main Street
Nacogdoches, Texas 75961

Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year, the Nacogdoches Police Department, in accordance with the law, has collected and reported motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Nacogdoches Police Department and are included in this report.



This particular report contains three sections with information on motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Nacogdoches Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074); which later became the Texas Racial Profiling Law. Further, you will find the Texas HB 3389, which, in 2009, introduced new requirements relevant to racial profiling as well as the Sandra Bland Act. Also, in this section, a list of requirements relevant to the Racial Profiling Law as established by TCOLE (Texas Commission on Law Enforcement) is included. In addition, you will find, in sections 2 and 3 documentation which demonstrates compliance by the Nacogdoches Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the implementation of an institutional policy banning racial profiling, the incorporation of a racial profiling complaint process and the training administered to all law enforcement personnel.

The last section of this report includes statistical data relevant to contacts, made during the course of motor vehicle stops and in accordance with the law, between 1/1/20 and 12/31/20. In addition, this section contains the TCOLE Tier 2 form, which is required to be submitted to this particular organization by March 1st of each year. The data in this report has been analyzed and compared to data derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report. The findings in this report serve as evidence of the Nacogdoches Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/20 - 12/31/20, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Nacogdoches Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/20 - 12/31/20.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

TIER 2 DATA

TOTAL STOPS: 5,361

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	3,856
US Highway	1,125
County Road	23
State Highway	260
Private Property	97

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	647
No	4,714

RACE OR ETHNICITY

Alaska Native/American Indian	33
Asian/Pacific Islander	59
Black	1,973
White	2,314
Hispanic/Latino	982

GENDER

Female Total: 2,145

Alaska Native/American Indian	6
Asian/Pacific Islander	14
Black	755
White	1,030
Hispanic/Latino	340

Male Total: 3,216

Alaska Native/American Indian	27
Asian/Pacific Islander	45
Black	1,218
White	1,284
Hispanic/Latino	642

REASON FOR STOP?

Violation of Law Total: 53

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	24
White	23
Hispanic/Latino	5

Pre-Existing Knowledge Total: 79

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	30
White	32
Hispanic/Latino	17

Moving Traffic Violation Total: 4,363

Alaska Native/American Indian	33
Asian/Pacific Islander	52
Black	1,644
White	1,829
Hispanic/Latino	805

Tables Illustrating Motor Vehicle-Related Contacts

TIER 2 DATA continued

Vehicle Traffic Violation Total: 866

Alaska Native/American Indian	0
Asian/Pacific Islander	6
Black	275
White	430
Hispanic/Latino	155

Contraband (in plain view) Total: 10

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	6
White	1
Hispanic/Latino	2

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	2	31
Asian/Pacific Islander	5	54
Black	205	1,768
White	72	2,242
Hispanic/Latino	48	934
TOTAL	332	5,029

Probable Cause Total: 164

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	115
White	34
Hispanic/Latino	13

Inventory Total: 8

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	3
Hispanic/Latino	2

REASON FOR SEARCH?

Consent Total: 147

Alaska Native/American Indian	2
Asian/Pacific Islander	2
Black	78
White	34
Hispanic/Latino	31

Incident to arrest Total: 3

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	0
Hispanic/Latino	0

Tables Illustrating Motor Vehicle-Related Contacts

TIER 2 DATA continued

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	1	32
Asian/Pacific Islander	1	58
Black	120	1,853
White	38	2,276
Hispanic/Latino	20	962
TOTAL	180	5,181

Did the finding result in arrest (total should equal previous column)?

	YES	NO
Alaska Native/American Indian	0	1
Asian/Pacific Islander	0	1
Black	13	107
White	7	31
Hispanic/Latino	5	15
TOTAL	25	155

DESCRIPTION OF CONTRABAND

Drugs Total: 158

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	108
White	31
Hispanic/Latino	17

Weapons Total: 3

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	1
Hispanic/Latino	1

Currency Total: 9

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	0
Hispanic/Latino	2

Alcohol Total: 12

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	6
White	4
Hispanic/Latino	2

Tables Illustrating Motor Vehicle-Related Contacts

TIER 2 DATA continued

Stolen Property Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	0

Other Total: 7

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	1
White	1
Hispanic/Latino	4

RESULT OF THE STOP

Verbal Warning Total: 1,759

Alaska Native/American Indian	24
Asian/Pacific Islander	35
Black	720
White	688
Hispanic/Latino	292

Written Warning Total: 1,662

Alaska Native/American Indian	3
Asian/Pacific Islander	10
Black	637
White	776
Hispanic/Latino	236

Citation Total: 1,895

Alaska Native/American Indian	6
Asian/Pacific Islander	14
Black	592
White	837
Hispanic/Latino	446

Written Warning and Arrest Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	6
White	0
Hispanic/Latino	0

Citation and Arrest Total: 17

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	8
White	6
Hispanic/Latino	3

Arrest Total: 22

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	10
White	7
Hispanic/Latino	5

Tables Illustrating Motor Vehicle-Related Contacts

TIER 2 DATA continued

ARREST BASED ON

Violation of Penal Code Total: 33

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	19
White	8
Hispanic/Latino	6

Violation of Traffic Law Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	4
Hispanic/Latino	1

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 10

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	6
White	3
Hispanic/Latino	1

WAS PHYSICAL FORCE RESULTING IN BODILY INJURY USED DURING STOP?

Yes Total: 4

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	0
Hispanic/Latino	2

No Total: 5,357

Alaska Native/American Indian	33
Asian/Pacific Islander	59
Black	1,971
White	2,314
Hispanic/Latino	980

NUMBER OF COMPLAINTS OF RACIAL PROFILING

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Table 1. Motor Vehicle Contacts Including Tickets, Citations and Warnings. (1/1/20-12/31/20)

Race/Ethnicity	All Motor Vehicle Contacts		Tickets or Citations*		Verbal Warnings		Written Warnings	
	N	%	N	%	N	%	N	%
Alaska Native or American Indian	33	1	6	0	24	1	3	0
Asian or Pacific Islander	59	1	14	1	35	2	10	1
Black	1,973	37	600	31	720	41	643	39
White	2,314	43	843	44	688	39	776	47
Hispanic or Latino	982	18	449	23	292	17	236	14
TOTAL	5,361	100	1,912	100	1,759	100	1,668	100

*Includes stops for alleged violation of a law or ordinance, tickets/citations, and verbal and written warnings

"N" represents "number" of all motor vehicle-related contacts

** Race/Ethnicity is defined by HB 3051



Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access (in percentages). (1/1/2020 -12/31/20)

Race/Ethnicity*	Contacts (in percentages)	Households With Vehicle Access (in percentages)
Alaska Native or American Indian	1	0
Asian or Pacific Islander	1	0
Black	37	33
White	43	55
Hispanic or Latino	18	11
TOTAL	100	100

"N" represents "number" of all motor vehicle contacts

** Race/Ethnicity is defined by HB 3051

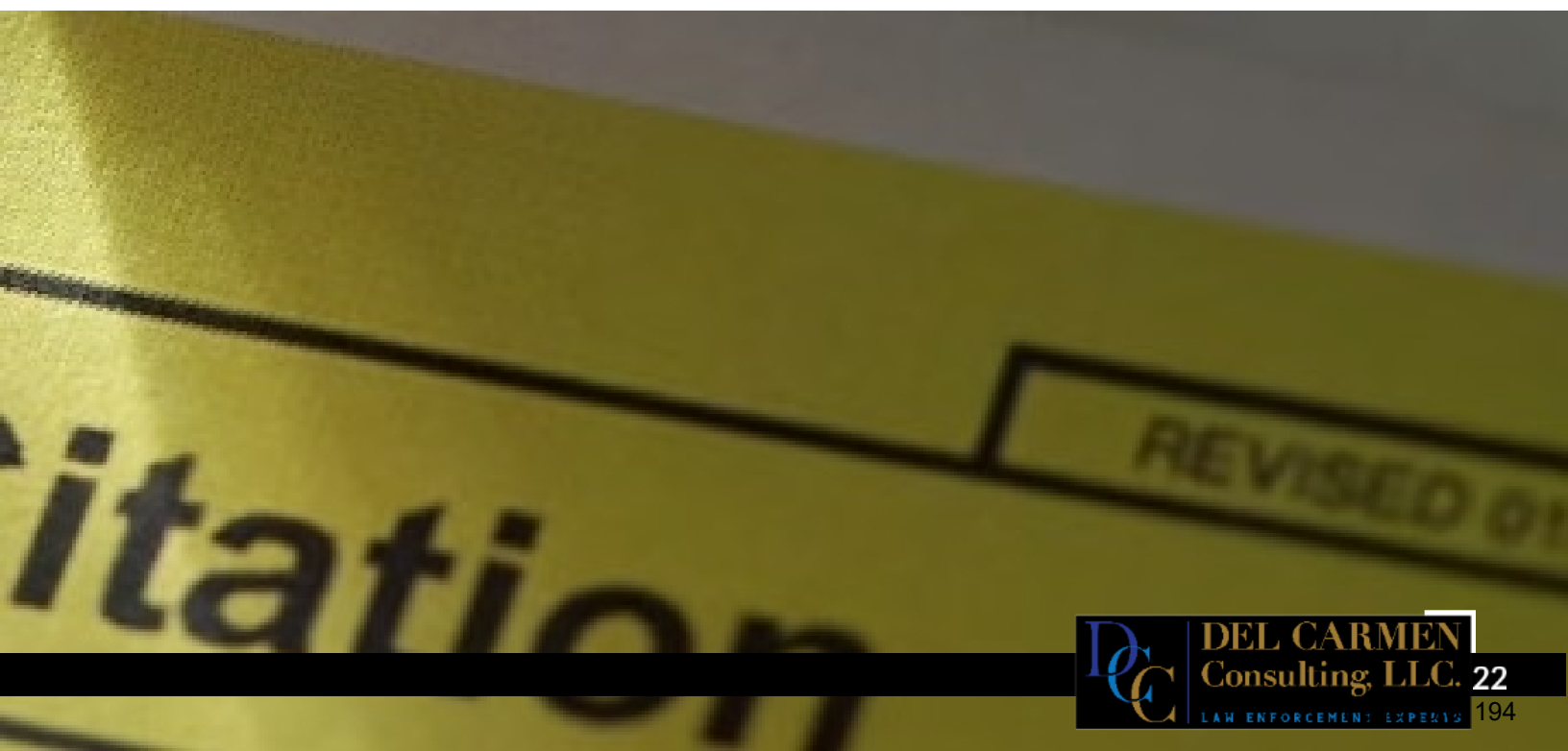


Table 3. Motor Vehicle Searches and Arrests. (1/1/20-12/31/20)

Race/Ethnicity	Searches		Consensual Searches		Custody Arrests	
	N	%	N	%	N	%
Alaska Native or American Indian	2	1	2	1	0	0
Asian or Pacific Islander	5	2	2	1	0	0
Black	205	62	78	53	24	53
White	72	22	34	23	13	29
Hispanic or Latino	48	14	31	21	8	18
TOTAL	332	100	147	100	45	100

"N" represents "number" of all motor vehicle contacts

** Race/Ethnicity is defined by HB 3051



Table 5. Search Data (1/1/20-12/31/20)

Race/Ethnicity	Searches		Contraband/ Evidence Found		Contraband/ Evidence Not Found		Arrests	
	N	%	N	%	N	%	N	%
Alaska Native or American Indian	2	1	1	1	32	1	0	0
Asian or Pacific Islander	5	2	1	1	58	1	0	0
Black	205	62	120	67	1,853	36	24	53
White	72	22	38	21	2,276	44	13	29
Hispanic or Latino	48	14	20	11	962	19	8	18
TOTAL	332	100	180	100	5,181	100	45	100

"N" represents "number" of all motor vehicle contacts

** Race/Ethnicity is defined by HB 3051



Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/20-12/31/20.

Data Audits on Racial Profiling Data

Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	January 20, 2020	Data reviewed is valid and reliable.
2	April 20, 2020	Data reviewed is valid and reliable.
3	August 20, 2020	Data reviewed is valid and reliable.
4	December 20, 2020	Data reviewed is valid and reliable.

Additional Comments:

Table 7. Instances Where Use of Force Was Used Which Caused Bodily Injury During a Motor Vehicle Contact. (1/1/20-12/31/20)

Race/Ethnicity	Use of Force Causing Bodily Injury	
	N	%
Alaska Native or American Indian	0	0
Asian or Pacific Islander	0	0
Black	2	50
White	0	0
Hispanic or Latino	2	50
TOTAL	4	100

"N" represents "number" of all motor vehicle contacts

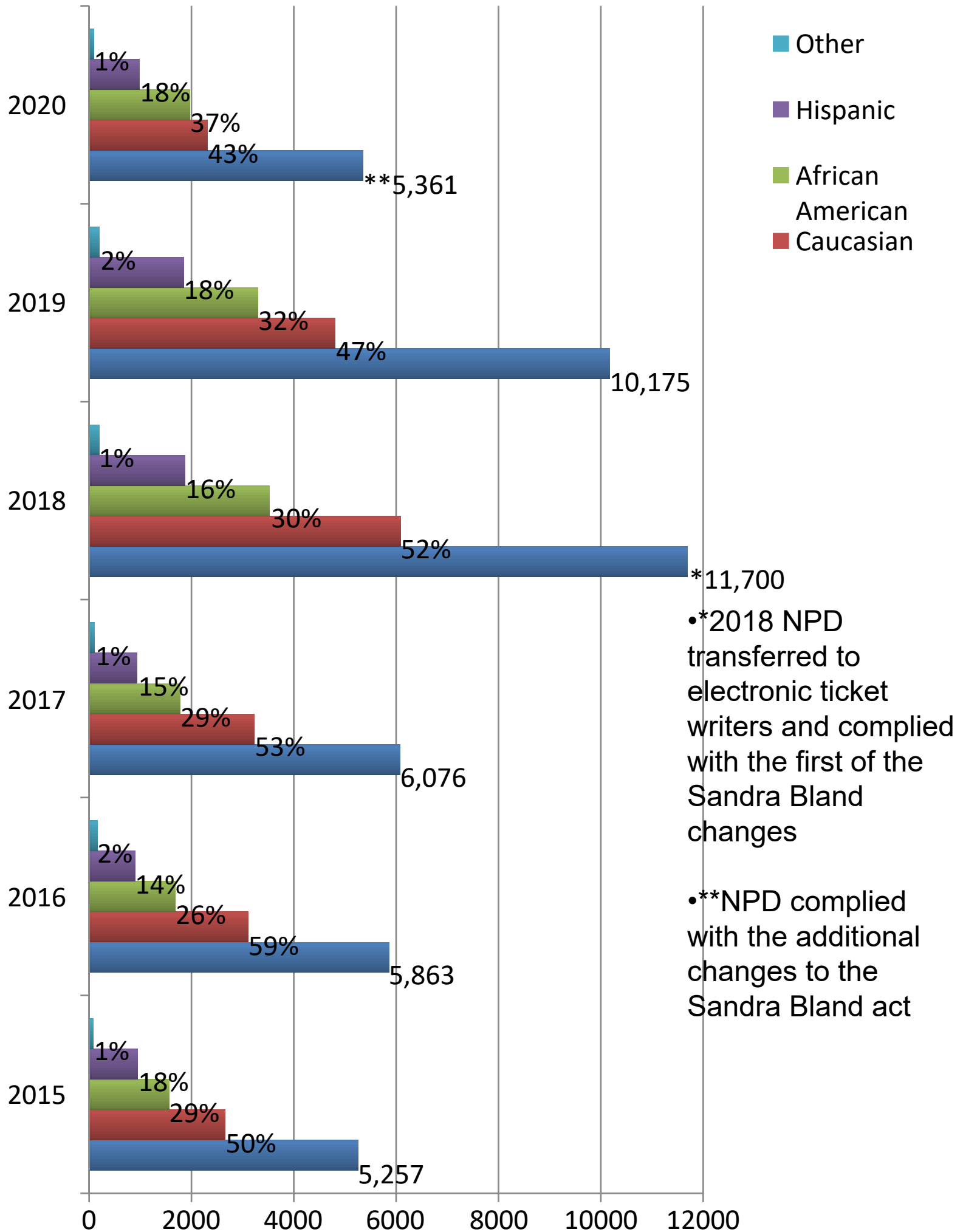
** Race/Ethnicity is defined by HB 3051

Table 8. Reason for Arrests Resulting From a Motor Vehicle Contact. (1/1/20-12/31/20)

Race/Ethnicity	Violation of Penal Code		Traffic Law		City Ordinance		Outstanding Warrant	
	N	%	N	%	N	%	N	%
Alaska Native or American Indian	0	0	0	0	0	0	0	0
Asian or Pacific Islander	0	0	0	0	0	0	0	0
Black	19	58	1	17	0	0	6	60
White	8	24	4	67	0	0	3	30
Hispanic or Latino	6	18	1	17	0	0	1	10
TOTAL	33	100	6	100	0	0	10	100

"N" represents "number" of all motor vehicle contacts

** Race/Ethnicity is defined by HB 3051



Checklist

The following requirements were met by the Nacogdoches Police Department in accordance with The Texas Racial Profiling Law:

- ✓ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✓ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Nacogdoches Police Department from engaging in racial profiling.
- ✓ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✓ Provide public education related to the compliment and complaint process.
- ✓ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✓ Collect, report and analyze motor vehicle data (Tier 2).
- ✓ Commission Data Audits and a Search Analysis.
- ✓ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✓ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2021.
- ✓ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.



City Council Meeting

Date: March 16, 2021

Agenda Item: 6.A.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes from February 23, 2021 special session and March 2, 2021 regular session. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

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

ATTACHMENTS: 1. CC022321
2. CC030221



**Special Meeting
Nacogdoches City Council
February 23, 2021 – 8:30 a.m.**

DRAFT

City Council present: Mayor Shelley Brophy, Council Members Roy Boldon, Garth Hinze, Amelia Fischer and Jay Anderson.

1. Called to order at 4:08 p.m.

2. Pledge of Allegiance.

3. **EXECUTIVE SESSION:**

- A. Consultation with City Attorney – Pursuant to Texas Government Code Section 551.071, deliberation regarding attorney’s advice concerning pending or contemplated litigation or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The subject of this Executive Session relates to zoning matters in the vicinity of Logansport Street.

City Council reconvened in Open Session at 5:20 p.m., no action taken. City Council recessed until 5:34 p.m.

4. No one spoke during Open Forum.

5. No items removed from Consent Agenda.

6. **CONSENT AGENDA:**

- A. Consider approval of minutes from February 2, 2021 regular session.
- B. Consider approval of donation of \$1,000 from Estate of Rachel Anderson to City of Nacogdoches, to benefit the Animal Services Department.

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

7. **REGULAR AGENDA:**

- A. Consider approval of a contract by and between the City of Nacogdoches and Leland Bradlee Construction, Inc. for the Pioneer Drive Relocation and Drainage Improvements Project in a not-to-exceed amount of \$334,135.00.

An existing bridge on Pioneer Drive inside Pioneer Park is failing and in need of replacement. This project will relocate Pioneer Drive to align with Lydia Street on the north side of Lenwood Drive. The existing bridge will remain in place for pedestrian traffic until the construction of the new crossing is complete but vehicle traffic will be restricted.

Case Opperman, Assistant Public Works Director, stated six bids were received ranging from \$454,696.00 to \$343,135.00. Leland Brandlee Construction was the lowest responsible bidder at \$343,135.

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

- B. Discuss and consider donation from Pilgrim’s Pride, agree upon acceptance of \$478,500 and agree to name the Sportsplex, “Pilgrim’s Sportsplex”, and authorize City Manager to execute agreement.

The City of Nacogdoches applied for the Pilgrim’s Pride Hometown Strong Grant in 2020. After several proposals and much discussion with City staff, Pilgrim’s decided to fund items associated with the Nacogdoches Sportsplex to include new restroom facilities, fence and entrance gate improvements,

Minutes unofficial until approved by City Council

security lighting, soccer netting, a new scoreboard and parking lot improvements in the amount of \$478,500.00. Community Services Director Brian Bray stated as part of the agreement, Pilgrim's requested the sportsplex be renamed Pilgrim's Sportsplex in perpetuity. City Council discussed the renaming of the sportsplex and future maintenance of the sportsplex.

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

- C. Receive presentation on upcoming events and activities for 2021 and provide staff guidance on future events.

Community Services Director Brian Bray discussed the effects the pandemic had on events in Nacogdoches in 2020. Mr. Bray presented City Council with a slate of new events for 2021 stating the events will be flexible to the ever changing circumstances cause by COVID-19. This year has started off with smaller events but staff is planning a larger event in late summer or early fall. All events are being planned collaboratively between the City, Convention and Visitors Bureau (CVB) as well as Stephen F. Austin State University and Nacogdoches Independent School District. CVB staff will take over event coordinating to include implementing event applications, fees and processes, facilitating coordination with City departments and issuing approval/denial of event applications. This process would add special event planning to the scope of work for the CVB.

City Council expressed an interest in live music events in public area, more music events, more events celebrating different cultures and the arts, and moving Multi Cultural Festival back to the downtown area. City Council requested event financial information including expenditures and revenues by entity, and return on investment. City Council also requested the CVB to move forward with adding event coordinating to their scope of work.

Other discussed included event forecasting, in kind sponsorship and advertising.

- D. Consider authorizing staff to submit a preliminary application for a sidewalk project inside the City limits, partially funded through TxDOT 2021 Transportation Alternatives Set-Aside program.

Steve Bartlett, Public Works Director, stated this would be a preliminary grant application for approximately 7,500 linear feet of new walkway to complete a single contiguous sidewalk along portions of South Street.

The preliminary application is due March 8, 2021 and is estimated to cost approximately \$1,500,000. These programs typically have a 20% city match component; however, Nacogdoches is eligible for Transportation Development Credits which may allow up to 100% of the federal Transportation Alternatives funds to be applied to the project in lieu of a local match.

Council Member Garth Hinze moved approval; motion duly seconded by Council Member Jay Anderson and carried by unanimous vote.

- E. Receive a report from Fire Chief Keith Kiplinger and hold a discussion with City Council regarding an update on the damage and recovery efforts of the February 2021 Winter Storms that affected Nacogdoches, Texas.

Fire Chief Keith Kiplinger discussed Winter Storm Viola and how it affected Nacogdoches. This storm included snow and freezing temperatures, rolling blackouts, water system failures, ice, power infrastructure issues and significant resource shortages. Chief Kiplinger reviewed statistics regarding power outages, water outages, emergency and non-emergency calls, priorities, challenges, damage assessment, FEMA assistance, after action planning and other recovery efforts. Chief Kiplinger also thanked the many organizations who assisted in caring for the citizens of Nacogdoches during this difficult time.

The United Way has set up a disaster recovery fund to help the community fund recovery efforts now and in the future.

- F. Consider adoption of a resolution of the City of Nacogdoches, Texas authorized by Section 418.108 of the Texas Government Code, declaring, continuing and extending a local state of disaster in the City of Nacogdoches, Texas due to the public health and safety emergency created by the February 2021 winter storms that affected the entire State of Texas; and providing an effective date.

On February 13, 2021 a Mayoral Declaration of Local State of Disaster Due to Public Health and Safety Emergency was issued to prepare for the forecasted severe winter storm. On February 19, 2021 a second Mayoral Declaration was issued for the severe winter storm and recovery efforts. Per Chapter 418 of the Texas Government Code, these declarations can only be effective for seven days without a vote of the governing body to extend the Disaster Declaration beyond the seven day period.

This resolution will allow the Mayoral Declaration for Local State of Disaster Due to Public Health Emergency to remain in effect until terminated by further action of City Council.

Council Member Jay Anderson moved approval; motion duly seconded by Council Member Garth Hinze and carried by unanimous vote.

8. **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 City Attorney search.

City Council reconvened in Open Session at 7:10 p.m., no action taken.

9. Meeting adjourned at 7:10 p.m.

ATTEST:

Mayor Shelley Brophy
City Council
City of Nacogdoches

Jan Vinson, City Secretary



**Regular Session
Nacogdoches City Council
March 2, 2021 – 5:30 p.m.
Videoconference**

DRAFT

City Council present in person: Mayor Shelley Brophy, Council Members Amelia Fischer, Garth Hinze and Jay Anderson.

City Council present via videoconference: Council Members Roy Boldon.

1. Called to order at 5:30 p.m.
2. Pledge of Allegiance.
3. No one spoke during Open Forum.
4. No items removed from Consent Agenda.
5. **CONSENT AGENDA:** Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Minutes from February 11, 2021 City Council Workshop.
 - B. Consider tax resale authorization for Lot 28, Block 61, in the Harvey Austin Subdivision located in the Sylvester Moreland Survey; more fully described in Volume 366, Page 167 Nacogdoches County, Texas.
 - C. Consider ordinance declaring unopposed candidates in the May 1, 2021 General Election, elected to office; canceling the election for the office of At-Large Mayor providing a severability clause; and providing an effective date.

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

6. REGULAR AGENDA:

- A. **Public Hearing** – Consider approval of a request for Historic Overlay for Lot 15, Block 59, located at 1609 Rayburn Drive, submitted by Kathy Williams. HO2021-001

Mayor Brophy stated the applicant had withdrawn the request for Historic Overlay therefore the item is tabled.

- B. Consider approval of the Nacogdoches A.L. Mangham, Jr. Region Airport Terminal Plan update proposal.

A preliminary Terminal Area Plan was presented to City Council in June 18, 2019. Since that day City staff, KSA Engineers, Airport Advisory Board, and local pilots have been working on this proposed plan. Joe Cefalu, Airport Manager, stated one of the main discussion points was an alternate access road from Highway 7 to the proposed terminal area. The owner of the property between Highway 7 and the proposed terminal area has agreed to sell the City a right-of-way in order to construct an access road.

The proposed Terminal Area Plan consists of three phases. First phase will be construction of new entrance road, partial taxiway with connectors, new terminal parking apron, and expand perimeter fencing and security access. Phase two will follow with partial aircraft parking apron and a new box hanger. And, phase three will include a hanger access taxi-lane, demolition of existing pavement for new access taxi-lane, extension of access road for hanger development and road construction for future commercial development.

The proposed Terminal Area Plan will be submitted to TxDOT seeking federal funding. Portions of the plan not funded by TxDOT could be funded by public and/or private sources.

Minutes unofficial until approved by City Council

On January 14, 2021 the Airport Advisory Board voted unanimously to recommend approval of the proposed Terminal Area Plan.

City Council discussed current pilot’s lounge, SFASU flight school, fuel tanks, matching funds, construction timelines and community stakeholders.

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

7. Meeting adjourned at 5:45 p.m.

ATTEST:

Mayor Shelley Brophy
City Council
City of Nacogdoches

Jan Vinson, City Secretary



City Council Meeting

Date: March 16, 2021

Agenda Item: 6.B.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Consider ordinance amending Ordinance No. 1835-09-20 appropriating various amounts in accordance with budget adopted for the ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021. This budget amendment is for the receipt of CARES funding. (Finance Director)

SUMMARY/BACKGROUND: Under the CARES Act, the Coronavirus Relief Fund (CRF) is to be used to make payments for specified uses to states and local government. The total CRF funding allocated to the state of Texas is approximately \$11 billion. The distribution of funds is based on a calculation of \$55 per capita. The Texas Division of Emergency Management (TDEM) will manage the distribution of funds and review of expenses and reimbursement. As an eligible jurisdiction, the City of Nacogdoches was allotted \$1,852,180 based on a population of 33,676. A 20% advance in the amount of \$370,436 was received on August 10, 2020. This budget amendment proposed is to accept the final 80% distribution of \$1,481,744 received on March 2, 2021.

The City of Nacogdoches maintained and submitted records of Covid-19 payroll that were reviewed and approved by the Texas Division of Emergency Management.

FINANCIAL:

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

Account No.: 01.560.20

Account Name: CARES Federal Assistance Grant Revenue

Amount: \$1,481,744

CITY CONTACT: Pamela Curbow, Director of Finance
curbowp@nactx.us
(936) 559-2526

ATTACHMENTS: 1. CARES Ordinance 3-21 (1)

ORDINANCE AMENDING ORDINANCE NO. 1835-09-20 APPROPRIATING VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021.

WHEREAS, the City Council of the City of Nacogdoches, Texas has approved and adopted the budget for said city for the ensuing fiscal year beginning October 1, 2020, and ending September 30, 2021; and

WHEREAS, under the CARES Act, the Coronavirus Relief Fund (CRF) of federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) is to be used to make payments for specified uses to states and local government; and

WHEREAS, the City of Nacogdoches is allocated to receive a total of \$1,852,180, of which \$370,436 was received in August, 2020, to reimburse eligible expenses related to the coronavirus health emergency; and

WHEREAS, the City of Nacogdoches submitted records sufficient to demonstrate that the expenditure of funds is in accordance with section 601(d) of the Social Security Act and all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management (TDEM), and the Texas State Auditor's Office, or designee; and

WHEREAS, if the City of Nacogdoches has requested reimbursement for the additional \$1,481,744 allotment and the request was authorized by TDEM and funds were received by the City on March 2, 2021;

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

Fund	Dept.	Acct.	Department	Description	Amt.
01		560.20	General Fund Revenues	CARES Federal Assistance Grant Revenue Coronavirus Relief Fund	\$1,481,744

PASSED AND APPROVED this the 16th day of March 2021.

Shelley Brophy, Mayor
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Robert Davis, Interim City Attorney

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



City Council Meeting

Date: March 16, 2021

Agenda Item: 6.C.

PRESENTER: Jessica Sowell

ITEM/SUBJECT: Consider resolution closing East Main Street for the annual Nacogdoches Main Street Wine Swirl Event, April 10, 2021. (Historic Sites/Main Street Manager)

SUMMARY/BACKGROUND: Nacogdoches Wine Swirl is an annual fundraising event hosted by the City of Nacogdoches Main Street Department in Downtown Nacogdoches. This year's event will include 16 wineries from all over the state, local food vendors and live music. The profits from this event go towards holiday decorations in Downtown Nacogdoches as well as other Main Street beautification projects.

For this event East Main Street will be closed from the intersection at North Street to the intersection at Mound Street. In order to close the street, City Council must pass a resolution to temporarily close East Main Street which will be included in the Agreement for Temporary Closure of State Right of Way with TxDOT. East Main will be closed, if approved, from 12 pm to 10 pm on Saturday, April 10, 2021.

FINANCIAL:

No financial impact associated with this item.

CITY CONTACT: Jessica Sowell, Historic Sites & Main Street Manager
sowellj@nactx.us
936-560-4441

ATTACHMENTS:

1. Wine Swirl 2021 Agreement
2. Wine Swirl Street Closure Resolution

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Nacogdoches, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including State Highway 21, in Nacogdoches, County; and

WHEREAS, the local government has requested the temporary closure of State Highway 21 for the purpose of the Nacogdoches Wine Swirl Event, from 11:00am., Saturday April 10th, 2021 to 10:00 p.m., Saturday, April 10th, 2021 as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 16 day of March, the Nacogdoches City Council passed Resolution / Ordinance No.1190-4-16, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Nacogdoches % Jessica Sowell PO Box 635030 Nacogdoches, TX 75963	Texas Department of Transportation 1805 N Timberland Dr. Lufkin, TX 75901

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF NACOGDOCHES

Agreement No. _____

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title Mario Canizares, Nacogdoches City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

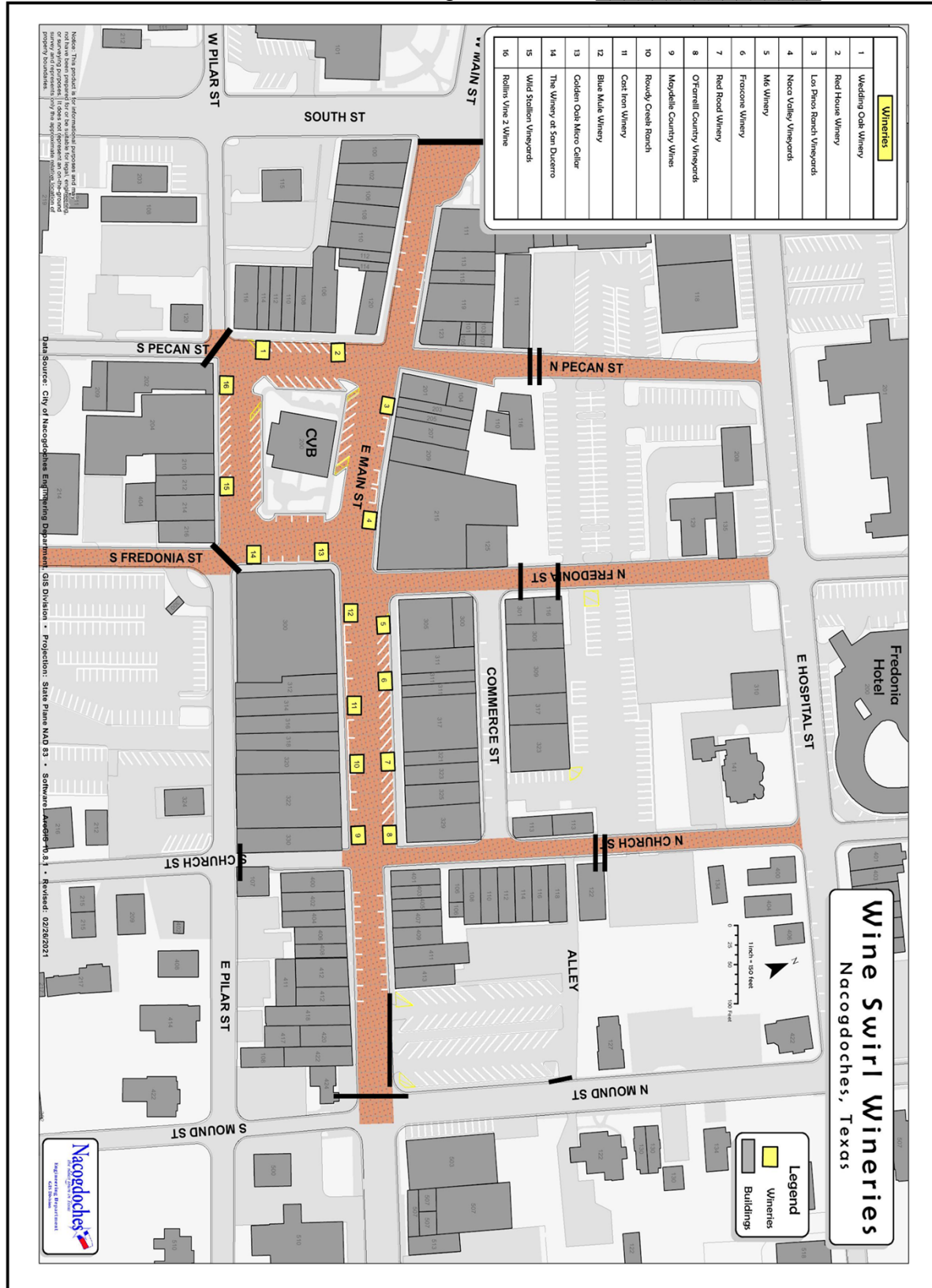
The Nacogdoches Wine Swirl will take place in Nacogdoches County and will utilize State Highway 21, Pecan Street, Pillar Street, Fredonia Street, and Mound Street. Both lanes of State Highway 21 from Business 59 to Mound Street will be utilized. State Highway 21 is scheduled to be closed Saturday, April 10th, 2021 at 12:00pm and will reopen at 10:00 pm, Saturday, April 10th, 2021. The proposed activities for the Nacogdoches Wine Swirl include: Wine tastings from various wine vendors, live music, and food vendors. The number of attendees is expected to be approximately 750. There will be no physical modifications of any features in or adjacent to the right of way of State Highway 21. Traffic control will be handled by the City of Nacogdoches Police Department and Public Works Department.

Exhibit B

City Resolution with signatures

Exhibit C

Event Area Map



Resolution No. 1269-03-21

WHEREAS, organizers of the Nacogdoches Wine Swirl desire to have a safe and successful event for all vendors and participants and,

WHEREAS, organizers of the Wine Swirl Festival are requesting that the city of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastward to its intersection at Mound Street from 11:00am Saturday, April 10th, 2021 until 10:00 p.m. Saturday, April 10th, 2021 in order to provide safety for the vendors and participants; and,

WHEREAS, after duly considering such a request, it is the consent of the City Council that a resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street for the Wine Swirl Festival.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Nacogdoches, Texas that this resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 11:00am, Saturday April 10th, 2021 until 10:00 p.m., Saturday, April 10th, 2021 for the Wine Swirl Festival.

BE IT FURTHER RESOLVED that Mario Canizares, City Manager be authorized to execute an agreement with the Texas Department of Transportation for the closing of Main Street (SH 21).

PASSED AND APPROVED this March 16th, 2021

Mayor Shelley Brophy
City Council
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

PRESENTER: Alaina Chafin, City Planner

ITEM/SUBJECT: Public Hearing: Consider an ordinance amending a Specific Use Permit for an existing Mini Warehouse storage facility, for approximately 8.1 acres, being Lot 1, City Block 72 of the Maxwell Subdivision, located at 6825 North Street. This request has been submitted by D&S Blacklock Family, LP. Case File SUP2021-01. (City Planner)

SUMMARY/BACKGROUND: The request is for an amendment to a Specific Use Permit (SUP) for an existing Mini Warehouse storage facility at 6825 North Street. The purpose of the amendment is to add a 2,500 square foot storage building that was not included in the initial SUP site plan that was approved by Council in May, 2020. Per the Zoning Ordinance, a Mini Warehouse facility is allowed in the B-2 zoning district with approval of an SUP. The SUP process allows staff, the Commission, and the City Council the opportunity to review, and impose conditions if necessary on such development.

This development includes three phases. The first phase consists of three existing structures shown as Buildings A, B and C as depicted on the attached site plan. The second phase includes 3 buildings shown as Buildings A-1, B-1 and D (recently completed); and the third phase is shown as Building E, and Building F (new 2,500 sq. ft. storage building).

Adjacent Land Use & Zoning

The subject property is zoned B-2, General Business and is currently developed as a Mini Warehouse storage facility. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North (Across Ernest McLain Road)	Rural	A, Agricultural	Vacant
East (Across North Street)	Rural	A, Agricultural	Hotel
South	Commercial	R-3, Two Family & B-2, General Business	Single Family & Warehouse Distribution Facility
West	Industrial	I-1, Light Industrial	Vacant

Property located immediately to the south of the Mini Warehouse storage facility is zoned B-2,

General Business and R-3, Two Family. The portion zoned General Business is currently developed as a beverage warehouse and distribution facility, with its primary point of access taken from North Street. The property zoned Two Family consists of eight single family homes, with a single point of access to Industrial Drive. Property to the west is zoned Light Industrial and is vacant, while the subject property is bound on the north side by Ernest McLain Road and the east side by North Street.

Future Land Use

The 2003 Future Land Use Plan designates this area as Commercial. Commercial is described as, "Shopping and service facilities for the sale of goods and services, including small shops and larger retail stores and center, restaurants, hotels and motels, service stations, and various other customer-oriented establishments."

The Future Land Use designation is consistent with the current zoning of the property of B-2 General Business. Generally, this zoning district is located along major traffic arteries where strip business development exists. As stated previously, a Mini Warehouse facility is allowed in the B-2 zoning district with approval of an SUP to allow Staff, the Commission, and the City Council the opportunity to review, and impose conditions if necessary on such development. Approval of the amendment to this SUP site plan will not change the land uses permitted by the current underlying zoning district.

Access & Utilities

The subject property has access to water utilities, with a 6-inch water main located along Ernest McLain Road, and a 6-inch sanitary sewer line located along North Street. The property takes direct access from North Street, a Major Arterial, which supports commercial activities permitted under the B-2, General Business zoning district.

Flood Damage Prevention:

Per the FEMA Floodplain Map, there is no FEMA regulated floodplain or floodway located on the subject property.

REVIEW CRITERIA

Per Section 118.173 of the Zoning Ordinance, a Specific Use Permit may be approved if all of the following conditions have been found:

Compatibility. The specific use will be compatible with and not injurious to the use and enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;

Mini Warehouse storage facilities are distinct from typical commercial Warehouse/storage facilities in that Mini Warehouse storage is characterized by a building or group of buildings consisting of *individual, self-contained units leased to individuals, organizations, or businesses for self-service storage of personal property*; whereas commercial Warehouse/storage is typically for goods or materials for sale in a business located on the premises or for commercial distribution.

The office hours for this facility are between 9:00am to 5:00pm, Monday through Friday, and Saturdays from 9:00am to 12:00pm. The facility is also gated, and daily gate access is restricted from 10:00pm to 6:00am, thereby reducing the opportunity for noise nuisances at night.

Additionally, the existing detention pond and mature trees located onsite create a natural buffer to light and noise between the residential neighborhood to the south and the developed portion of the subject property.

The proposed land use is low-intensity in nature, and there have been no code enforcement

complaints for the development since its construction. Therefore, Staff finds that the proposed use is compatible with the surrounding land uses and will not adversely affect adjacent properties, or interfere with current quality of life of the abutting single family development to the south.

Orderly growth and development. The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;

The use as a Mini Warehouse facility will not impede the development of the vacant property to the west.

Supporting Facilities. Adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;

The site is adequately served with all basic utilities. The existing development and proposed future phase conforms to current development standards.

Drives and Parking. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;

All parking areas and drives conform to current development standards.

Nuisances. Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

The site currently meets the minimum residential screening requirements of the Zoning Ordinance, as a fence and landscape buffer was installed with the first phase of this development per the Zoning Ordinance Sec. 118-429. – *Commercial sites with residential adjacency.*

Additionally, there is a large existing detention pond located along the western and southwestern boundaries of the property. This area has largely been left in its natural state, with several large, mature trees creating a natural buffer between the residential neighborhood to the south and developed portion of the subject property. This area is serving as the required detention and drainage for the development, and therefore will remain in its current state.

Lighting. Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties;

The existing outdoor lighting was permitted to meet the City's lighting ordinance restrictions, i.e. only downlighting, no spillover lighting onto neighboring properties.

Landscaping. Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided;

There are large mature trees located on the site which the applicant has preserved to meet the residential screening requirements per the Zoning Ordinance, as well as a screening fence that was constructed along the southern property line abutting the residential development. Street trees are also being provided along North Street per the Ordinance.

Comprehensive Plan. The proposed use is in accordance with the comprehensive plan.

The 2003 Future Land Use Plan designates this area as Commercial. The Future Land Use designation is consistent with the current zoning of the property of B-2 General Business. Approval of the amendment to the SUP site plan will not change the land uses permitted by the current underlying zoning district.

Notices:

Staff sent out 12 notices to property owners within the 200 foot notification area. At the time that this report was written, there were zero (0) responses received in favor of the request, and zero (0)

responses received in opposition of the request.

***Please note that this zoning application was not subject to the additional noticing practices that were approved by City Council during their regular meeting on January 19, 2021. The additional noticing practices will be applied to all zoning applications received on or after March 1, 2021.**

Staff Recommendation

Based on the above findings, Staff recommends approval of the amendment to the Specific Use Permit.

P&Z Recommendation

The Planning and Zoning Commission heard this item at their regular meeting on February 8, 2021 and recommended approval of the request unanimously (5-0).

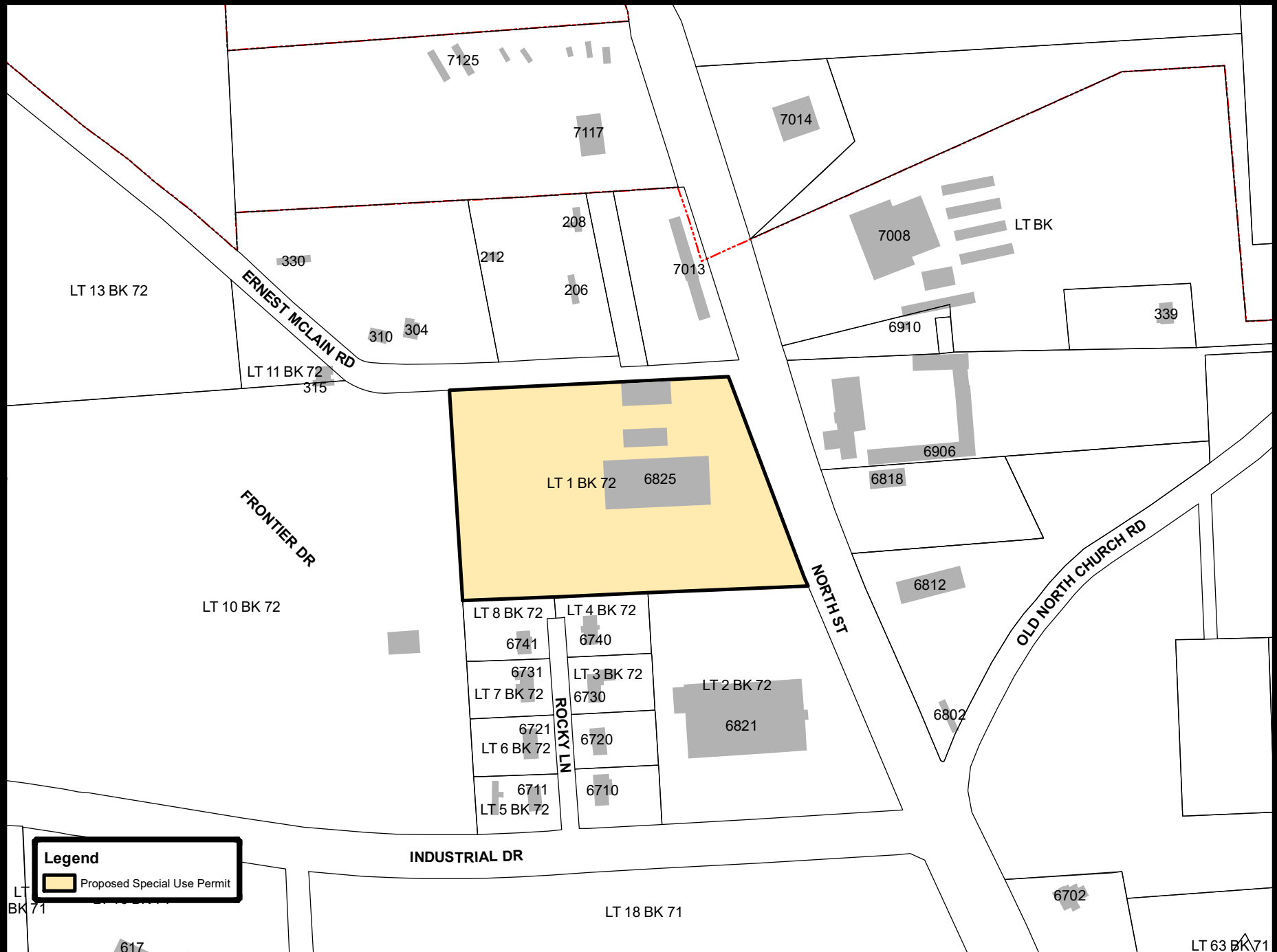
FINANCIAL:

There is no financial impact associated with this item.

CITY CONTACT: Alaina Chafin, AICP, CNU-A
City Planner
chafina@nactx.us
936-559-2572

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Notification Map
6. SUP Site Plan
7. Site Photos
8. Ordinance

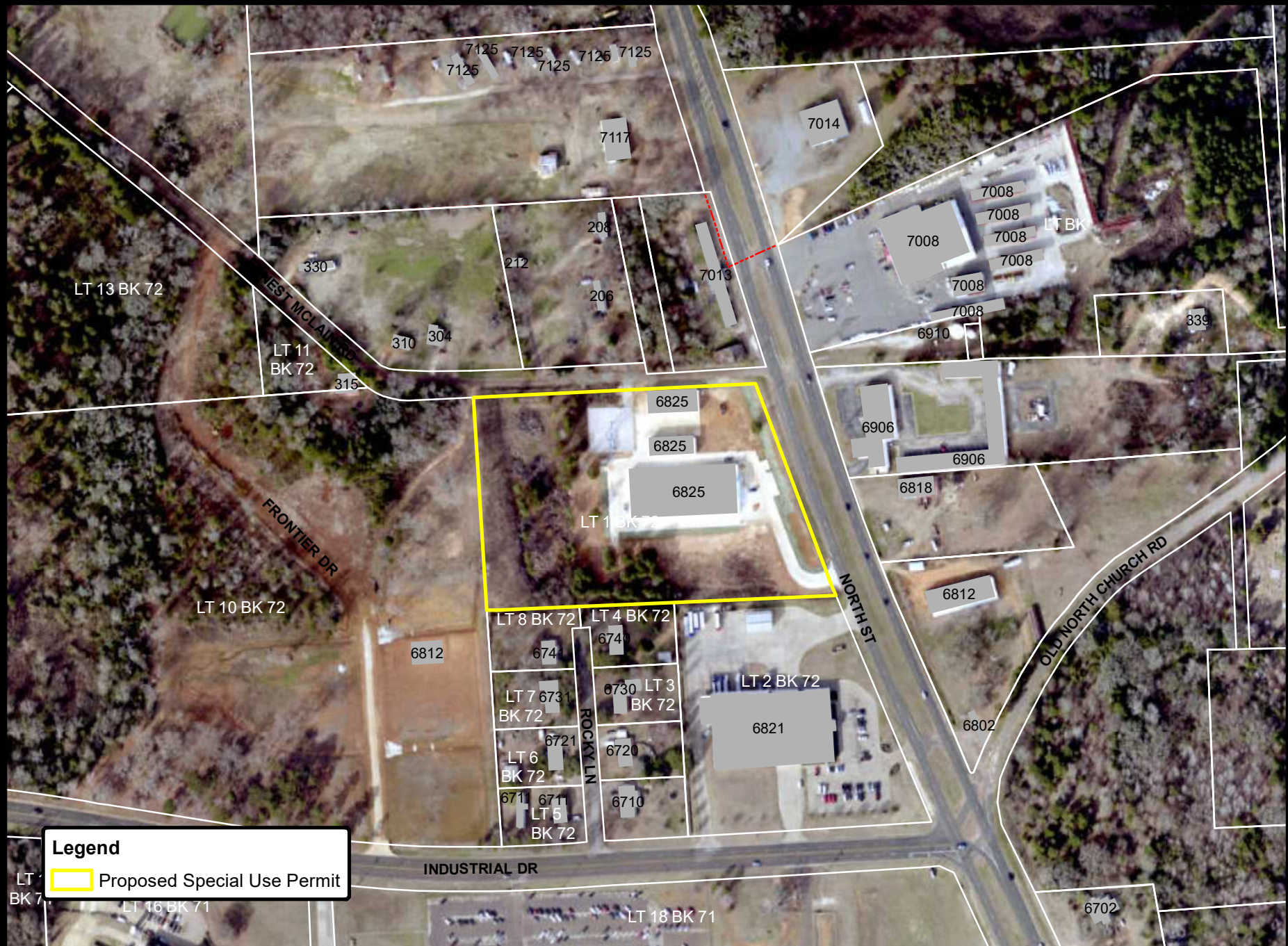


Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Date Created: January 29, 2021 Software: ArcGIS 10.8.1

SUP 2021-01

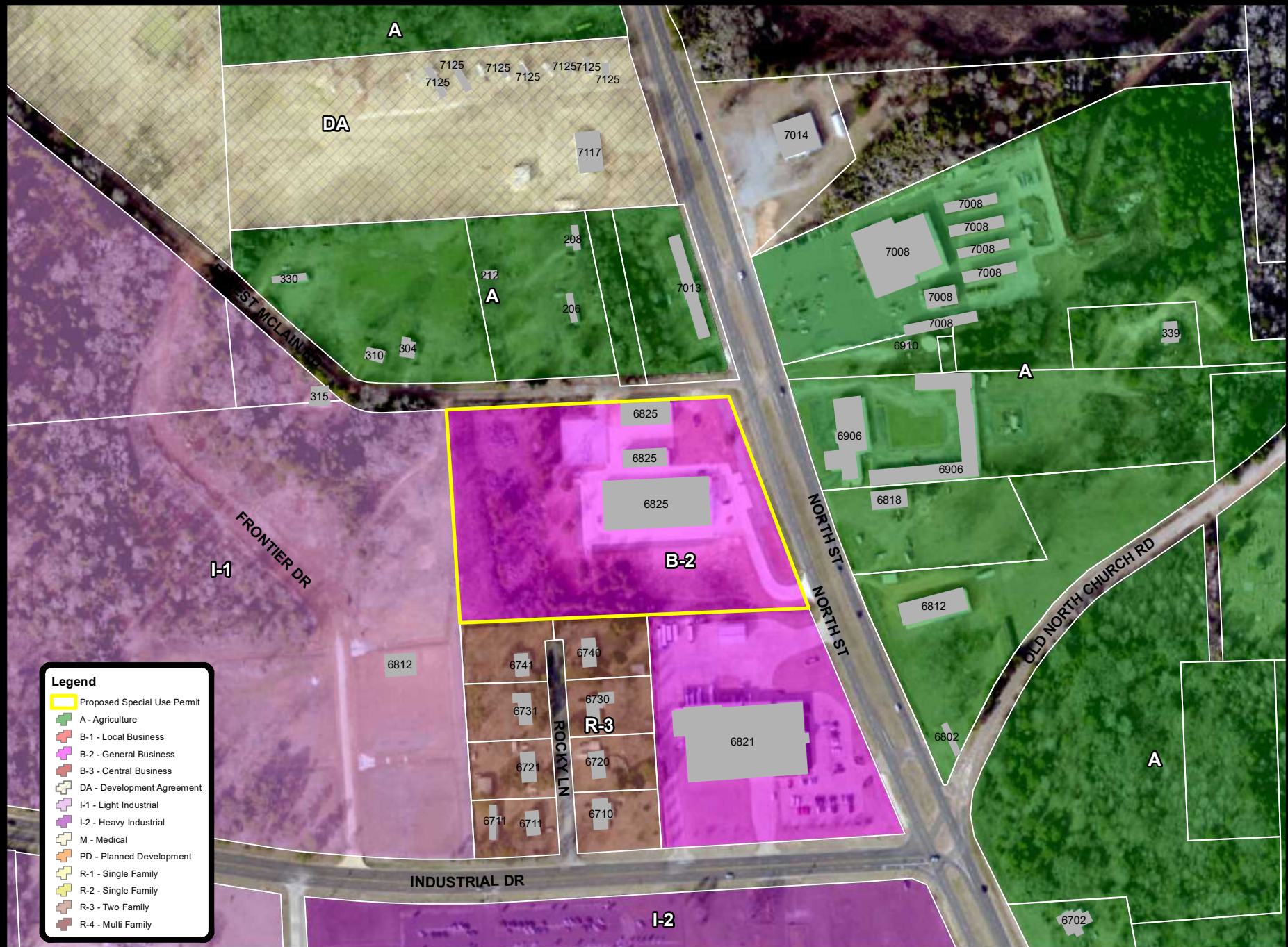


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0 75 150 300 Feet

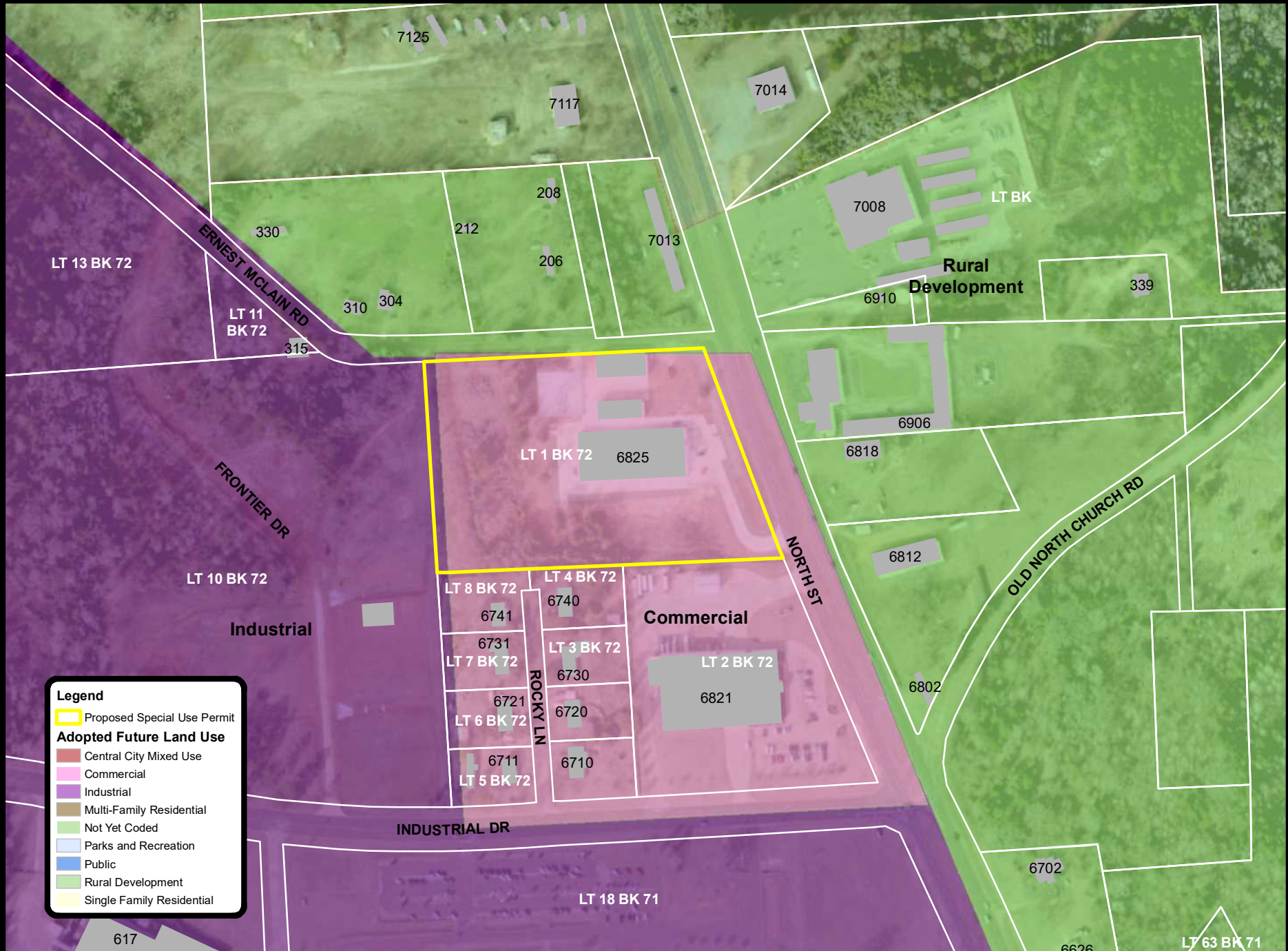
Date Created: January 29, 2021 Software: ArcGIS 10.8.1



Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



0 75 150 300 Feet



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0 75 150 300 Feet

Date Created: January 29, 2021 Software: ArcGIS 10.8.1

SUP2021-01 – 6825 North St

Legend

200 foot buffer



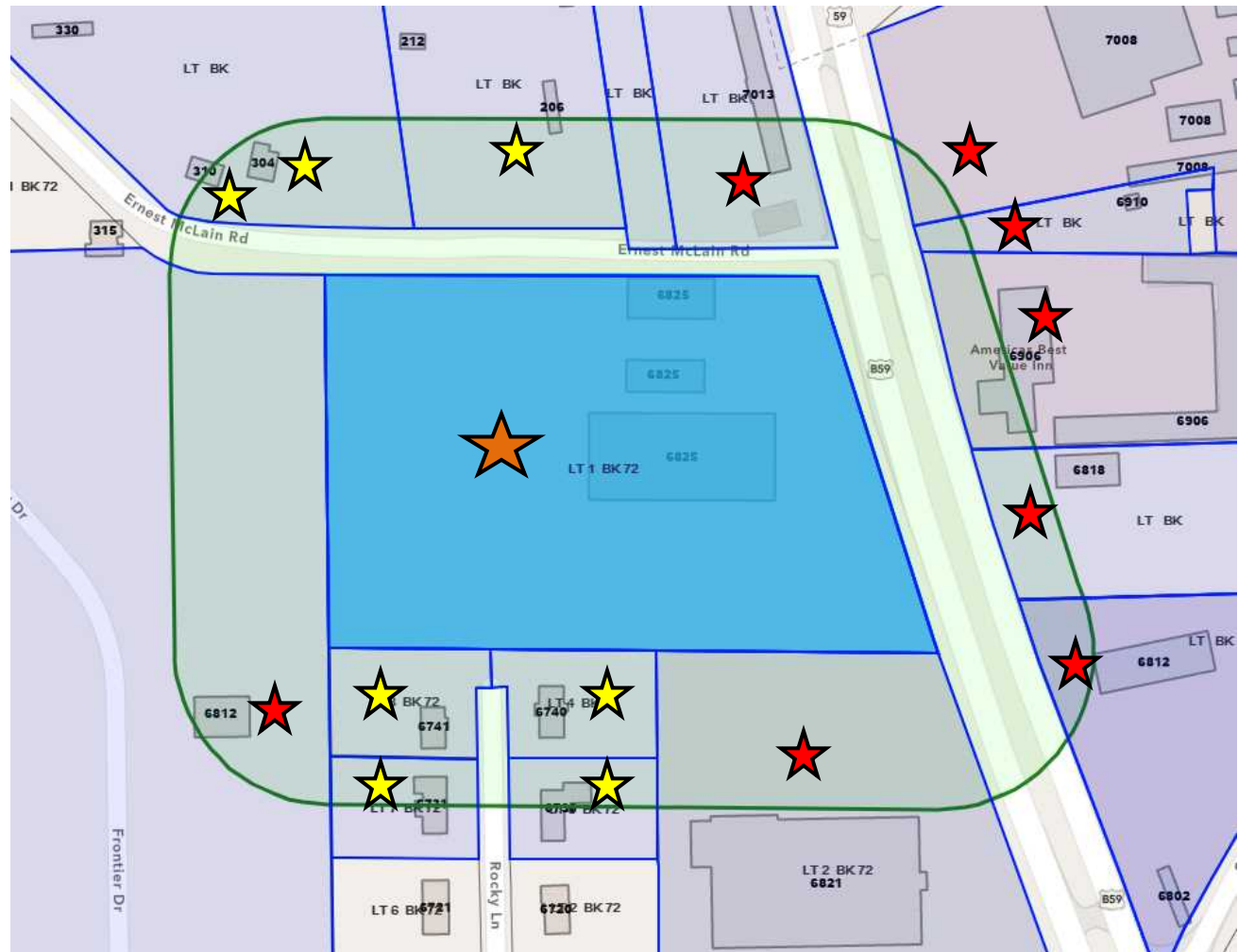
Proposed SUP
Amendment



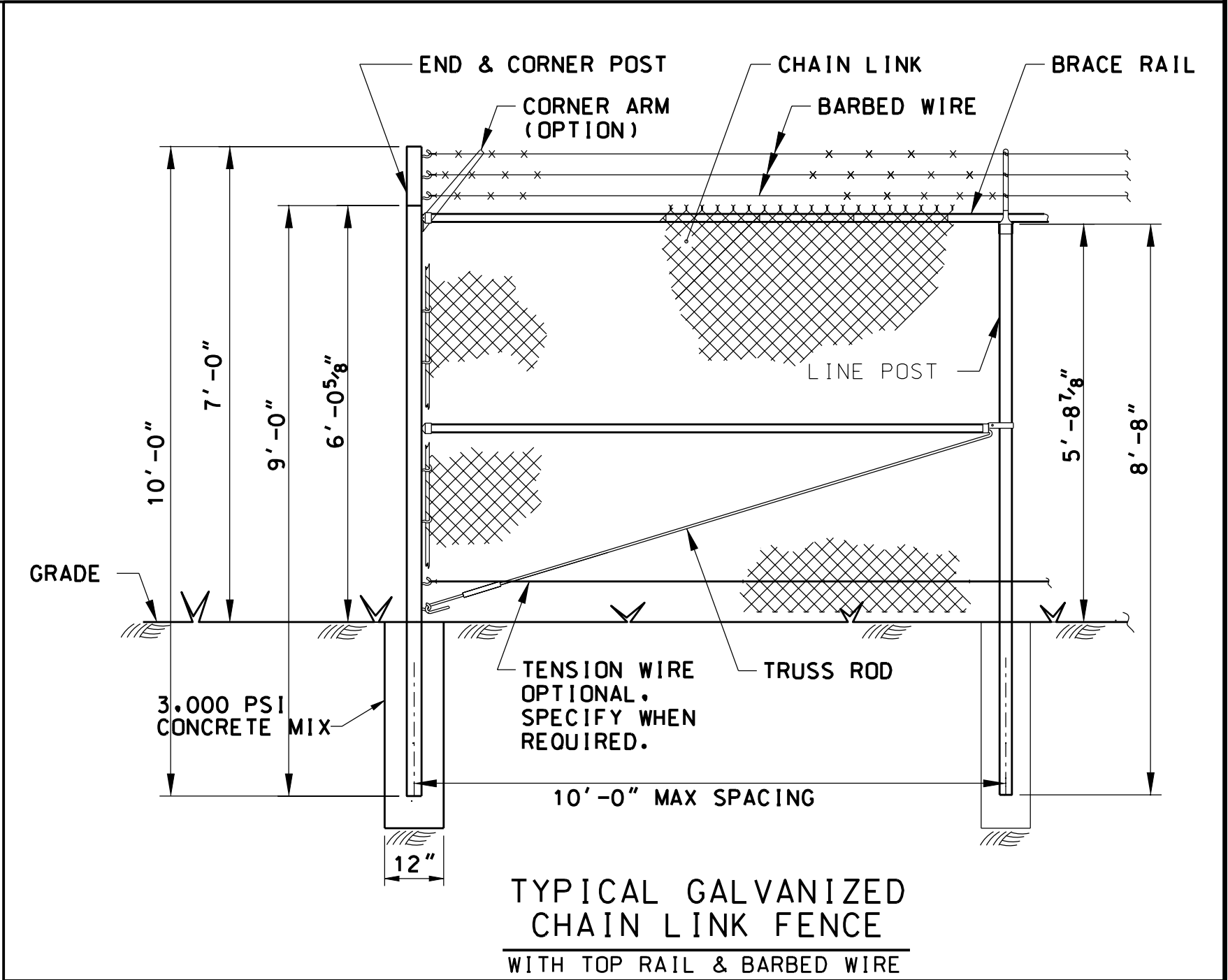
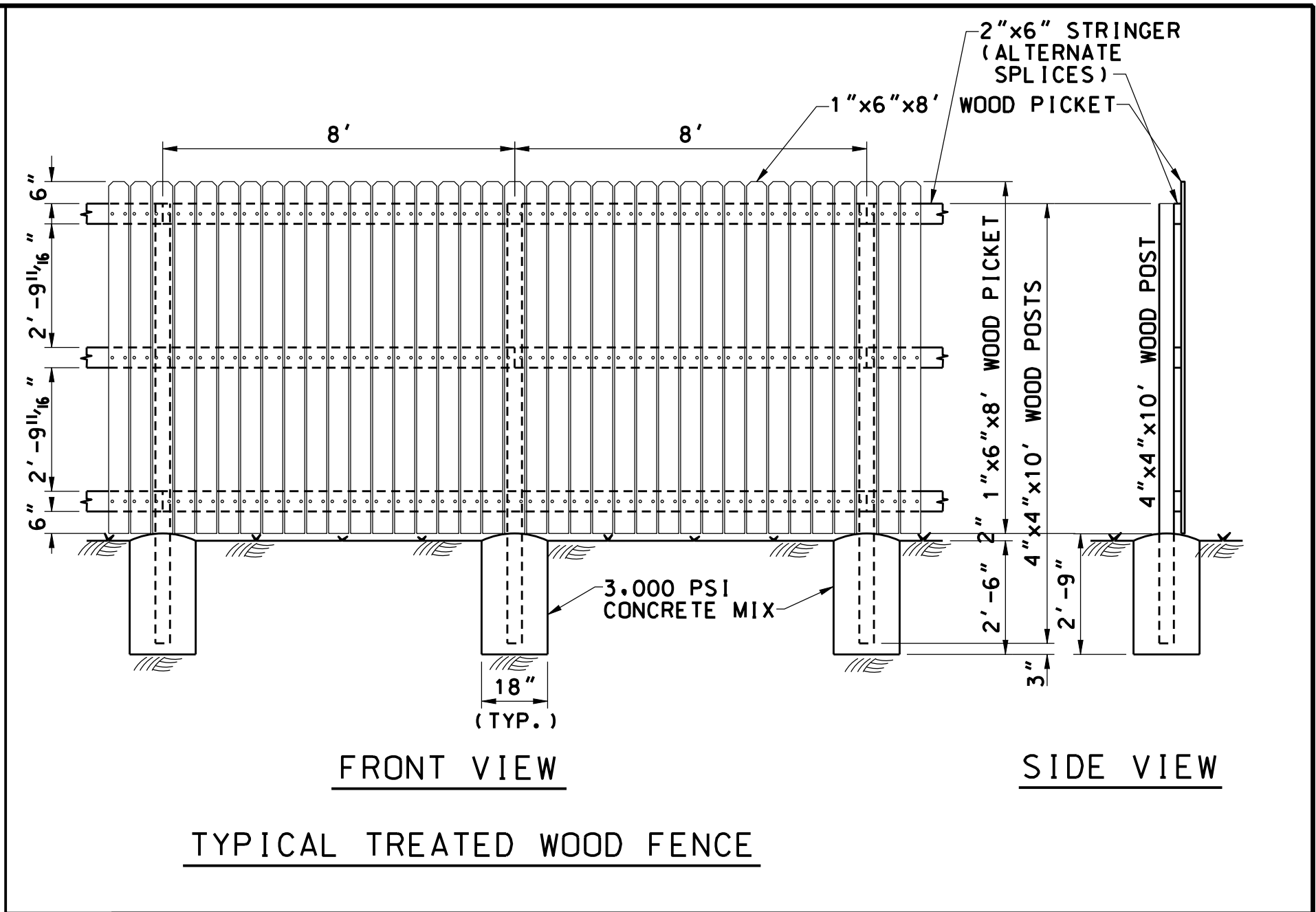
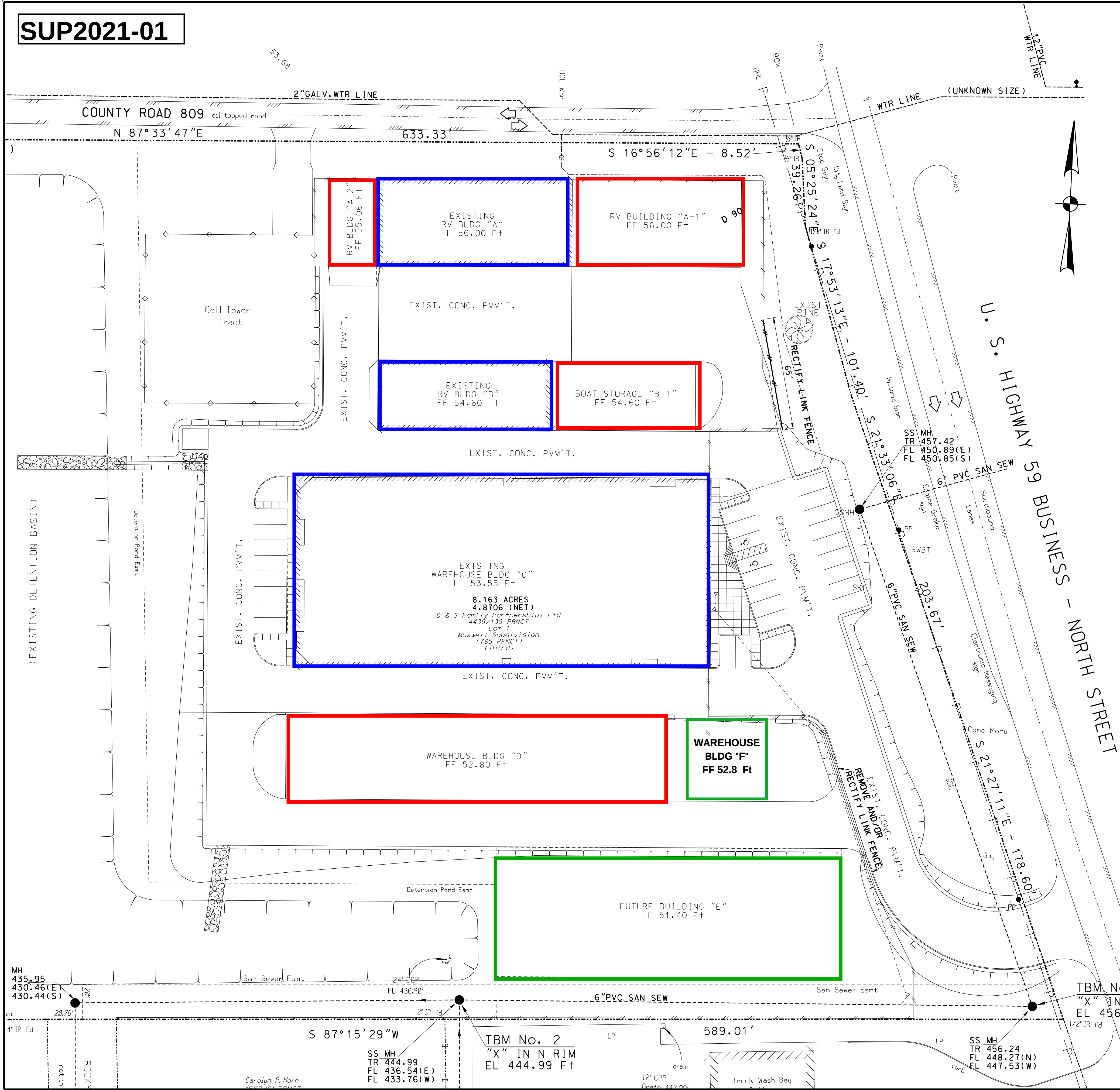
Single Family-
Owner Occupied



Commercial
Property



SUP2021-01



NOTES:
CONTRACTOR MUST SUBMIT SHOP DRAWINGS AND CUT SHEETS OF TREATED WOOD AND GALVANIZED CHAIN LINK FENCE MATERIALS TO OWNER OR ENGINEER FOR APPROVALS, PRIOR TO ORDERING MATERIALS AND/OR CONSTRUCTING SAID FENCES.

Phase 1 ———
Phase 2 ———
Phase 3 ———

LEGEND:	
BL	BUILDING LINE
CJ	CONSTRUCTION JOINT
CO	CLEAN OUT
CONC	CONCRETE
CONC CURB	CONC. CURB
ESM'T	EASEMENT
EJ	EXPANSION JOINT
FH	FIRE HYDRANT
FL	FLOW LINE
HDPE	HIGH DENSITY POLY-ETHYLENE PIPE
LP	LIGHT POLE
MH	MANHOLE
PP	POWER POLE
PROP	PROPOSED
SAN	SANITARY
SEW	SEWER
SPOT ELEVATION	SPOT ELEVATION
SIDEWALK	SIDEWALK
TOP OF GRATE	TOP OF GRATE
TR	TOP OF RIM
WL	WATER LINE
WM	WATER METER
PROPOSED CHAIN LINK FENCE	PROPOSED CHAIN LINK FENCE



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ARNOLD DE ANDA, P.E. 38752 ON MARCH 30, 2020.

HIGHWAY 59 SELF STORAGE
PHASE 2
6825 NORTH STREET
NACOGDOCHES, TX 75961
J. D. BLACKLOCK

WOOD AND CHAIN LINK
FENCING PLAN AND DETAILS

DE ANDA ENGINEERING
P. O. Box 231214, Houston, TX 77223-1214
(713) 248-4305, Email: deanda@att.net
TBP# FIRM No. F-4773

SCALE: 1" = 30'
DATE: 3/30/2020

DESIGNED BY: AdeA
SHEET No. 8 OF 9
DWG. No. C-8

3/30/2020 - REVISIONS TO LANDSCAPE PLAN AS NOTED.

Main Office/ Phase 1



Third/Final Phase



Screening & Buffer



ORDINANCE NO. 1856-03-21

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, GRANTING AN AMENDMENT TO A SPECIFIC USE PERMIT FOR A MINI WAREHOUSE STORAGE FACILITY LOCATED AT 6825 NORTH STREET WITHIN THE B-2 GENERAL BUSINESS ZONING DISTRICT, SAID TRACT BEING LOT 1, CITY BLOCK 72, OF THE MAXWELL ADDITION SUBDIVISION, CONTAINING APPROXIMATELY 8.1 ACRES LOCATED IN NACOGDOCHES, TEXAS, PROVIDING REQUIREMENTS AND CONDITIONS FOR SAID SPECIFIC USE PERMIT; CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Specific Use Permit process allows the Planning and Zoning Commission and City Council to consider the conditions specific to individual tracts of land and operational characteristics of various businesses; and

WHEREAS, D&S Blacklock Family, LP, filed an application for an amendment to a Specific Use Permit for a Mini Warehouse storage facility on property that is currently zoned as General Business (B-2); located at 6825 North Street, said tract being legally described as Lot 1, City Block 72, of the Maxwell Addition Subdivision (the “Property”), and situated within the corporate limits of the City of Nacogdoches, Texas (the “City”), being more particularly described in **Exhibit “A”** and **Exhibit “B”**, attached hereto and made a part hereof for all purposes; and

WHEREAS, the Owner of the Property, through its above mentioned and duly authorized representatives, has presented an application to the City for the granting a Specific Use Permit to use said Property for the purpose of a Mini Warehouse storage facility (the “Specific Use”), as authorized by the City's Zoning Ordinance; and

WHEREAS, after satisfaction of all conditions precedent required by law, the Planning and Zoning Commission held a public hearing and did make recommendation to City Council for approval of the Specific Use Permit application submitted for the above referenced site; and

WHEREAS, after satisfaction of all conditions precedent required by law and receiving the recommendation of the Planning and Zoning Commission, the City Council conducted a public hearing, and immediately thereafter approved the application for a Specific Use Permit allowing for the construction, operation and maintenance of a Mini Warehouse storage facility.

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

SECTION I
Findings.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct, and same are deemed to be in furtherance of a public purpose.

SECTION II
Approval of Specific Use Permit

Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, a Specific Use Permit is hereby approved allowing for the construction, operation and maintenance of a Mini Warehouse storage facility at the above described location, as outlined in “**Exhibit B**”.

SECTION III
Repeal

This Ordinance shall in no manner repeal, amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting of the Specific Use Permit as herein provided.

SECTION IV
Effective Date

This Ordinance shall take effect following its passage and publication as may be required by governing law.

SECTION V
Severability

If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION VI
Proper Notice and Open Meetings

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

SECTION VII
Filing

The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City of Nacogdoches, Texas.

PASSED AND APPROVED, this the ____ day of _____, 2021, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
SHELLEY BROPHY, Mayor

ATTEST:

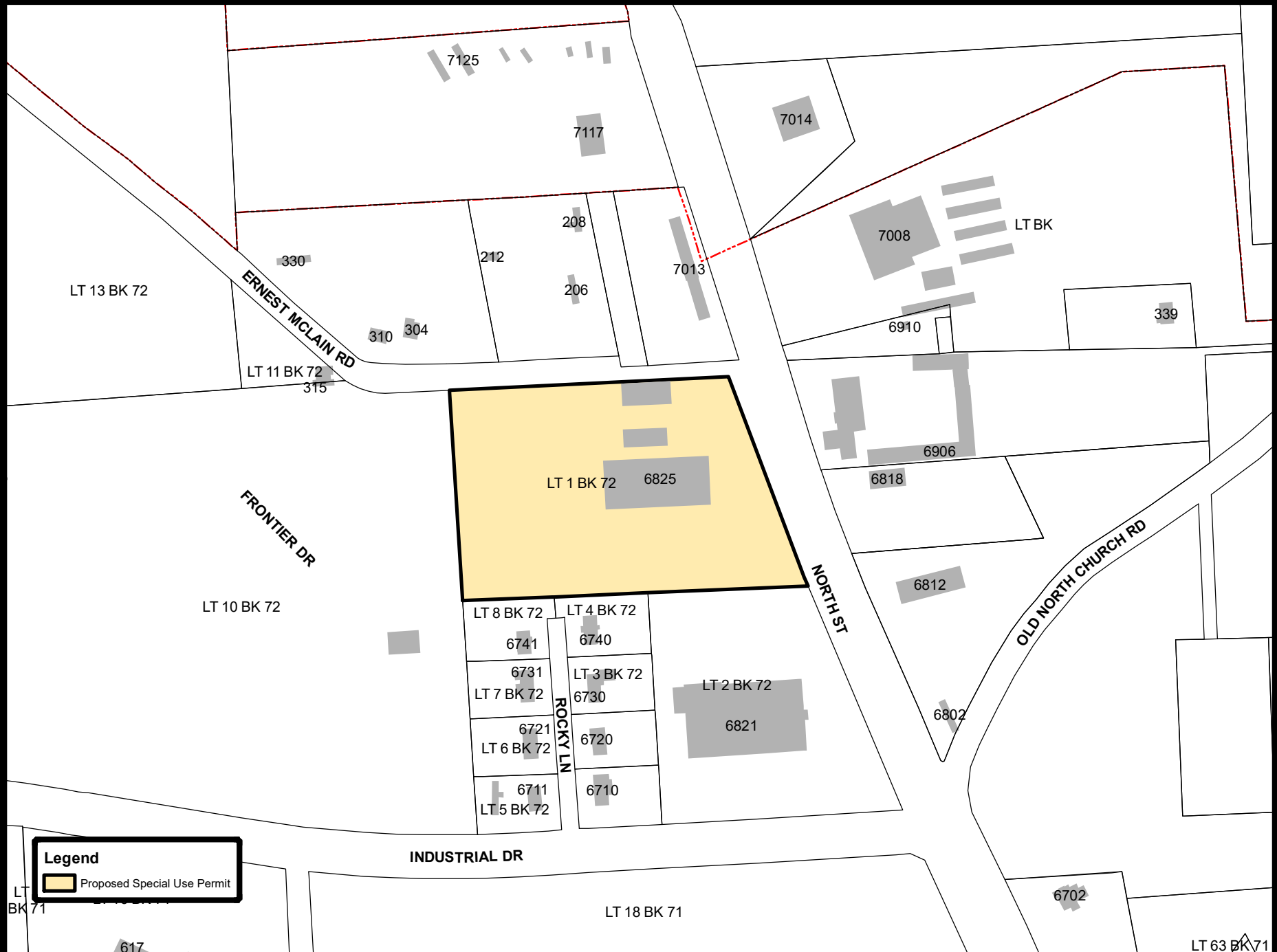
APPROVED AS TO FORM:

JAN VINSON, City Secretary

ROBERT S. DAVIS, City Attorney

APPROVED AS TO CONTENT:

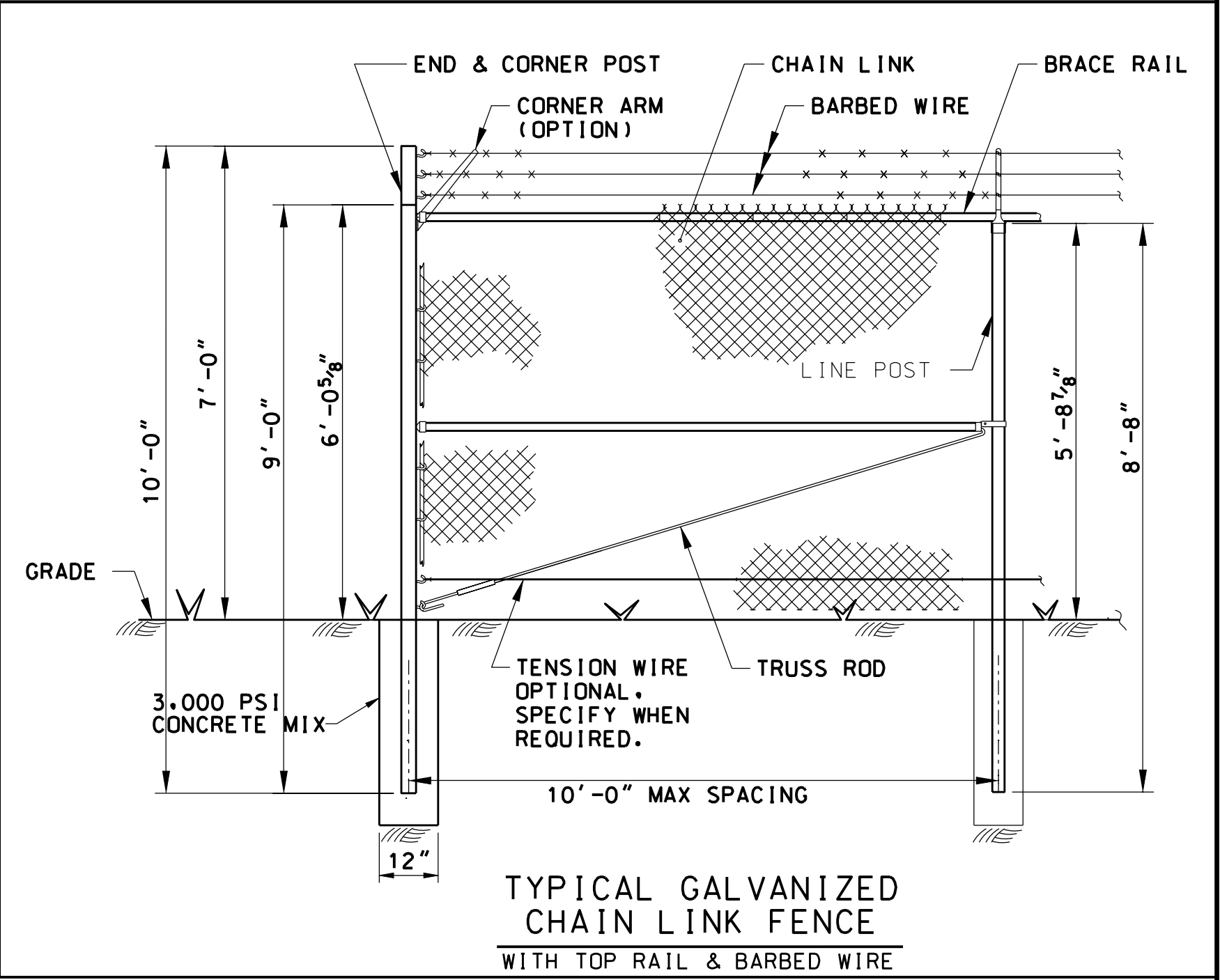
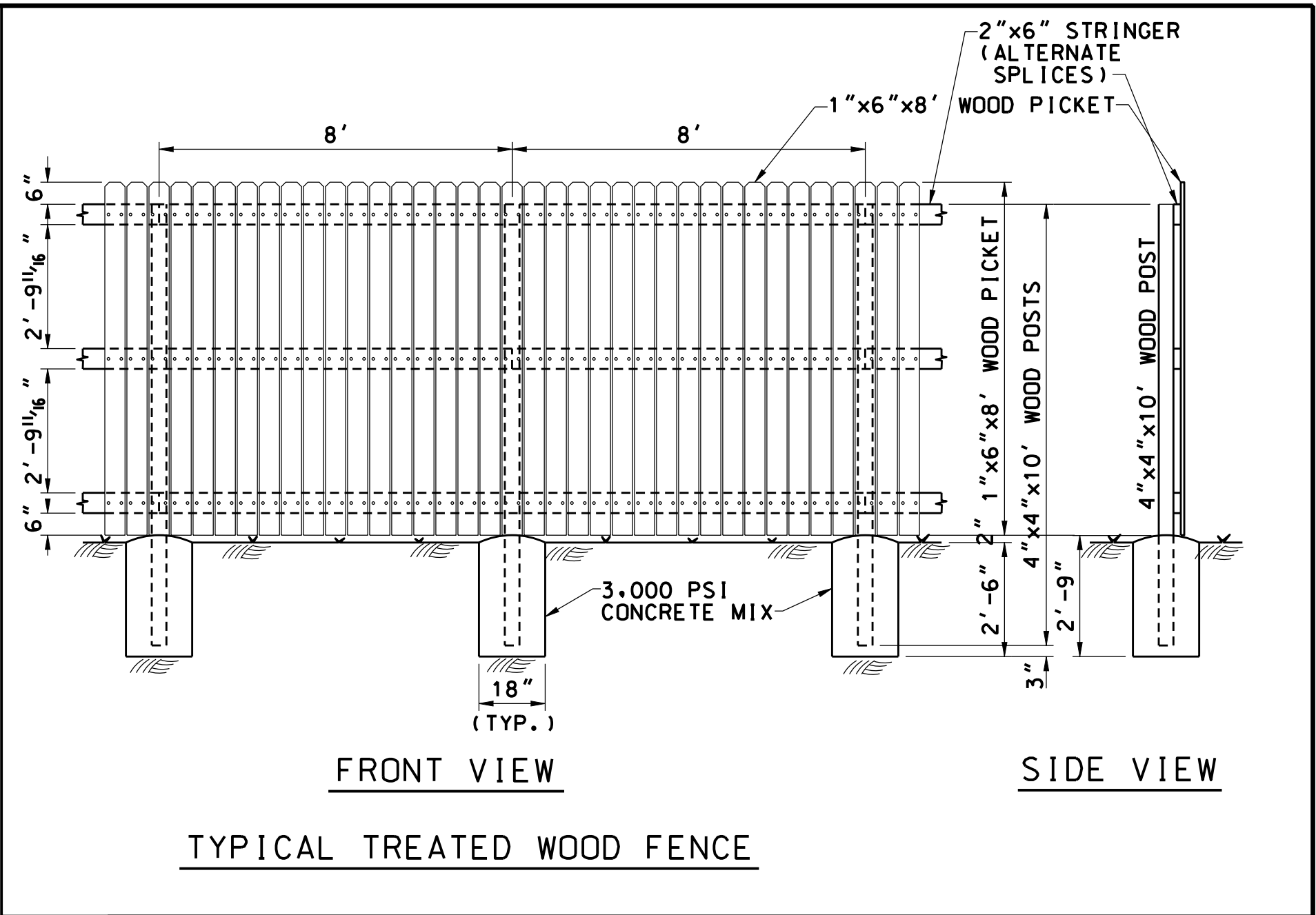
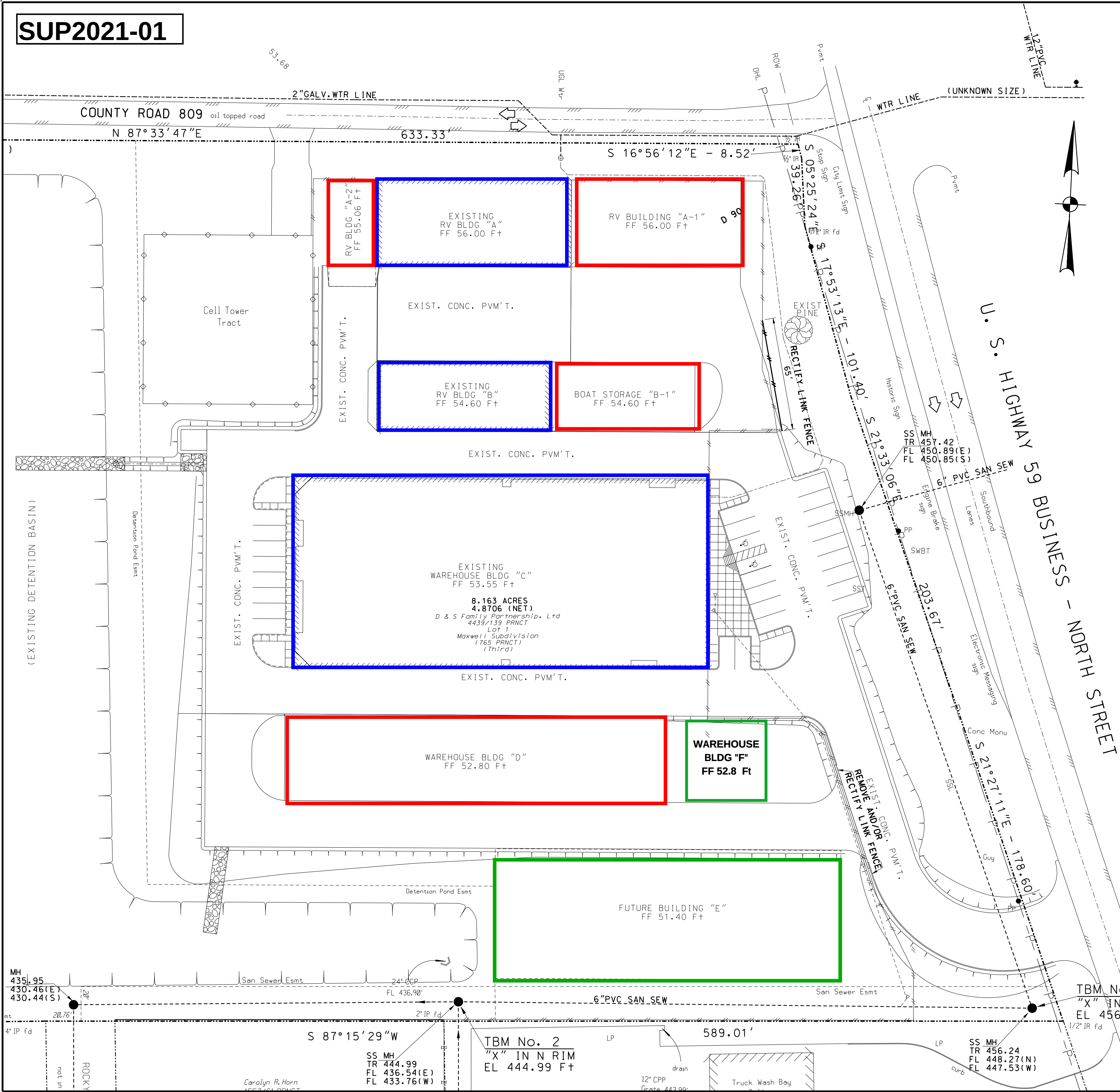
ALAINA CHAFIN, City Planner



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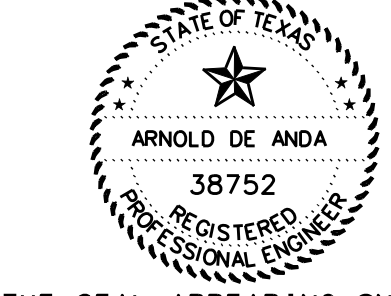
Date Created: January 29, 2021 Software: ArcGIS 10.8.1



NOTES:
CONTRACTOR MUST SUBMIT SHOP DRAWINGS AND CUT SHEETS OF TREATED WOOD AND GALVANIZED CHAIN LINK FENCE MATERIALS TO OWNER OR ENGINEER FOR APPROVALS, PRIOR TO ORDERING MATERIALS AND/OR CONSTRUCTING SAID FENCES.

- Phase 1 ———
Phase 2 ———
Phase 3 ———

LEGEND:	
BL	BUILDING LINE
CJ	CONSTRUCTION JOINT
CO	CLEAN OUT
CONC	CONCRETE
---	CONC. CURB
---	SURFACE FLOW
ESM'T	EASEMENT
EJ	EXPANSION JOINT
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FL	FLOW LINE
HDPE	HIGH DENSITY POLY-ETHYLENE PIPE
LP	LIGHT POLE
MH	MANHOLE
PP	POWER POLE
PROP	PROPOSED
SAN	SANITARY
SEW	SEWER
•	SPOT ELEVATION
S/W	SIDEWALK
TG	TOP OF GRATE
TR	TOP OF RIM
WL	WATER LINE
WM	WATER METER
---	PROPOSED CHAIN LINK FENCE



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ARNOLD DE ANDA, P.E. 38752 ON MARCH 30, 2020.

HIGHWAY 59 SELF STORAGE PHASE 2
6825 NORTH STREET
NACOGDOCHES, TX 75961
J. D. BLACKLOCK

WOOD AND CHAIN LINK FENCING PLAN AND DETAILS

DE ANDA ENGINEERING
P. O. Box 231214, Houston, TX 77223-1214
(713) 248-4305, Email: deanda@att.net
T&PE FIRM No. F-4773

SCALE: 1" = 30'
DATE: 3/30/2020

DESIGNED BY: AdeA
SHEET No. 8 OF 9
DWG. No. C-8

PRESENTER: Alaina Chafin, City Planner

ITEM/SUBJECT: Public Hearing: Consider an ordinance amending the boundaries of a zoning district within the City of Nacogdoches from R-4 Multi-Family for Lots 10-B-1 & 10-B-1 (EASMT), 11 & 11-B, City Block 54, located on Martinsville Street. This request has been submitted by Nick Galen of Aspen Heights Partners. Case File ZON2021-02. (City Planner)

SUMMARY/BACKGROUND: The request is for a zone change from B-2, General Business to R-4, Multi-Family for 24.7 acres of land located on the north side Martinsville Street, approximately 1,180 feet east of University Drive. The Multi-Family zoning district, "...is intended for higher density residential areas which may contain a mixture of single-family, two-family, and multiple-family dwellings. District regulations are designed to protect residential characteristics of the area and to prevent the overcrowding of land..."

The applicant intends to develop the property as a unified duplex development, specifically marketed towards university students. The current zoning of the property (B-2, General Business) allows for the construction of multi-family structures, which is defined as a building containing three (3) or more dwelling units; however, this zoning district does not allow for the construction of duplex structures, which is defined as a building containing only two (2) dwelling units. Therefore, the applicant is requesting a zone change from B-2, General Business to R-4, Multi-Family to allow for the construction of duplex structures.

Adjacent Land Use & Zoning

The subject property is zoned B-2, General Business and is currently undeveloped. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North	Commercial & Rural Development	B-2, General Business & A, Agricultural	Multi-Family & Vacant
South (Across Martinsville St.)	Multi-Family	R-4, Multi-Family	Multi-Family & Vacant
East	Rural Development & Multi-Family	B-2, General Business & A, Agricultural	Vacant
West	Commercial & Multi-Family	B-2, General Business & R-4, Multi-Family	Commercial/Retail & Vacant

The area consists primarily of both multi-family and commercial zoning districts and existing developments. Specifically, this includes multi-family developments located immediately to the north and south (across Martinsville Street), vacant property to the east, and commercial retail

development to the west located along University Drive; including University Mall and the Walmart Neighborhood Market. The R-4, Multi-Family zoning district is compatible with the zoning and developed uses in the area.

Future Land Use

Per the 2003 Nacogdoches Comprehensive Plan, the Future Land Use Plan designates the majority of the subject property and the surrounding area as Multi-Family, with the northernmost tract designated as Rural Development. These land use categories are described as follows:

“Multi-Family: Attached dwellings with three or more units, including apartments, townhouses, condominiums, patio homes, rooming/ boarding houses, and nursing homes and assisted-living developments.”

“Rural Development: Sparsely-populated areas with limited development that are still distinct from more urbanized areas. This typically encompasses relatively large tracts of unsubdivided land used for agriculture, forestry...widely-scattered homesteads...natural open space, or activities not requiring permanent structures or improvements. Also includes areas that are gradually transitioning into urban uses and development.”

The proposed R-4, Multi-Family zoning district is consistent with the land uses described in the Multi-Family Future Land Use designation. While there is a portion of the subject property designated as Rural Development, the majority of the subject property and the surrounding area is designated as Multi-Family.

In addition, the Comprehensive Plan outlines that the Future Land Use map, “...is not a rigid, parcel-specific mandate for how land shall be developed...”, rather it’s a guide to help visualize the desired development pattern in a given area. For example, the Comprehensive Plan outlines that, “...since the location and timing of apartment development is highly market-driven and difficult to reflect on the Future Land Use Plan map, a proposed multi-family residential development could receive a favorable review even if the potential site is not depicted as such on the general plan map.”

Furthermore, the Rural Development land use category includes, “...areas that are gradually transitioning into urban uses and development.” The northernmost tract and adjacent properties to the north and east include heavily wooded unsubdivided tracts and low-density residential uses. This area does gradually transition to more urban commercial and residential developments as you travel west towards University Drive.

Access & Utilities

The subject property has access to both water and sewer utilities, with a 6-inch water main located along Martinsville Street and a 8-inch sewer main running east to west through the middle of the subject property. There is also a 6-inch sewer main located along the western boundary of the subject property connecting into Martinsville Street.

The property takes access from Martinsville Street, which is designated as a Future Major Collector on the City’s Thoroughfare Plan, and functions as primary access for the residential uses in the area. This section of Martinsville Street, located between University Drive and Park Street, is generally constructed as a two lane local street. The western portions of the street are a standard 32 feet wide with curb and gutter drainage in a 60-foot right-of-way (ROW). The eastern section of Martinsville Street narrows to about 24 feet wide with open ditch drainage. The ROW width in this section is undocumented and most likely prescriptive. Any new development along this narrow segment of Martinsville Street will be required to sell any

necessary ROW for the future road improvements to meet the Thoroughfare Plan.

The current zoning of the property, B-2, General Business, is intended to be located along Collector and Arterial streets, which have greater capacity to accommodate the high volume of traffic typically generated by the commercial uses permitted under this zoning district. The minimum pavement width for a Collector street is 37 feet with two travel lanes, and a ROW width of 60 feet.

The proposed zoning, R-4, Multi-Family, is intended for higher density residential areas which may contain a mixture of single-family, two-family, and multiple-family dwellings. These developments may be supported by both Collector streets and High Volume Local streets, which have a typical ROW width of 50 feet and a 32-foot pavement width.

The proposed zoning from commercial to multi-family would decrease the overall traffic demand in this area, thereby increasing the traffic and volume capacity of Martinsville Street. Therefore, Staff finds that the current pavement width of Martinsville Street is adequate to serve the design purpose of collecting and distributing traffic from these residential areas to the larger, arterial roadway network.

Flood Damage Prevention

Per the FEMA Floodplain Map, there is no floodplain located on the subject property. However, there is a creek running through the property and a small pond on the southeast side that will need to be accommodated during the design phase of the development.

REVIEW CRITERIA

Per Section 118.139 of the Nacogdoches Zoning Ordinance, the following conditions shall be considered when reviewing an application for zoning change:

Compatibility. The specific use will be compatible with and not injurious to the use and enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;

The proposed R-4, Multi-Family zoning district is consistent with the existing development in the area and should not adversely impact the adjacent land uses.

Orderly growth and development. The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
The proposed zoning will not impede or directly obstruct the development of surrounding vacant property.

Supporting Facilities. Adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;

The site has direct access to water and sewer service, and takes vehicular access to Martinsville Street. This section of roadway consists of two lanes and varies in pavement width from 24 to 32 feet (east to west). The requested zone change from B-2, General Business to R-4, Multi-Family reduces the intensity of the land uses permitted for this property, thereby reducing the overall traffic demand for the area. Therefore, Staff finds that the current pavement width of Martinsville Street is adequate to serve the design purpose of collecting and distributing traffic from these residential areas to the larger, arterial roadway network.

Drives and Parking. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;

All future driveways and parking areas will meet the City's current land development design standards.

Nuisances. Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

The site will be subject to the City's current land development standards, including residential screening requirements of the Zoning Ordinance as outlined in Section 118-429. – *Commercial sites with residential adjacency.*

Lighting. Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties;

Any new outdoor lighting would be subject to the City's current standards for nonresidential development, which requires light fixtures to utilize a down-lighting design, and prohibits fixtures that directly project light in all directions.

Landscaping. Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided;

Any new construction will be subject to current commercial district landscaping requirements. The property has several mature trees onsite which may be credited towards landscape requirements.

Comprehensive Plan. The proposed use is in accordance with the comprehensive plan.

Per the 2003 Nacogdoches Comprehensive Plan, the Future Land Use Plan designates the majority of the subject property and the surrounding area as Multi-Family, with the northernmost tract and property located to the northeast as Rural Development.

The proposed R-4, Multi-Family zoning district is consistent with the Future Land Use designations in the area, and achieves one of the long term goals of the Comprehensive Plan; specifically, the goal to encourage *Growth Inward*. This goal is further defined as, "Long-term growth in appropriate areas to achieve an efficient, diverse and balanced pattern of land uses both within the City and urbanizing portions of its extraterritorial jurisdiction." Some of the targeted objectives include:

- Encourage infill development where appropriate (utilities, compatibility, etc.).
- Plan for mixing and/or separation of land use types based on desired, location, density and pattern of development.
- Promote growth where adequate infrastructure exists.

Therefore, Staff finds that the request is in accordance of the Comprehensive Plan.

Notices

Staff sent 23 written notices to property owners within the 200 foot notification area. Since the time of this report, Staff has not received any contacts regarding the request.

***Please note that this zoning application was not subject to the additional noticing practices that were approved by City Council during their regular meeting on January 19, 2021. The additional noticing practices will be applied to all zoning applications received on or after March 1, 2021.**

Staff Recommendation

Based on the above findings, Staff recommends approval of a change of zoning for the subject

property from B-2, General Business to R-4, Multi-Family. This item is scheduled to be heard by City Council on Tuesday, March 16th.

P&Z Recommendation

The Planning and Zoning Commission heard this item at their regular meeting on March 8, 2021 and recommended approval of the request unanimously (3-0).

FINANCIAL:

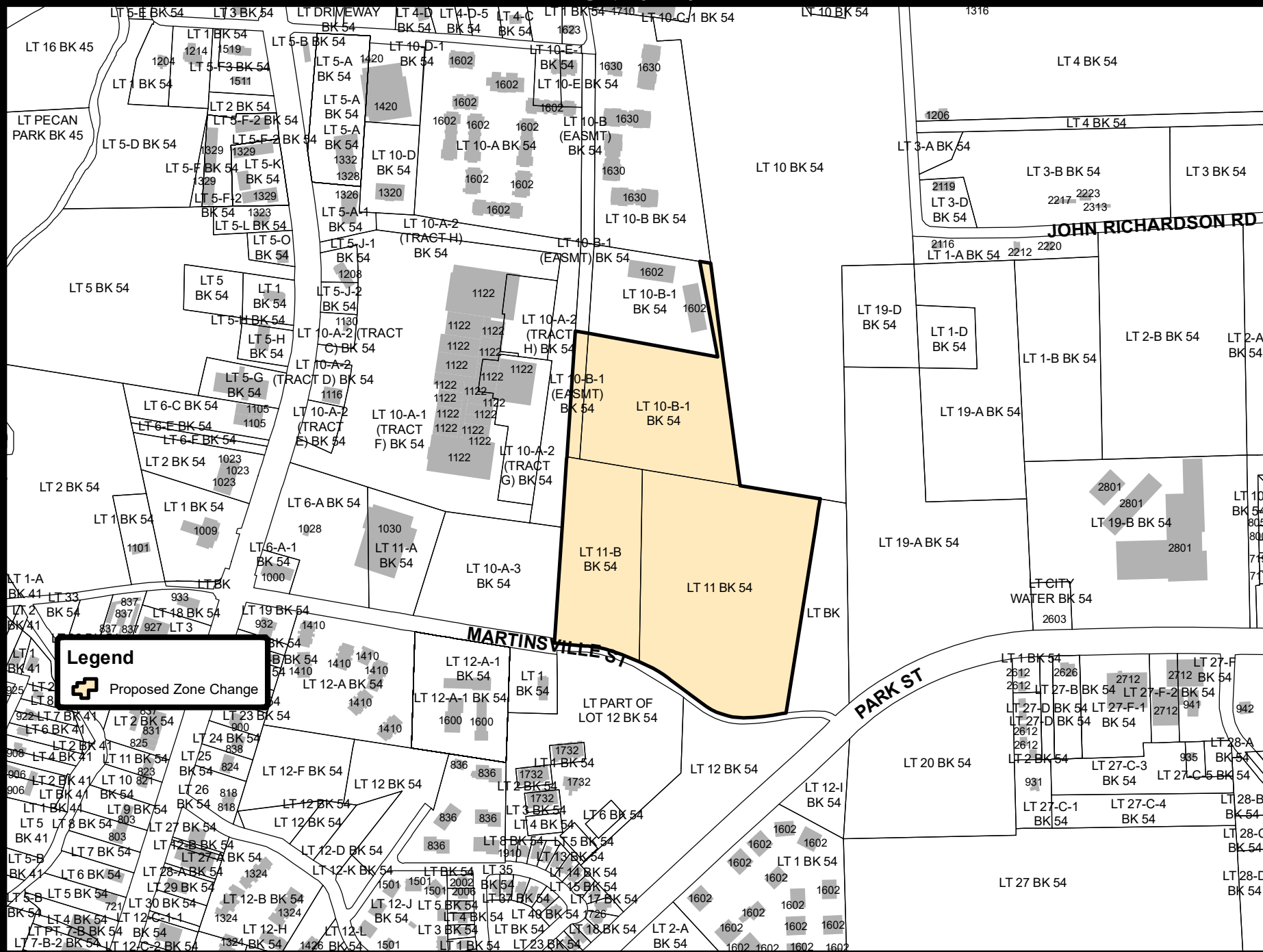
There is no financial impact associated with this item

CITY CONTACT: Alaina Chafin, AICP, CNU-A
City Planner
chafina@nactx.us
936-559-2572

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Notification Map
6. Site Photos
7. Ordinance

ZON 2021-02



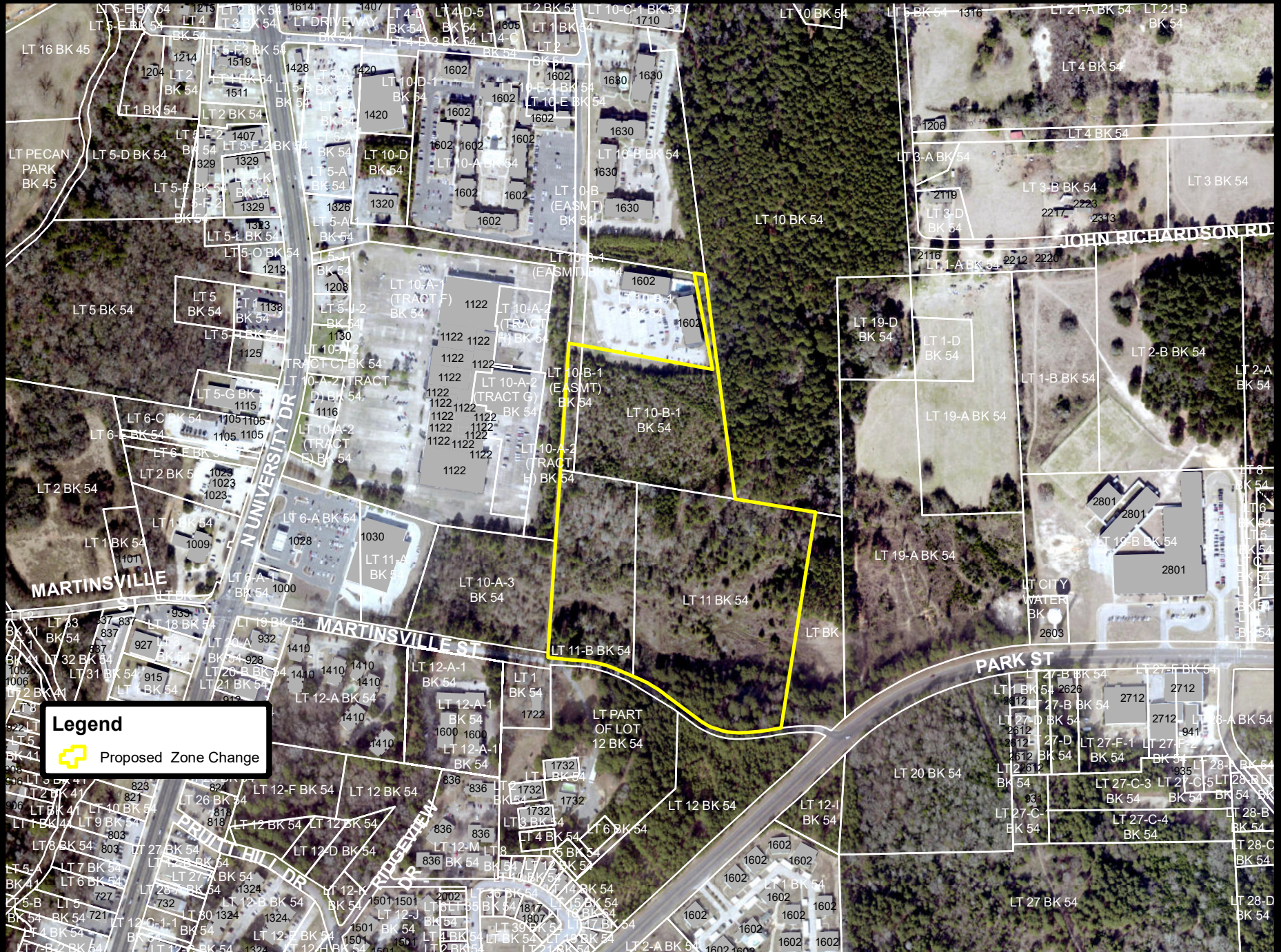
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0 125 250 500 Feet

Date Created: March 2, 2021 Software: ArcGIS 10.8.1

ZON 2021-02



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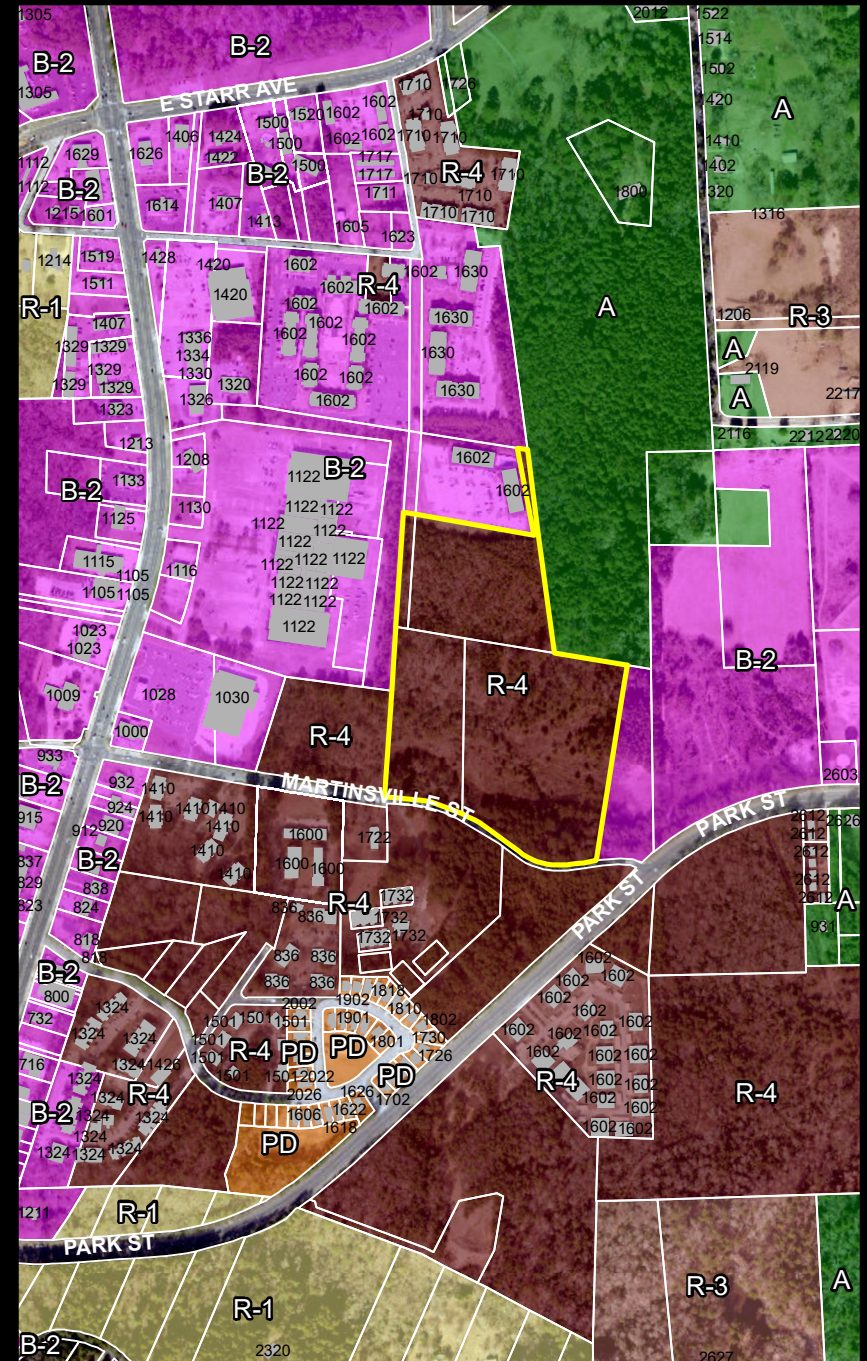
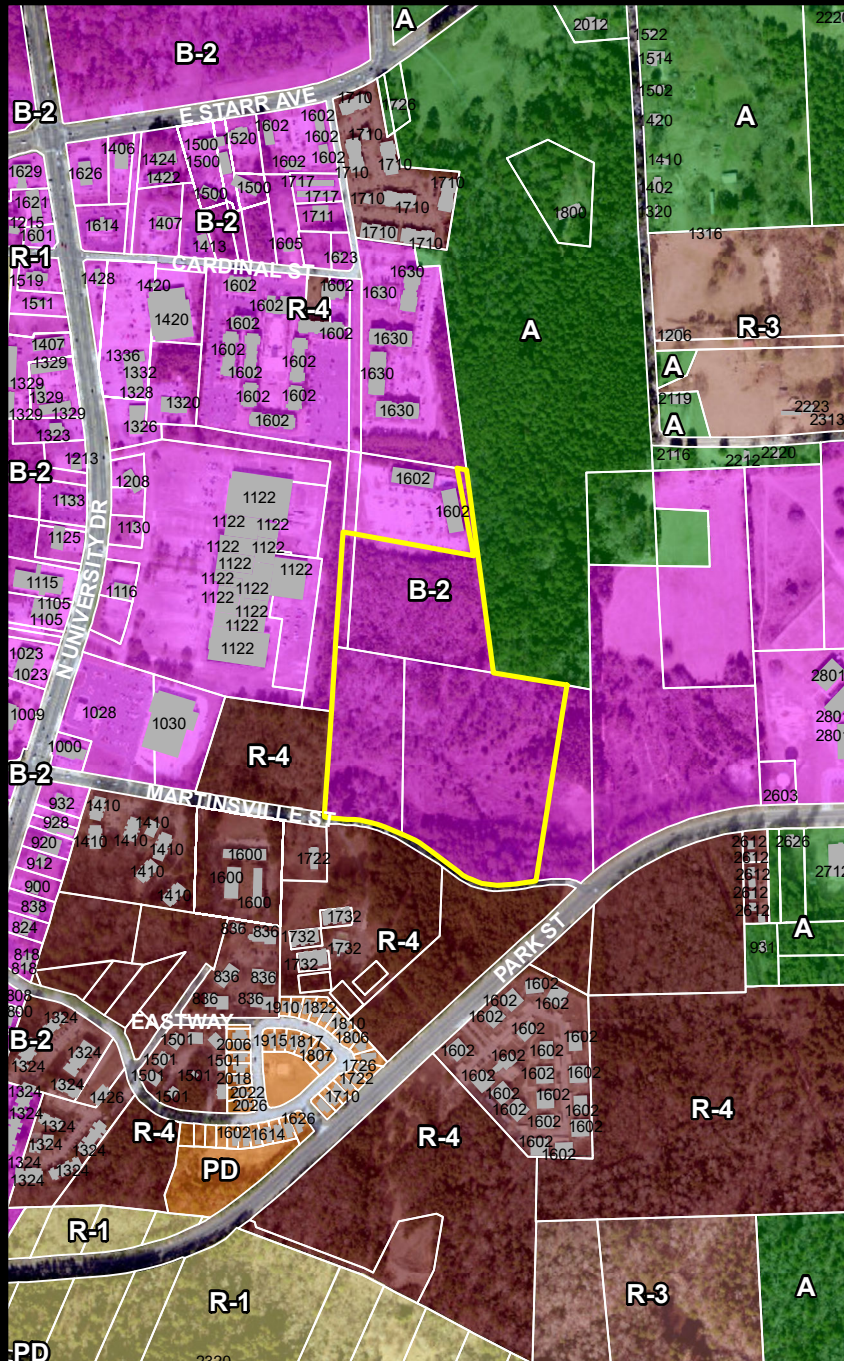
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Date Created: February 24, 2021 Software: ArcGIS 10.8.1

Existing Zoning

ZON 2021-02

Proposed Zoning



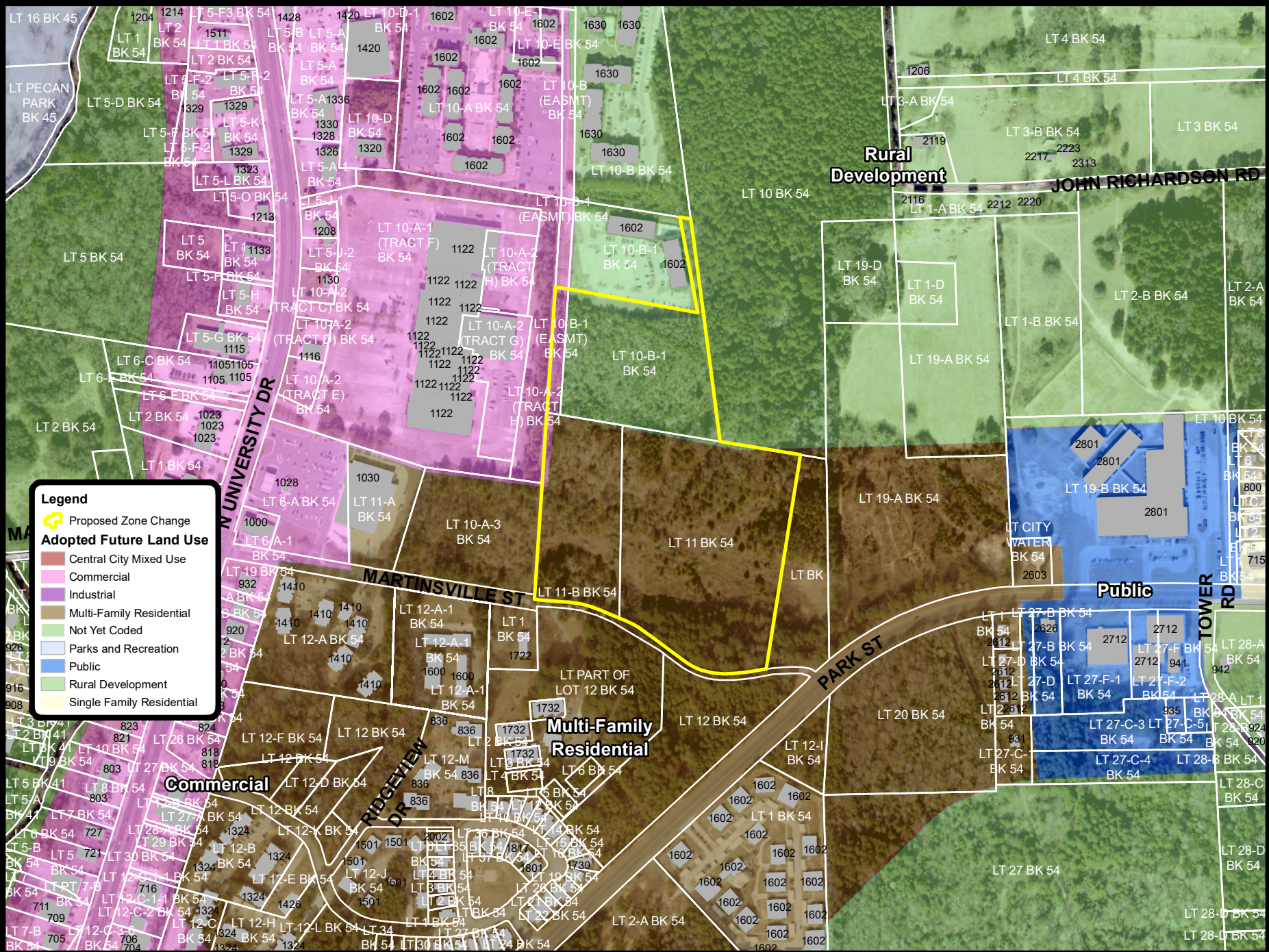
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Date Created: March 2, 2021 Software: ArcGIS 10.8.1

0 200 400 800 Feet

ZON 2021-02



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0 125 250 500 Feet

Date Created: March 2, 2021 Software: ArcGIS 10.8.1

ZON2021-02 Martinsville Rd.

Legend

200 foot buffer



Proposed zone change



Vacant



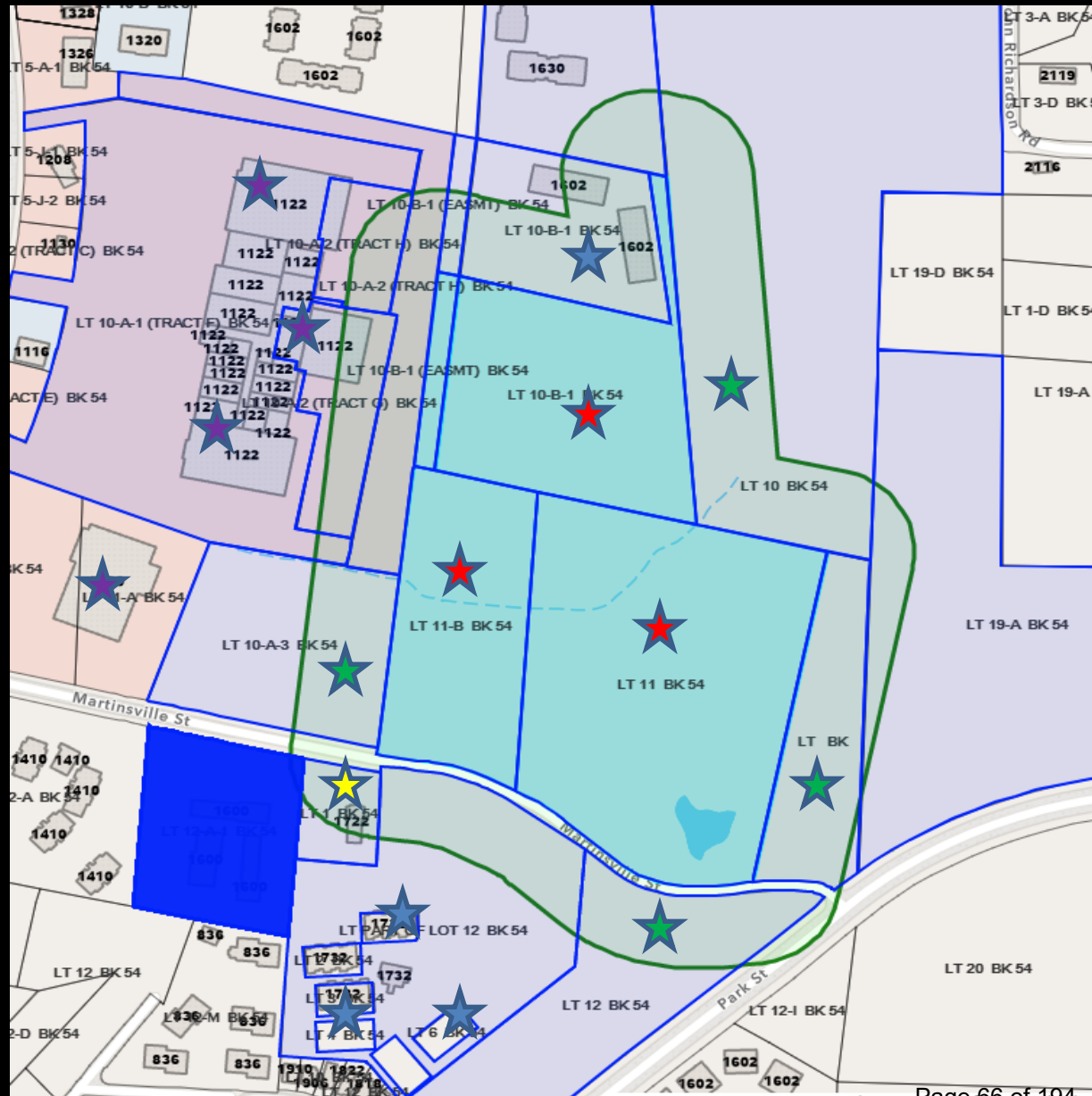
Single Family-
Owner Occupied

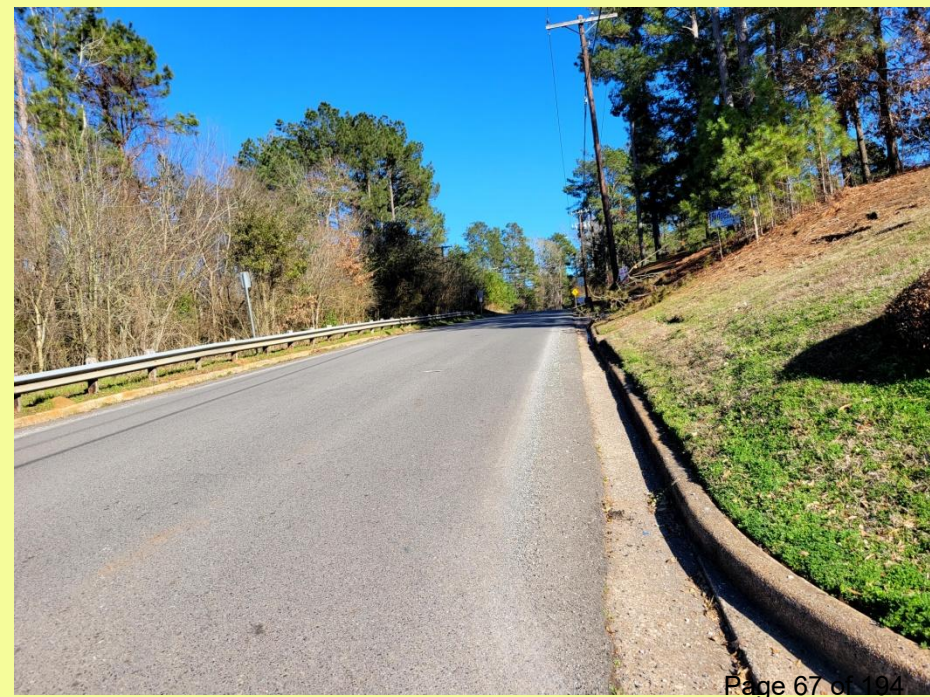


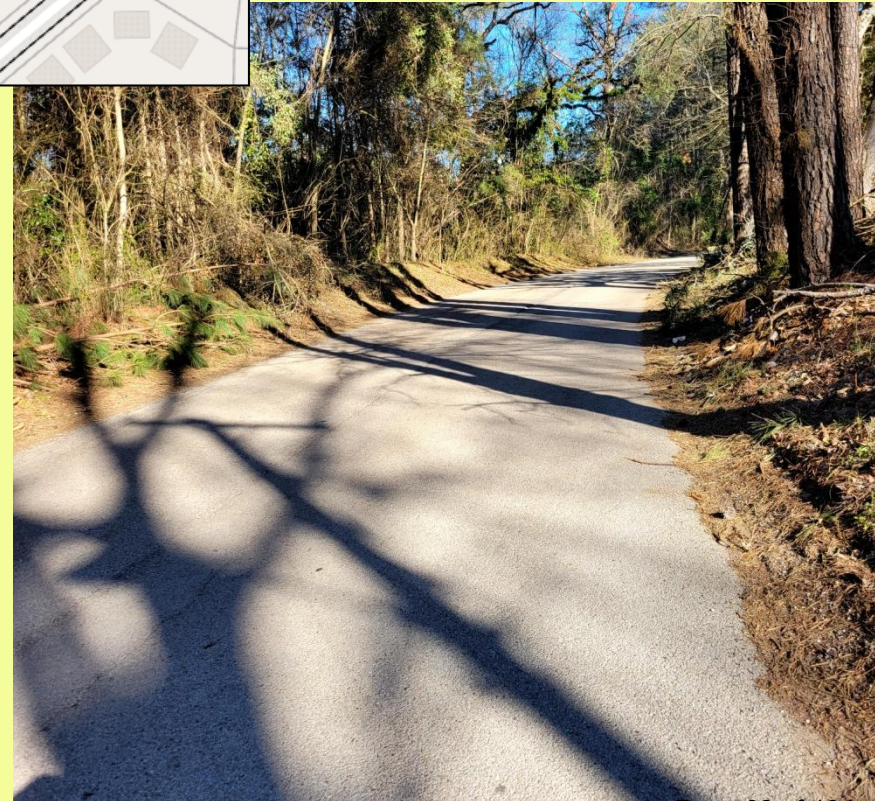
Multi-Family



Commercial



[illegible]

[illegible]

ORDINANCE NO. 1858-03-21

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM B-2, GENERAL BUSINESS TO R-4, MULTI FAMILY FOR LOTS 10-B-1 & 10-B-1 (EASMT), 11 & 11-B, CITY BLOCK 54, LOCATED ON THE NORTH SIDE OF MARTINSVILLE STREET IN NACOGDCHES, TEXAS; CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Zoning Ordinance of the City of Nacogdoches allows the City Council to amend the official zoning map; and

WHEREAS, the property described above and depicted in “**Exhibit A**” is currently zoned B-2, General Business; and

WHEREAS, the property owner has requested the zoning classification of said property to be changed to R-4, Multi Family; and

WHEREAS, the City Council of the City has conducted, in the time and manner and after the notice required by law and the Zoning Ordinance of the City, a public hearing on such request for change in zoning classification; and

WHEREAS, the City Council now deems it appropriate to grant such requested change in classification.

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

SECTION I

Findings.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct, and same are deemed to be in furtherance of a public purpose.

SECTION II

Approval of Zoning Change

Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, a change in Zoning Classification from B-2, General Business to R-4, Multi Family is hereby approved by the City Council.

SECTION III

Repeal

This Ordinance shall in no manner repeal, amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting change in Zoning Classification as herein provided.

SECTION IV

Effective Date

This Ordinance shall take effect following its passage and publication as may be required by governing law.

SECTION V

Severability

If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION VI

Proper Notice and Open Meetings

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

SECTION VII

Filing

The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City of Nacogdoches, Texas.

PASSED AND APPROVED, this the ____ day of _____, 2020, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____

SHELLEY BROPHY, Mayor

ATTEST:

APPROVED AS TO FORM:

JAN VINSON, City Secretary

ROBERT DAVIS, Interim City Attorney

APPROVED AS TO CONTENT:

ALAINA CHAFIN, City Planner

PRESENTER: Keith Kiplinger, Fire Chief

ITEM/SUBJECT: Consider approval of the purchase of two used fire engines from Siddons-Martin Emergency Group in the amount of \$220,000. (Fire Chief)

SUMMARY/BACKGROUND: In the FY 20-21 Budget Council approved \$200,000 to refurbish Engine 2. The City received quotations from 3 remanufacturers, each of which was above the budgeted amount. The department's apparatus committee analyzed options and determined that for a similar cost to the quotes the City could purchase 2 newer, well maintained engines that were rotated out of service by another fire department. By purchasing two used engines the City will be able to dispose of 3 older fire engines (1989, 1993, 1997) which will significantly improve the age of our fleet.

A formal RFP was published and sent to used fire apparatus dealers. The City received sealed bids which were opened on March 10, 2021. The City received one bid from Siddons-Martin Emergency Group. The proposal was the purchase of two 2007 Pierce Dash Pumpers for \$110,000 each for a total cost of \$220,000. These fire engines are being traded in to the dealership by the Cy Fair Fire Department in NW Harris County. Staff has inspected the two engines and spoken with Cy Fair FD staff about their condition and serviceability. The trucks were traded in as part of their regular rotation of apparatus and not due to any issues or concerns. Staff is confident that these trucks will provide a significant advantage over the three apparatus that we propose disposing of by auction.

We estimate the cost of making any necessary repairs and converting the apparatus for our equipment to be less than \$30,000.

FINANCIAL:

Item is budgeted:

Account No.: 01.86.680.40

Account Name: *General Fund Reserves-Vehicle Capital*

Amount: \$200,000

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

Account No.: 01.86.680.40

Account Name: *General Fund Reserves-Vehicle Capital*

Amount: \$50,000

CITY CONTACT: Keith Kiplinger, Fire Chief
kiplingerk@nactx.us
936-559-2541

ATTACHMENTS: 1. Siddons Martin Proposal
2. Fire Engine Purchase PowerPoint

QUOTATION FORM

A. DELIVERY REQUIREMENTS

Respondents will show the exact cost to deliver. Response must show the number of days required to deliver items or provide products to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded. Failure to state delivery time obligates the Respondent to complete delivery in 14 calendar days.

FOB: NACOGDOCHES, TX

DELIVERY DATE: SEE NOTE BELOW: _____ (calendar days)

If purchased they can be picked up by the buyer at our North Houston Texas facility. Trucks will be available for pickup on or before April 30,2021.

B. DISCOUNTS

Trucks must be paid for in full before they leave our facility.
Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondents will list and deduct all discounts not based on early payment from prices quoted.

C. QUANTITIES

Quantities indicated below are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.

D. UNIT PRICES

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The City reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

E. VALIDITY OF PRICING

Pricing will be considered firm for acceptance for a minimum of 60 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of parties.

F. QUOTATION

All Responses must be submitted on the form(s) provided below:

<u>Item #</u>	<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	1	EA	2007 Pierce Dash Pumper Vin# 4P1CD01S27A007237	\$ 110,000	\$ 110,000
2.	1	EA	2007 Pierce Dash Pumper Vin# 4P1CD01S07A007236	\$ 110,000	\$ 110,000

3. How miles from your service site to City of Nacogdoches? 130

*****Note: The 2007 Pierce Dash pumpers are sold as is with no warranties written or implied. If purchased they can be picked up by the buyer at our North Houston Texas facility. Trucks will be available for pickup on or before April 30,2021. Trucks must be paid for in full before they leave our facility.**

CERTIFICATION and ACKNOWLEDGMENT

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

Signed By: Kathryn Williams Title: Legal Compliance Officer

Typed Name: Kathryn Williams Company Name: Siddons Martin Emergency Group, LLC

Phone No.: 281-606-4933 Fax No.: _____

Email: kwilliams@siddons-martin.com

Bid Address: 1362 E Richey Rd Houston TX 77073
P.O. Box or Street City State Zip

Order Address: 1362 E Richey Rd Houston TX 77073
P.O. Box or Street City State Zip

Remit Address: P.O. Box 679827 Dallas TX 75267-9827
P.O. Box or Street City State Zip

Federal Tax ID No.: 27-4333590

DUNS No.: 065861693

Date: 02-25-2021

FOR CITY USE ONLY

Approved By: _____ Date: _____
City Manager, City of Nacogdoches

Siddons Martin Emergency Group
1362 E Richey Road
Houston Texas, 77073
281 831 2737

Bid for two used fire trucks for the City of Nacogdoches

2007 Pierce Dash Custom Pumpers

2007 Pierce Pumpers w/CAFS

Dash Custom 8 man Cab w/ac
Exterior color Red
Detroit Series 60 425hp engine
Allison IV4000 transmission
Waterous 2000 gpm pump
Poly 715 gallon tank
Hercules CAFS system
Husky 12 Dual agent foam system w/20 and 40 gallon cells
TAK-4 suspension
Two 1.75" Crosslays
One 2.5" Crosslay
Hose reel
Deckgun
Harrison 10kw hydraulic generator
Command light tower
Hydraulic ladder rack w/ground ladders
SCBA bottle storage over rear wheels
Kussmaul charging system
Federal Q2B siren
Air horns
LED light package
Length 34'
Height 10' 9"
Mileage under
Vin#s 4P1CD01S27A007237 and 4P1CD01S07A007236
Mileage/Hours 130,887 hrs 8,572 Unit 2 Mileage 97,386 hrs 6,963

Bid Price \$110,000 each

Note: The 2007 Pierce Dash pumpers are sold as is with no warranties written or implied. If purchased they can be picked up by the buyer at our North Houston Texas facility. Trucks will be available for pickup on or before April 30,2021. Trucks must be paid for in full before they leave our facility.

Erik Petocz

Siddons Martin Emergency Group
281 831 2737

City of Nacogdoches, Texas

ITB 21-10-115 Fire Trucks - Bid Tabulation Sheet

Item No.	Qty.	UOM	Description	Unit Cost	Total Cost
1	1	Each	2007 Pierce Dash Pumper Vin#s 4P1CD01S27A007237	\$110,000.00	\$110,000.00
2	1	Each	2007 Pierce Dash Pumper Vin# 4P1CD01S07A007236	\$110,000.00	\$110,000.00
3	Miles		How many miles from Vendor Service Site to City of Nacogdoches?		130
				TOTAL:	\$220,000.00

Company Name:	Siddons Martin Emergency Group
Contact:	Erik Petocz
Phone:	281 831 2737
Address:	1362 East Ritchey Rd, Houston Tx 77073

LEGAL NOTICES

**CITY OF
NACOGDOCHES
Request for
Proposals
{No. 21-10-115/
Two Fire Trucks}**

The City of Nacogdoches is accepting proposals for the above referenced item. A complete set of Bidding and Contract Documents will be made available for no charge at:

City of Nacogdoches
City Hall
Finance Department
202 Pilar Street,
Suite 344
Nacogdoches, TX
75961

Sealed Bids will be received until **2:00 PM, {Wednesday, March 10, 2021}**. Proposal received after the due date and time will be returned unopened. Proposal will be opened and read aloud at 2:00 P.M. Wednesday, March 10, 2021 at City Hall Suite 344. Bids received after the due date and time will be returned unopened. The City of Nacogdoches reserves the right to reject any or all bids and to waive informalities and irregularities.

**Consider approval of the
purchase of two used fire
engines from Siddons-
Martin Emergency Group
in the amount of
\$220,000.**

2021 Budget

\$200,000 to refurbish fire engine

2002 Engine

3 bids, all over budget

New Idea

Firefighters suggested used truck

Researched available apparatus

Found 2 for < refurbishing 1

- Formal RFP**
- Bid Opening 3/10**
- One proposal received**
- Siddons-Martin**
- \$110,000 x 2 = \$220,000**



(2) 2007 Pierce Dash

- **90K and 130K Miles**
- **750 gallons, 2000 GPM Pump**
- **Generator, Light tower**
- **CAFS**





E6
1989 FMC



E1
1993 Boardman



E7
1997 Pierce

**Staff recommends
approval of the purchase
of two used fire engines
from Siddons-Martin
Emergency Group in the
amount of \$220,000.**

PRESENTER: Keith Kiplinger, Fire Chief

ITEM/SUBJECT: Consider an ordinance amending Ordinance Number 1835-09-20 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021. (Purchase of two used fire engines) (Fire Chief)

SUMMARY/BACKGROUND: Staff budgeted \$200,000 to refurbish a fire engine and later determined that for slightly more money the City could purchase two newer used engines. Staff received one bid for a matching set of engines for \$220,000 total and requested approval to purchase the two used fire engines. A budget amendment transferring \$50,000 from the Equipment Replacement Fund into the General Fund will be used to fund the purchase to modify the engines and to bring the apparatus into service including graphics, minor repairs and necessary equipment.

FINANCIAL:

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

Account No.: 01.86.680.40

Account Name: *General Fund Reserves-Vehicle Capital*

Amount: \$50,000

Account No.: 01.590.60

Account Name: *General Fund Transfer from Equipment Replacement Fund*

Amount: \$50,000

Account No.: 60.85.699.01

Account Name: *Equipment Replacement Fund Transfer to General Fund*

Amount: \$50,000

CITY CONTACT: Keith Kiplinger, Fire Chief

kiplingerk@nactx.us

936-559-2541

ATTACHMENTS:

1. Budget Amendment Ordinance
2. Budget Amendment PowerPoint

AN ORDINANCE AMENDING ORDINANCE NO. 1835-09-20 APPROPRIATING VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021.

WHEREAS, the City Council of the City of Nacogdoches, Texas has approved and adopted the budget for said city for the ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021.

WHEREAS, the City Council has determined that the purchase of two used fire apparatus would improve the public safety and welfare by reducing the age of the Fire & Rescue fleet, and;

WHEREAS, the purchase of these used apparatus will allow for the removal of three older apparatus from the Fire & Rescue fleet, and;

WHEREAS, with the adoption of this ordinance, the Fire Department is authorized to purchase two used fire engines;

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

Fund	Dept.	Acct.	Department	Description	Amt.
01	86	680.40	Gen Fd Reserves	Vehicle Capital	\$50,000
01		590.60	Gen Fd Transfers	Trf f/ Equipment Replacement Fund	\$50,000
60	85	699.01	Equip Repl Fd Transfers	Trf to General Fund	\$50,000

PASSED AND APPROVED this the 16th day of March, 2021.

Shelley Brophy, Mayor
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Robert Davis, Interim City Attorney

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

Consider an ordinance
amending Ordinance Number
1835-09-20 appropriating
various amounts in accordance
with the budget adopted for
the ensuing fiscal year
beginning October 1, 2020 and
ending September 30, 2021.

PRESENTER: Keith Kiplinger, Fire Chief

ITEM/SUBJECT: Discuss and provide staff direction related to an Interlocal Agreement with Stephen F. Austin State University for COVID-19 Vaccination support. (Fire Chief)

SUMMARY/BACKGROUND: As part of the ongoing COVID-19 Vaccination process the City has developed a Community Vaccination Plan with our partners. The plan requires vaccinators to give shots and considerable public outreach to accomplish the objective of getting as many people vaccinated as possible. At this point 9844 residents of Nacogdoches County have received at least 1 dose of vaccine. That represents about 20% of the >50,000 people who will be eligible to receive it. We have relied on nursing students to supplement City and hospital staff since January and the program has been very successful.

Staff has worked with Stephen F. Austin State University (SFASU) to develop a program to keep 15 students in Nacogdoches over the Summer to allow us to continue vaccinations. These students would normally leave the community. In order to keep the system moving forward we are proposing that we utilize 12 nursing students, 2 social work students, 1 Spanish language student and appropriate nursing faculty to supervise clinical operations. This agreement would allow us to continue the vaccination process and expand outreach, education and public information about COVID-19 and the vaccines, especially in hard to reach populations. The city would guarantee a minimum of 20 hours per week, per student for 12 weeks with the ability to extend the agreement if necessary. This agreement will allow students to make housing and other commitments necessary to support us this summer. The City will seek Public Assistance from FEMA related to the cost of this program.

City and SFASU are currently working through the DRAFT Interlocal Agreement. If Council gives direction to proceed, staff will present the FINAL version at a future Council Meeting.

FINANCIAL:

No financial impact associated with this item at this time.

A Budget Amendment will follow on a future City Council Agenda if approved.

CITY CONTACT: Keith Kiplinger, Fire Chief
kiplingerk@nactx.us
936-559-2541

ATTACHMENTS:

1. SFA Interlocal DRAFT
2. SFA Interlocal Powerpoint v2

DRAFT

INTERLOCAL COOPERATION CONTRACT

This Agreement (iContracts #####) is entered into by and between Stephen F. Austin State University ("University"), an institution of higher education of the State of Texas, and the Local Government Body, City of Nacogdoches ("Local Government Body"), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I. Contracting Parties:

Receiving Agency: City of Nacogdoches

Performing Agency: Stephen F. Austin State University

II. Statement of Purpose:

The contracting parties enter into this Interlocal Cooperating Agreement in order to assist the City of Nacogdoches and Nacogdoches County in COVID-19 outreach, public awareness, and vaccination efforts in Nacogdoches County and surrounding areas.

III. Statement of Services to be Performed:

The University agrees to provide fifteen (15) student workers per week for a minimum of twenty (20) hours per week and a maximum of twenty-eight (28) hours per week. Nursing faculty oversight will be provided on an as needed basis at the discretion of the University. In order to secure student workers and faculty for oversight for the duration of this contract, the University requires a guarantee contract minimum of twenty (20) hours per week per student and ten (10) hours per week for faculty.

IV. Contract Amount:

Any fees owed by Receiving Agency pursuant to this Agreement are related to the following rates: Student workers: \$20.00 per hour; faculty oversight: \$45.00 per hour plus associated fringe benefits which include FICA/Medicare, health insurance, retirement, workers compensation, and unemployment. In addition to the hourly rates, there will be an indirect rate of 15% billed related to University overhead costs. Faculty may receive additional compensation above their base pay related to this contract. Total contract sum shall not exceed \$110,000.

V. Payment for Services:

Receiving Agency will pay for services received from appropriation items or account of Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by Receiving Agency payable to Performing Agency.

Payments for services performed will be billed monthly and Receiving Agency shall make payments to Performing Agency within a reasonable time from Receiving Agency's receipt of monthly invoices prepared to Performing Agency's usual format and detail (including appropriate certification).

Payments received by Performing Agency will be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VI. Term of Agreement:

This contract shall begin on May 10, 2021 and shall terminate on July 31, 2021 with an option to renew for an additional 60 days as mutually agreed.

VII. Termination:

Either party may, by providing written notice to the other party thirty (30) days in advance, terminate this Agreement in whole or in part at any time. Upon notice, Performing Agency shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to Receiving Agency all reports for and/or accumulated by Performing Agency in performing this Agreement, whether completed or in process. Upon termination of this Agreement, all equipment acquisitions purchased pursuant to this Agreement remain with and become the property of Performing Agency unless otherwise specified. Subject to Section IV of this Agreement, Performing Agency shall be reimbursed for services performed before termination date and reasonable costs associated with delivery requirements set forth above.

VIII. Confidentiality:

During the course of the work and/or services to be provided under this agreement, Receiving Agency and/or Performing Agency may come in contact with confidential information of the other. The Parties agree to treat as confidential the information or knowledge that becomes known to them during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the other party. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. The Parties shall promptly notify the other party of any misuse or unauthorized disclosure of the confidential information and upon expiration of this agreement shall return to the other party all confidential information in its possession or control.

IX. Access to Public Information:

Local Government Body is required to make any information created or exchanged with University pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to University. Local Government Body acknowledges that University may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

X. General Provisions:

This Agreement, as well as the rights of each of the parties, shall be governed by the laws respecting public institutions of higher education and local governmental agencies of the State of Texas.

To the extent authorized by the laws and constitution of the State of Texas, the Performing Party shall not be liable to the Receiving Party for any lost profits, special, incidental, consequential or punitive damages, whether for breach of any express or implied warranties or otherwise. In no event shall the Performing Party's liability for damages, caused or arising out of its failure to supply material or perform services in a proper or timely manner exceed the amount paid to the Performing Party under this agreement. Performing Party does not warrant that services shall be without defect, interruption, or suited for particular purposes. Receiving Party agrees to work cooperatively with the Performing Party to maintain services to the best of both parties' abilities.

In case any provision hereof be held illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

This Agreement constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of the Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.

DRAFT

Each person signing this Agreement on behalf of a party hereby confirms for the benefit of the other party to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

Any dispute between Performing Agency and Receiving Agency regarding this Agreement will be governed by Alternative Dispute Resolution for Use by Governmental Bodies, Chapter 2009, *Texas Government Code*, and any applicable Model Rules promulgated by the Office of the Attorney General and/or the State Office of Administrative Hearing of the State of Texas. Any notice of dispute tendered by Performing Agency should be addressed to the President of the Receiving Agency.

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, governmental authority, or any other circumstances ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Local Government Body agrees to use their best efforts to mitigate the impact of the occurrence so that University may continue to provide mission critical services during the Force Majeure Occurrence.

The undersigned contracting parties certify that (i) the services specified above are necessary and essential for activities that are properly within the statutory functions of the affected agencies of State Government; (ii) the proposed arrangements serve the interest of efficient and economical administration of State Government; and (iii) the services, supplies, or materials contracted for are not required by the laws of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder.

Receiving Agency

City of Nacogdoches

By: _____
(Authorized Signature)

Name: _____

Title: _____

Date: _____

Performing Agency

Stephen F. Austin State University

By: _____
(Authorized Signature)

Name: _____

Title: _____

Date: _____

**Discuss and provide
staff direction related to
an Interlocal Agreement
with SFA for COVID
Vaccination Support**

20% of >16
Population
Vaccinated

Continuing
through Summer

Public Outreach





12 Nursing Students

Nursing Faculty

2 Social Work Students

1 Spanish Student

PRESENTER: Keith Kiplinger, Fire Chief

ITEM/SUBJECT: Receive a report and hold a discussion regarding the fire station location study. (Fire Chief)

SUMMARY/BACKGROUND: Fire & Rescue will present the report completed by Mike Pietsch, PE regarding fire station locations. The engineering study cost \$18,000 and involved evaluating the current fire station locations, future needs and an evaluation of the effects on the Insurance Services Office Public Protection Classification (ISO-PPC). The ISO PPC is used by insurance companies to help determine rates for property and casualty insurance. Staff will provide an overview of the report and present options for Council to consider. If the Council wishes to move forward with all or some of the recommendations the next steps will involve identifying potential sites, seeking input from the community and working through timelines and cost estimates. The report from the engineer is attached as is a map created by City Staff to graphically describe the recommendations.

FINANCIAL:

No financial impact associated with this item at this time.

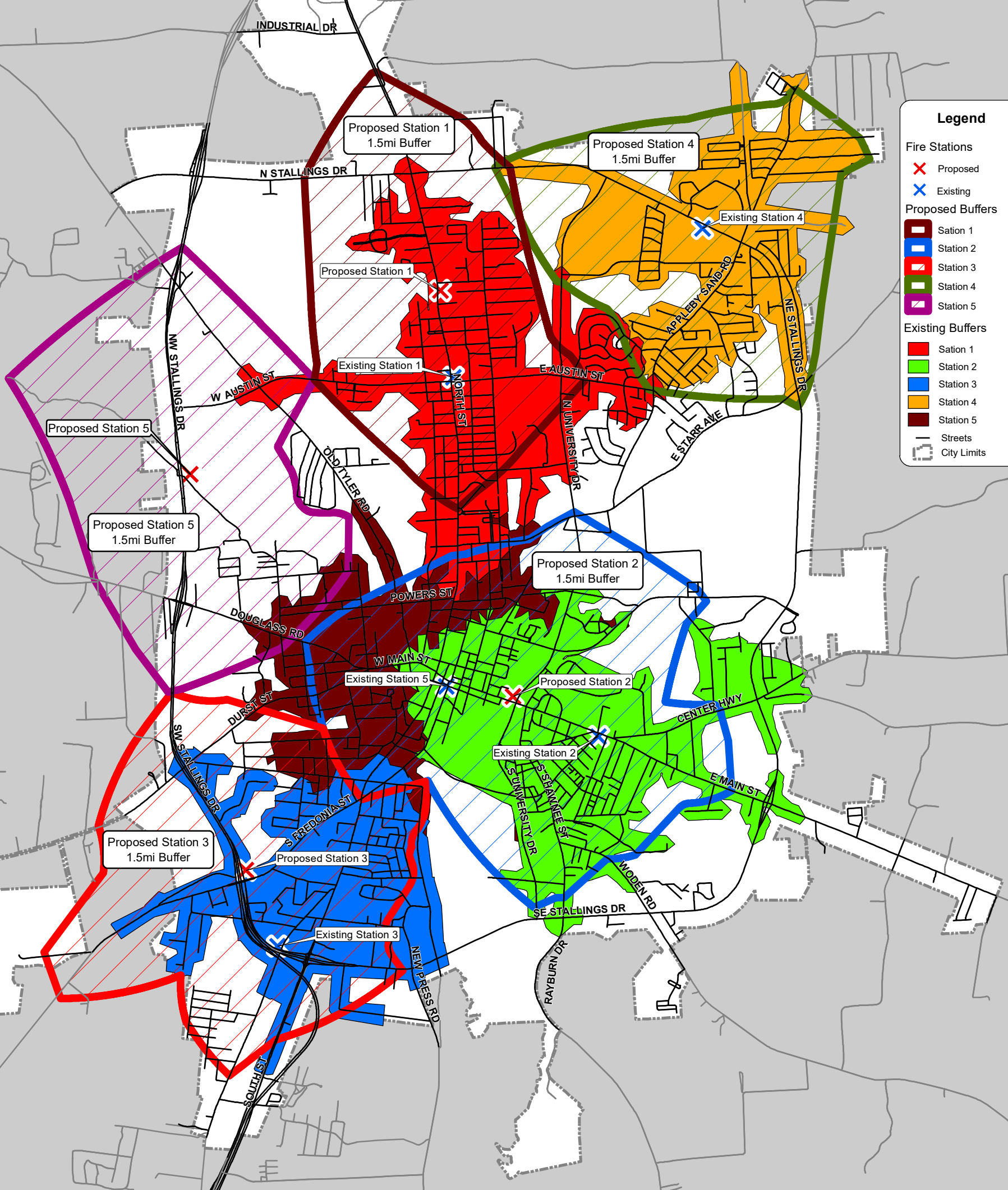
CITY CONTACT: Keith Kiplinger, Fire Chief
kiplingerk@nactx.us
936-559-2541

ATTACHMENTS:

1. FireStationStudy_Map4_11X17
2. Nacogdoches Fire Station Location Study 2021
3. Station Location Report ppt v2

Proposed 1.5 Mile Buffers and Existing 1.5 Mile Buffers

Nacogdoches, Texas



Legend

Fire Stations

- Proposed (Red X)
- Existing (Blue X)

Proposed Buffers

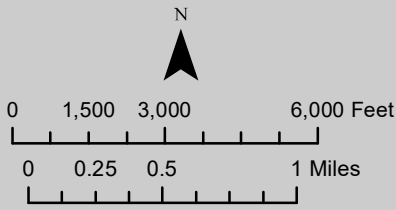
- Station 1 (Red)
- Station 2 (Green)
- Station 3 (Blue)
- Station 4 (Orange)
- Station 5 (Purple)

Existing Buffers

- Station 1 (Red)
- Station 2 (Green)
- Station 3 (Blue)
- Station 4 (Orange)
- Station 5 (Purple)

Streets

- Streets (Black line)
- City Limits (Dashed line)



Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Mike Pietsch, P.E. Consulting Services, Inc.

3101 S. Country Club Rd.

Garland, TX 75043-1311

972.271.3292 Phone

214.728.6507 Cell

972.840.6665 Fax

michaelpietsch@tx.rr.com

A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF NACOGDOCHES

Demonstrating a Master Fire Station Location Plan

December 21, 2020

Submitted by:

***W. Michael Pietsch, P.E.
Civil Engineer***

A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF NACOGDOCHES

Demonstrating a Master Fire Station Location Plan

Explanation of This Report

The single most critical item when addressing developed areas, or areas to be developed in the future, in any community is to ensure all built-upon areas are within 5-road miles of a fire station deploying an engine company and a 1000-foot hose lay distance of a creditable water supply (fire hydrants or alternative water supply). Developed areas outside a 5-road mile polygon of a fire station housing an engine company are assigned an ISO rating of 10 (no recognized fire protection) regardless of the water supply infrastructure. Currently several insurance companies are refusing to write or renew properties in class 10 areas. The property owners that do receive insurance coverage pay the maximum rate. An ISO rating of 10 could be a significant future issue for the City of Nacogdoches when the proposed U.S. Highway 69 project is complete. As new annexations occur, as the area adjacent and west of U.S. Highway 69 develops, the newly annexed areas could be outside the 5-road mile threshold of an existing Nacogdoches Fire Department Fire Station deploying an engine company.

A new ISO rating of 10W does exist; but it only applies to areas with a creditable, by ISO, water supply. A 10W rating extends the 5-road mile threshold to 7-road miles. The only advantage of a 10W is: It does allow the area to receive insurance coverage for those areas between 5-road miles and 7-road miles from a recognized (by ISO standards) fire station which are being denied insurance coverage. The insured with an ISO 10W rating pays the same rate as an insured with an ISO rating of 10.

The suggestions within this report should eliminate the possibility of an ISO class 10 rating for all built-upon areas within the current and future city limits of the City

Fire Station Location Study for the City of Nacogdoches

of Nacogdoches and dramatically improve first due response to all calls for emergency service. These suggestions would also allow the City of Nacogdoches to sustain the ISO rating of 2 and possibly improve the ISO rating to the coveted class 1.

This report will develop an accurate fire station location plan for the City of Nacogdoches. This study utilizes 1.5-mile response boundaries (approximates a 4-minute response time) for engine companies. This is the most accurate method of locating fire stations that exists today. Many communities use a computer program to perform this analysis. The computer program has several major flaws that were pointed out to me in July of 2019 by Mr. Larry Nierth (GIS Director for the City of Houston). The proper location of fire stations takes a human brain parlayed with the ability of a computer.

These 1.5-mile engine company response boundaries are the exact methodology utilized by Insurance Services Office (ISO) when a community is rated.

The strategic placement of existing and proposed fire stations is critical to the emergency response and ISO rating for the City of Nacogdoches. This report will address the immediate needs of the City of Nacogdoches, along with the short term future needs, based on the existing city limits as of December 9, 2020.

An additional fire station may be required when the built-upon road base outside 1.50-miles of an existing fire station is 50% of that within a 1.50-mile polygon of an average of the 5 existing fire stations. If a suitable location can be found that brings 50% or more of the built-upon road base within 1.50-miles of the location then an additional fire station housing an engine company is required.

Existing, or additional needed, ladder truck companies are not utilized to locate or relocate fire stations. However, this type of apparatus is critical to the emergency response capabilities of all fire departments and the community's ISO rating. Since this report will demonstrate the need for 2 ladder truck companies an explanation follows to explain the methodology used to make this determination.

An additional ladder truck company may be required when the road base (which is afforded fire hydrant protection) outside 2.50-road miles of an existing fire station is 50% of that within a 2.50-mile polygon of an average existing fire station deploying a ladder truck company. If a suitable location can be found that brings 50% or more of the road base (afforded fire hydrants) which is outside the 2.50-road mile polygon of an existing ladder truck company within 2.50-road miles of the location then an additional ladder truck company is required when the following is met: 1) There exist 5 or more buildings 3-story or greater in height, or 2) There exist 5 or more buildings with a 4000-gpm or greater fire demand (needed fire flow), or 3) There exist 5 or more buildings that are 32-feet in height from the ground to the lowest roof level, or 4) A combination of 1), 2),

Fire Station Location Study for the City of Nacogdoches

and 3) which equals or exceeds 5 buildings. If the 5 building count does not exist a heavy rescue is required; which is a fully equipped ladder truck minus the aerial device and the full complement of ground ladders. In most rapidly developing cities (such as the City of Nacogdoches) providing a heavy rescue truck company (which ISO required during their last survey – they refer to it as a ladder/service truck) in lieu of a second dedicated ladder truck is illogical.

The City of Nacogdoches should deploy 2 dedicated ladder truck companies based on the methodology used to develop this report. However, there is an immediate need to deploy the existing engine/ladder truck (commonly called a “Quint”) company as a dedicated ladder truck company. This requires a 2-company fire station deploying an engine company and a dedicated ladder truck company.

The suggestions developed from this report relate only to a fire station location study for the City of Nacogdoches. They are not for property loss prevention or life safety purposes and no life safety or property loss prevention suggestions are made.

Executive Summary

This report will demonstrate an immediate need to: 1) Relocate 2 fire stations (Fire Station #1 and Fire Station #3) and 2) Combine 2 fire stations (Fire Station #5 and Fire Station #2) based on the current city limits. Fire Station #4 should remain at its current location.

In the near future a fifth fire station (assuming Fire Station #2 and Fire Station #5 will be combined) will be required on the west side of the city. The suggested locations for the 2 fire stations which should be relocated, the combining of resources which currently exist in 2 fire stations into a single fire station, and the additional future fire station are within the body of this report. The apparatus and staffing required for all existing and proposed fire stations will be presented.

The City of Nacogdoches should easily sustain the city's current ISO rating of 2 and possibly improve this rating to a classification of 1, and sustain it well into the future, by relocating Fire Station #1 and Fire Station #3 parlayed with combining existing Fire Station #2 and existing Fire Station #5 into a single fire station. This assumes additional firefighters are provided to bring the existing level of staffing to a minimum of 15 on-duty at all times. Providing a second ladder truck company is the lowest priority within the set of suggestions presented.

When the fire station proposed on the west side of the city is in-service deploying an engine company an ISO rating of 1 should be easily attained.

Please consider that the proper location of fire stations is 250% times more important under the presently licensed, in Texas, updated ISO rating document (adopted in Texas on March 1, 2015) than the prior schedule (2003 ISO rating document). The City of Nacogdoches improved their ISO rating under the standards of the 2003 edition of the ISO rating document in 2011 from a 3 to a 2 with my assistance. In 2018 ISO used the 2011 data to update the City of Nacogdoches' ISO rating based on the new grading schedule being adopted by the TDI (Texas Department of Insurance). The rating remained a 2; however, the grading point total which developed the ISO rating of 2 was approximately 4.00 points less than in 2011. It was due to the change in weighting the updated ISO rating document assigns to the proper location of fire stations that caused the grading point total to decrease.

To sustain the ISO rating to a 2, and possibly improve the rating to coveted classification of 1, will require significant capital expenditures to erect additional fire stations and provide at least a level of 3 firefighters on-duty at all times, as a minimum, with each of the 5 in-service apparatus (4 engines and 1 dedicated ladder truck).

Analysis of the Data

1. To aid in developing a master plan for the City of Nacogdoches, based on the present city limits, 2 fire stations should be combined, 2 fire stations should be relocated, and 1 additional fire station should be provided on the west side of the city. The fire station locations listed below are presented in their order of priority. The optimum location for these stations are demonstrated below based on the methodology utilized to develop this report. Hopefully these locations will be in the general vicinity of the sites chosen by Chief Kiplinger and his staff. The locations are precise; however, if the priority order of the proposed fire station locations developed by this report differ from those chosen by Chief Kiplinger and his staff **always** defer to the Fire Chief and his staff. The priority order demonstrated below is based on the city limits as they existed on December 9, 2020; not as the city limits might exist several or many years from the writing of this report.

The sites chosen are based on the most accurate method of locating fire stations available today. I have performed fire location studies for over 500 communities from the size of the Cities of Houston and San Antonio to communities with a population less than 1,000. I recently completed this exact study for Sherman and Waxahachie. The method I utilize requires a human brain combined with the ability of the computer. The locations in their priority order are as follows:

1. Fire station #2 and Fire Station #5 should be combined into a single fire station in the vicinity of University and Main deploying an engine company. Combining these 2 existing fire stations into a single station deploying an engine company with a minimum of 3 firefighters on-duty would "Free Up" an existing engine company to be assigned to Fire Station #1. This would allow Fire Station #1 to deploy the engine/ladder ("Quint") truck company as a dedicated ladder truck company. Fire Station #1 would then become a 2 company house. This suggestion would eliminate the costs associated with a fire station which is not actually needed and improve the grading point total which establishes the ISO rating. A fire station in-service deploying a single engine company, which is not needed, costs a community, such as the City of Nacogdoches, approximately \$60,000,000 over the 50-year life span of a fire station as the value of a dollar exists in 2020.
2. Fire Station #1 should be relocated to the vicinity of Burrows and North deploying an engine company with 3 firefighters on-duty as a minimum and a dedicated ladder truck company with 3 firefighters

Fire Station Location Study for the City of Nacogdoches

on-duty as a minimum. Normally I do not recommend moving a fire station a distance this small; however this fire station is outdated and needs to be renovated to the extent a new station is a more viable option. If Fire Station #1 is to be rebuilt the Burrows and North site is preferred.

3. Proposed Fire Station #3 should be relocated to the vicinity of Fredonia and U.S. Highway 59 Bypass deploying an engine company with a minimum of 3 firefighters on-duty and a dedicated ladder truck company with 3 firefighters on-duty (this second ladder truck company is by far the lowest priority within this report). It is due to the new highway interchange now under construction that this report is suggesting a fire station relocation. Fire Station #3's current location will greatly increase response distances to the southern section of the city of Nacogdoches when the interchange construction is complete.
4. Erect a fifth fire station (assuming Fire Station #2 and Fire Station #5 are consolidated) in the vicinity of Gasaway and Highway 59 Bypass deploying an engine company with 3 firefighters on-duty as a minimum. I rarely recommend a fire station this proximate to a city limit boundary. However, when Highway 59/69 construction is complete through the City of Nacogdoches this area will develop to the extent additional land west of the current city limits most likely will be annexed by the City of Nacogdoches. The land for a future fifth fire station will be much less expensive today than when the highway construction is complete and development soon follows.

ISO will not disclose where additional fire stations should be located. But the locations suggested within this report are the locations ISO would have submitted if the ISO Field Representative had been allowed to convey this information.

Effect on the ISO rating for the City of Nacogdoches

At present the City of Nacogdoches is assigned an ISO rating of 2. The ISO rating of 2 for the City of Nacogdoches is based on the fire defense infrastructure (Structural Conditions {development}, Dispatch, Fire Department, Fire Marshal, and Water Supply) as it existed in 2018. The updated ISO rating schedule has eliminated the Building Codes/Enforcement section.

When viewing ISO's 2018 report ISO required 5 fire stations deploying 5 engine companies and 1 ladder truck company (this is an obvious mistake; 2 ladder truck companies should have been required in 2018). In addition to not requiring the correct number of ladder trucks; only one-half of a ladder truck should have been credited as in-service. ISO incorrectly credited a full ladder truck. The stand-alone engine/ladder ("Quint") truck deployed at Fire Station #1 should have been credited as an engine and one-half a ladder truck. This gave the City of Nacogdoches around 4 grading points which were not deserved. At present the City of Nacogdoches' ISO rating of 2 is just above the threshold grading point total of 80.00 required to sustain an ISO rating of 2. Without implementing several of the suggestions within this report it is very likely the ISO rating of 2 could regress to a 3 when ISO next visits.

Since March 15, 2015 (date the updated ISO rating document was adopted by the Texas Department of Insurance) having the majority of the built-upon area within 1.50-road miles of an engine company and 2.50-road miles of a dedicated ladder truck company is 250% more important than under the prior 2003 ISO rating document. Therefore, providing the fire stations deploying the apparatus and staffing suggested within this report is critical to sustaining or improving the ISO rating for the City of Nacogdoches.

With the consolidation of Fire Station #2 and Fire Station #5 into a single fire station deploying the apparatus suggested (the engine company from Fire Station #2 assigned to Fire Station #1 allowing the engine/ladder ("Quint") truck company to be deployed as a dedicated ladder truck company) within this report parlayed with the relocation of Fire Station #1 and Fire Station #3 a sustained ISO rating of 2 should be achieved when ISO next surveys.

Improved staffing levels will be the key to attaining an ISO rating of 1 once the fire station relocations and consolidation are in-service deploying the apparatus as suggested within this report.

Please be advised that within the ISO rate making process erecting additional fire stations deploying the required apparatus, without providing the additional staffing, does very little to improve the grading point total which establishes the ISO rating. Simply diluting present staffing levels for fire suppression when providing additional fire stations and apparatus not only does very little to improve or sustain an ISO rating, but of a far greater significance, it compromises

Fire Station Location Study for the City of Nacogdoches

the primary purpose of the Nacogdoches Fire Department; saving lives and property.

The updated ISO rating document requires that 6 firefighters per company be on-duty with each existing engine and required ladder truck. This level of staffing is needed at the fire site for optimum utilization of the apparatus and when the staffing level drops below 3 firefighters on-duty per company for each existing engine and required ladder truck the ability to utilize the apparatus effectively is seriously impaired.

I would deem this report incomplete unless I point out that only 1 fire department in Texas maintains 6 firefighters per company on-duty (paid staffing) with each of the first due apparatus. It is due to the creditable EMS staffing that this fire department meets ISO's standard for staffing. However, most communities the size of the City of Nacogdoches strive to maintain an assignment of 4 firefighters on-duty, with 3 firefighters as a minimum, with each of the existing companies.

EMS personnel receive the identical credit as an on-duty firefighter if the EMS personnel are fire certified and carry their bunker gear on their EMS unit. In addition 1 EMS unit must respond to all structural alarms of fire and the firefighters assigned to the EMS unit must take part in fire operations if needed. I am aware that the City of Nacogdoches utilizes a private ambulance service. This suggestion is presented to make the City of Nacogdoches aware of the increased ISO rate making credit if in the future the city provided this service in-house.

Drivers for Chief's vehicles receive the identical credit as an on-duty firefighter if the driver is fire certified and carries his/her bunker gear on the Chief's vehicle. Therefore, providing a driver for all Chief vehicles (if the Chief is on-duty 24/7) receives the identical credit as increasing the on-duty staffing for an engine or ladder truck.

Each additional paid firefighter on-duty 24/7 would **add 0.66 points** to the grading point total which establishes the ISO rating for the City of Nacogdoches.

At present, the City of Nacogdoches is assigned an ISO rating of 2; based on a survey and grading point total (84.73) dated January of 2018. Please remember the majority of data used in 2018 was actually developed in 2011.

If the ISO rating regressed from a 2 to a 3 the commercial property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their annual cost for insurance increase by a possible **2 percent** (effect of regressing the ISO rating from a 2 to a 3) and the residential property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their homeowners premium increase by a possible **8 percent** (effect of regressing the ISO rating from a 2 to a 3).

Fire Station Location Study for the City of Nacogdoches

If the ISO rating improved from a 2 to a 1 the commercial property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their annual cost for insurance reduced by a possible **2 percent** (effect of improving the ISO rating from a 2 to a 1) and the residential property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their homeowners premium reduced by a possible **1 percent** (effect of improving the ISO rating from a 2 to a 1).

In my 18+ years as a consultant 63 communities have achieve an ISO rating of 1 utilizing my firm. When I retired from ISO in September of 2002 there existed only 2 communities in Texas with an ISO rating of 1 and an ISO rating of 1 did not exist in New Mexico. With my assistance 61 communities in Texas and 2 communities in New Mexico achieve the coveted ISO rating of 1.

With economic development as the driving force behind attaining an ISO class 1 rating these communities (some of which are smaller in population and size than the City of Nacogdoches) have funded the necessary projects to achieve or sustain the coveted ISO rating of 1.

Conclusion

As budget constraints allow, implement the suggestions within this report which will improve emergency response and sustain or improve the current ISO rating well into the future.

I have assisted over 500 communities with a fire station location plan, such as this one for the City of Nacogdoches, as a consultant over the last 18+ years. Communities such as Nacogdoches, which are on the verge of a tremendous amount of expansion, have a unique opportunity to get their existing base of fire stations properly located. The city can then erect additional fire stations when future growth occurs without having older outdated fire stations in an unsuitable location; which results in a fire station which is not needed.

Many communities have used “Free Land” to build their fire stations without taking into consideration whether the location is accurate. Considering the value of a dollar in 2020 a fire station which is not required due to poor planning, or the utilization of “Free Land”, costs the community 50 to 60 million dollars over the 50-year life span of that fire station. A fire station poorly located due to a parcel of land being donated, or already owned by the community, is far from “Free” if it necessitates an additional fire station, apparatus, and staffing which is not essential.

The plan outlined within this report will set the base of fire stations in the City of Nacogdoches and will insure as the community grows and prospers well into the future additional fire stations can be erected without fire stations being in-service which are not required.

I would very much like to thank Fire Chief Keith Kiplinger, his Staff, and GIS Coordinators – Mr. Steve Bartlett and Mr. Tred Riggs for the excellent cooperation afforded me during my recent survey. Without their support and continued cooperation during and after my field evaluation the accuracy and timeliness of this report would be seriously compromised.

Sincerely,

W. Michael Pietsch, P.E.
Civil Engineer



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A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF NACOGDOCHES

Demonstrating a Master Fire Station Location Plan

December 21, 2020

Submitted by:

***W. Michael Pietsch, P.E.
Civil Engineer***

A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF NACOGDOCHES

Demonstrating a Master Fire Station Location Plan

Explanation of This Report

The single most critical item when addressing developed areas, or areas to be developed in the future, in any community is to ensure all built-upon areas are within 5-road miles of a fire station deploying an engine company and a 1000-foot hose lay distance of a creditable water supply (fire hydrants or alternative water supply). Developed areas outside a 5-road mile polygon of a fire station housing an engine company are assigned an ISO rating of 10 (no recognized fire protection) regardless of the water supply infrastructure. Currently several insurance companies are refusing to write or renew properties in class 10 areas. The property owners that do receive insurance coverage pay the maximum rate. An ISO rating of 10 could be a significant future issue for the City of Nacogdoches when the proposed U.S. Highway 69 project is complete. As new annexations occur, as the area adjacent and west of U.S. Highway 69 develops, the newly annexed areas could be outside the 5-road mile threshold of an existing Nacogdoches Fire Department Fire Station deploying an engine company.

A new ISO rating of 10W does exist; but it only applies to areas with a creditable, by ISO, water supply. A 10W rating extends the 5-road mile threshold to 7-road miles. The only advantage of a 10W is: It does allow the area to receive insurance coverage for those areas between 5-road miles and 7-road miles from a recognized (by ISO standards) fire station which are being denied insurance coverage. The insured with an ISO 10W rating pays the same rate as an insured with an ISO rating of 10.

The suggestions within this report should eliminate the possibility of an ISO class 10 rating for all built-upon areas within the current and future city limits of the City

Fire Station Location Study for the City of Nacogdoches

of Nacogdoches and dramatically improve first due response to all calls for emergency service. These suggestions would also allow the City of Nacogdoches to sustain the ISO rating of 2 and possibly improve the ISO rating to the coveted class 1.

This report will develop an accurate fire station location plan for the City of Nacogdoches. This study utilizes 1.5-mile response boundaries (approximates a 4-minute response time) for engine companies. This is the most accurate method of locating fire stations that exists today. Many communities use a computer program to perform this analysis. The computer program has several major flaws that were pointed out to me in July of 2019 by Mr. Larry Nierth (GIS Director for the City of Houston). The proper location of fire stations takes a human brain parlayed with the ability of a computer.

These 1.5-mile engine company response boundaries are the exact methodology utilized by Insurance Services Office (ISO) when a community is rated.

The strategic placement of existing and proposed fire stations is critical to the emergency response and ISO rating for the City of Nacogdoches. This report will address the immediate needs of the City of Nacogdoches, along with the short term future needs, based on the existing city limits as of December 9, 2020.

An additional fire station may be required when the built-upon road base outside 1.50-miles of an existing fire station is 50% of that within a 1.50-mile polygon of an average of the 5 existing fire stations. If a suitable location can be found that brings 50% or more of the built-upon road base within 1.50-miles of the location then an additional fire station housing an engine company is required.

Existing, or additional needed, ladder truck companies are not utilized to locate or relocate fire stations. However, this type of apparatus is critical to the emergency response capabilities of all fire departments and the community's ISO rating. Since this report will demonstrate the need for 2 ladder truck companies an explanation follows to explain the methodology used to make this determination.

An additional ladder truck company may be required when the road base (which is afforded fire hydrant protection) outside 2.50-road miles of an existing fire station is 50% of that within a 2.50-mile polygon of an average existing fire station deploying a ladder truck company. If a suitable location can be found that brings 50% or more of the road base (afforded fire hydrants) which is outside the 2.50-road mile polygon of an existing ladder truck company within 2.50-road miles of the location then an additional ladder truck company is required when the following is met: 1) There exist 5 or more buildings 3-story or greater in height, or 2) There exist 5 or more buildings with a 4000-gpm or greater fire demand (needed fire flow), or 3) There exist 5 or more buildings that are 32-feet in height from the ground to the lowest roof level, or 4) A combination of 1), 2),

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and 3) which equals or exceeds 5 buildings. If the 5 building count does not exist a heavy rescue is required; which is a fully equipped ladder truck minus the aerial device and the full complement of ground ladders. In most rapidly developing cities (such as the City of Nacogdoches) providing a heavy rescue truck company (which ISO required during their last survey – they refer to it as a ladder/service truck) in lieu of a second dedicated ladder truck is illogical.

The City of Nacogdoches should deploy 2 dedicated ladder truck companies based on the methodology used to develop this report. However, there is an immediate need to deploy the existing engine/ladder truck (commonly called a “Quint”) company as a dedicated ladder truck company. This requires a 2-company fire station deploying an engine company and a dedicated ladder truck company.

The suggestions developed from this report relate only to a fire station location study for the City of Nacogdoches. They are not for property loss prevention or life safety purposes and no life safety or property loss prevention suggestions are made.

Executive Summary

This report will demonstrate an immediate need to: 1) Relocate 2 fire stations (Fire Station #1 and Fire Station #3) and 2) Combine 2 fire stations (Fire Station #5 and Fire Station #2) based on the current city limits. Fire Station #4 should remain at its current location.

In the near future a fifth fire station (assuming Fire Station #2 and Fire Station #5 will be combined) will be required on the west side of the city. The suggested locations for the 2 fire stations which should be relocated, the combining of resources which currently exist in 2 fire stations into a single fire station, and the additional future fire station and are within the body of this report. The apparatus and staffing required for all existing and proposed fire stations will be presented.

The City of Nacogdoches should easily sustain the city's current ISO rating of 2 and possibly improve this rating to a classification of 1, and sustain it well into the future, by relocating Fire Station #1 and Fire Station #3 parlayed with combining existing Fire Station #2 and existing Fire Station #5 into a single fire station. This assumes additional firefighters are provided to bring the existing level of staffing to a minimum of 15 on-duty at all times. Providing a second ladder truck company is the lowest priority within the set of suggestions presented.

When the fire station proposed on the west side of the city is in-service deploying an engine company an ISO rating of 1 should be easily attained.

Please consider that the proper location of fire stations is 250% times more important under the presently licensed, in Texas, updated ISO rating document (adopted in Texas on March 1, 2015) than the prior schedule (2003 ISO rating document). The City of Nacogdoches improved their ISO rating under the standards of the 2003 edition of the ISO rating document in 2011 from a 3 to a 2 with my assistance. In 2018 ISO used the 2011 data to update the City of Nacogdoches' ISO rating based on the new grading schedule being adopted by the TDI (Texas Department of Insurance). The rating remained a 2; however, the grading point total which developed the ISO rating of 2 was approximately 4.00 points less than in 2011. It was due to the change in weighting the updated ISO rating document assigns to the proper location of fire stations that caused the grading point total to decrease.

To sustain the ISO rating to a 2, and possibly improve the rating to coveted classification of 1, will require significant capital expenditures to erect additional fire stations and provide at least a level of 3 firefighters on-duty at all times, as a minimum, with each of the 5 in-service apparatus (4 engines and 1 dedicated ladder truck).

Analysis of the Data

1. To aid in developing a master plan for the City of Nacogdoches, based on the present city limits, 2 fire stations should be combined, 2 fire stations should be relocated, and 1 additional fire station should be provided on the west side of the city. The fire station locations listed below are presented in their order of priority. The optimum location for these stations are demonstrated below based on the methodology utilized to develop this report. Hopefully these locations will be in the general vicinity of the sites chosen by Chief Kiplinger and his staff. The locations are precise; however, if the priority order of the proposed fire station locations developed by this report differ from those chosen by Chief Kiplinger and his staff **always** defer to the Fire Chief and his staff. The priority order demonstrated below is based on the city limits as they existed on December 9, 2020; not as the city limits might exist several or many years from the writing of this report.

The sites chosen are based on the most accurate method of locating fire stations available today. I have performed fire location studies for over 500 communities from the size of the Cities of Houston and San Antonio to communities with a population less than 1,000. I recently completed this exact study for Sherman and Waxahachie. The method I utilize requires a human brain combined with the ability of the computer. The locations in their priority order are as follows:

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Fire Station Location Study for the City of Nacogdoches

on-duty as a minimum. Normally I do not recommend moving a fire station a distance this small; however this fire station is outdated and needs to be renovated to the extent a new station is a more viable option. If Fire Station #1 is to be rebuilt the Burrows and North site is preferred.

3. Proposed Fire Station #3 should be relocated to the vicinity of Fredonia and U.S. Highway 59 Bypass deploying an engine company with a minimum of 3 firefighters on-duty and a dedicated ladder truck company with 3 firefighters on-duty (this second ladder truck company is by far the lowest priority within this report). It is due to the new highway interchange now under construction that this report is suggesting a fire station relocation. Fire Station #3's current location will greatly increase response distances to the southern section of the city of Nacogdoches when the interchange construction is complete.
4. Erect a fifth fire station (assuming Fire Station #2 and Fire Station #5 are consolidated) in the vicinity of Gasaway and Highway 59 Bypass deploying an engine company with 3 firefighters on-duty as a minimum. I rarely recommend a fire station this proximate to a city limit boundary. However, when Highway 59/69 construction is complete through the City of Nacogdoches this area will develop to the extent additional land west of the current city limits most likely will be annexed by the City of Nacogdoches. The land for a future fifth fire station will be much less expensive today than when the highway construction is complete and development soon follows.

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With the consolidation of Fire Station #2 and Fire Station #5 into a single fire station deploying the apparatus suggested (the engine company from Fire Station #2 assigned to Fire Station #1 allowing the engine/ladder ("Quint") truck company to be deployed as a dedicated ladder truck company) within this report parlayed with the relocation of Fire Station #1 and Fire Station #3 a sustained ISO rating of 2 should be achieved when ISO next surveys.

Improved staffing levels will be the key to attaining an ISO rating of 1 once the fire station relocations and consolidation are in-service deploying the apparatus as suggested within this report.

Please be advised that within the ISO rate making process erecting additional fire stations deploying the required apparatus, without providing the additional staffing, does very little to improve the grading point total which establishes the ISO rating. Simply diluting present staffing levels for fire suppression when providing additional fire stations and apparatus not only does very little to improve or sustain an ISO rating, but of a far greater significance, it compromises

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Fire Station Location Study for the City of Nacogdoches

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With economic development as the driving force behind attaining an ISO class 1 rating these communities (some of which are smaller in population and size than the City of Nacogdoches) have funded the necessary projects to achieve or sustain the coveted ISO rating of 1.

Conclusion

As budget constraints allow, implement the suggestions within this report which will improve emergency response and sustain or improve the current ISO rating well into the future.

I have assisted over 500 communities with a fire station location plan, such as this one for the City of Nacogdoches, as a consultant over the last 18+ years. Communities such as Nacogdoches, which are on the verge of a tremendous amount of expansion, have a unique opportunity to get their existing base of fire stations properly located. The city can then erect additional fire stations when future growth occurs without having older outdated fire stations in an unsuitable location; which results in a fire station which is not needed.

Many communities have used “Free Land” to build their fire stations without taking into consideration whether the location is accurate. Considering the value of a dollar in 2020 a fire station which is not required due to poor planning, or the utilization of “Free Land”, costs the community 50 to 60 million dollars over the 50-year life span of that fire station. A fire station poorly located due to a parcel of land being donated, or already owned by the community, is far from “Free” if it necessitates an additional fire station, apparatus, and staffing which is not essential.

The plan outlined within this report will set the base of fire stations in the City of Nacogdoches and will insure as the community grows and prospers well into the future additional fire stations can be erected without fire stations being in-service which are not required.

I would very much like to thank Fire Chief Keith Kiplinger, his Staff, and GIS Coordinators – Mr. Steve Bartlett and Mr. Tred Riggs for the excellent cooperation afforded me during my recent survey. Without their support and continued cooperation during and after my field evaluation the accuracy and timeliness of this report would be seriously compromised.

Sincerely,

W. Michael Pietsch, P.E.
Civil Engineer



*Assisting Communities
With Their ISO Rating*

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A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF NACOGDOCHES

Demonstrating a Master Fire Station Location Plan

December 21, 2020

Submitted by:

***W. Michael Pietsch, P.E.
Civil Engineer***

A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF NACOGDOCHES

Demonstrating a Master Fire Station Location Plan

Explanation of This Report

The single most critical item when addressing developed areas, or areas to be developed in the future, in any community is to ensure all built-upon areas are within 5-road miles of a fire station deploying an engine company and a 1000-foot hose lay distance of a creditable water supply (fire hydrants or alternative water supply). Developed areas outside a 5-road mile polygon of a fire station housing an engine company are assigned an ISO rating of 10 (no recognized fire protection) regardless of the water supply infrastructure. Currently several insurance companies are refusing to write or renew properties in class 10 areas. The property owners that do receive insurance coverage pay the maximum rate. An ISO rating of 10 could be a significant future issue for the City of Nacogdoches when the proposed U.S. Highway 69 project is complete. As new annexations occur, as the area adjacent and west of U.S. Highway 69 develops, the newly annexed areas could be outside the 5-road mile threshold of an existing Nacogdoches Fire Department Fire Station deploying an engine company.

A new ISO rating of 10W does exist; but it only applies to areas with a creditable, by ISO, water supply. A 10W rating extends the 5-road mile threshold to 7-road miles. The only advantage of a 10W is: It does allow the area to receive insurance coverage for those areas between 5-road miles and 7-road miles from a recognized (by ISO standards) fire station which are being denied insurance coverage. The insured with an ISO 10W rating pays the same rate as an insured with an ISO rating of 10.

The suggestions within this report should eliminate the possibility of an ISO class 10 rating for all built-upon areas within the current and future city limits of the City

Fire Station Location Study for the City of Nacogdoches

of Nacogdoches and dramatically improve first due response to all calls for emergency service. These suggestions would also allow the City of Nacogdoches to sustain the ISO rating of 2 and possibly improve the ISO rating to the coveted class 1.

This report will develop an accurate fire station location plan for the City of Nacogdoches. This study utilizes 1.5-mile response boundaries (approximates a 4-minute response time) for engine companies. This is the most accurate method of locating fire stations that exists today. Many communities use a computer program to perform this analysis. The computer program has several major flaws that were pointed out to me in July of 2019 by Mr. Larry Nierth (GIS Director for the City of Houston). The proper location of fire stations takes a human brain parlayed with the ability of a computer.

These 1.5-mile engine company response boundaries are the exact methodology utilized by Insurance Services Office (ISO) when a community is rated.

The strategic placement of existing and proposed fire stations is critical to the emergency response and ISO rating for the City of Nacogdoches. This report will address the immediate needs of the City of Nacogdoches, along with the short term future needs, based on the existing city limits as of December 9, 2020.

An additional fire station may be required when the built-upon road base outside 1.50-miles of an existing fire station is 50% of that within a 1.50-mile polygon of an average of the 5 existing fire stations. If a suitable location can be found that brings 50% or more of the built-upon road base within 1.50-miles of the location then an additional fire station housing an engine company is required.

Existing, or additional needed, ladder truck companies are not utilized to locate or relocate fire stations. However, this type of apparatus is critical to the emergency response capabilities of all fire departments and the community's ISO rating. Since this report will demonstrate the need for 2 ladder truck companies an explanation follows to explain the methodology used to make this determination.

An additional ladder truck company may be required when the road base (which is afforded fire hydrant protection) outside 2.50-road miles of an existing fire station is 50% of that within a 2.50-mile polygon of an average existing fire station deploying a ladder truck company. If a suitable location can be found that brings 50% or more of the road base (afforded fire hydrants) which is outside the 2.50-road mile polygon of an existing ladder truck company within 2.50-road miles of the location then an additional ladder truck company is required when the following is met: 1) There exist 5 or more buildings 3-story or greater in height, or 2) There exist 5 or more buildings with a 4000-gpm or greater fire demand (needed fire flow), or 3) There exist 5 or more buildings that are 32-feet in height from the ground to the lowest roof level, or 4) A combination of 1), 2),

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and 3) which equals or exceeds 5 buildings. If the 5 building count does not exist a heavy rescue is required; which is a fully equipped ladder truck minus the aerial device and the full complement of ground ladders. In most rapidly developing cities (such as the City of Nacogdoches) providing a heavy rescue truck company (which ISO required during their last survey – they refer to it as a ladder/service truck) in lieu of a second dedicated ladder truck is illogical.

The City of Nacogdoches should deploy 2 dedicated ladder truck companies based on the methodology used to develop this report. However, there is an immediate need to deploy the existing engine/ladder truck (commonly called a “Quint”) company as a dedicated ladder truck company. This requires a 2-company fire station deploying an engine company and a dedicated ladder truck company.

The suggestions developed from this report relate only to a fire station location study for the City of Nacogdoches. They are not for property loss prevention or life safety purposes and no life safety or property loss prevention suggestions are made.

Executive Summary

This report will demonstrate an immediate need to: 1) Relocate 2 fire stations (Fire Station #1 and Fire Station #3) and 2) Combine 2 fire stations (Fire Station #5 and Fire Station #2) based on the current city limits. Fire Station #4 should remain at its current location.

In the near future a fifth fire station (assuming Fire Station #2 and Fire Station #5 will be combined) will be required on the west side of the city. The suggested locations for the 2 fire stations which should be relocated, the combining of resources which currently exist in 2 fire stations into a single fire station, and the additional future fire station and are within the body of this report. The apparatus and staffing required for all existing and proposed fire stations will be presented.

The City of Nacogdoches should easily sustain the city's current ISO rating of 2 and possibly improve this rating to a classification of 1, and sustain it well into the future, by relocating Fire Station #1 and Fire Station #3 parlayed with combining existing Fire Station #2 and existing Fire Station #5 into a single fire station. This assumes additional firefighters are provided to bring the existing level of staffing to a minimum of 15 on-duty at all times. Providing a second ladder truck company is the lowest priority within the set of suggestions presented.

When the fire station proposed on the west side of the city is in-service deploying an engine company an ISO rating of 1 should be easily attained.

Please consider that the proper location of fire stations is 250% times more important under the presently licensed, in Texas, updated ISO rating document (adopted in Texas on March 1, 2015) than the prior schedule (2003 ISO rating document). The City of Nacogdoches improved their ISO rating under the standards of the 2003 edition of the ISO rating document in 2011 from a 3 to a 2 with my assistance. In 2018 ISO used the 2011 data to update the City of Nacogdoches' ISO rating based on the new grading schedule being adopted by the TDI (Texas Department of Insurance). The rating remained a 2; however, the grading point total which developed the ISO rating of 2 was approximately 4.00 points less than in 2011. It was due to the change in weighting the updated ISO rating document assigns to the proper location of fire stations that caused the grading point total to decrease.

To sustain the ISO rating to a 2, and possibly improve the rating to coveted classification of 1, will require significant capital expenditures to erect additional fire stations and provide at least a level of 3 firefighters on-duty at all times, as a minimum, with each of the 5 in-service apparatus (4 engines and 1 dedicated ladder truck).

Analysis of the Data

1. To aid in developing a master plan for the City of Nacogdoches, based on the present city limits, 2 fire stations should be combined, 2 fire stations should be relocated, and 1 additional fire station should be provided on the west side of the city. The fire station locations listed below are presented in their order of priority. The optimum location for these stations are demonstrated below based on the methodology utilized to develop this report. Hopefully these locations will be in the general vicinity of the sites chosen by Chief Kiplinger and his staff. The locations are precise; however, if the priority order of the proposed fire station locations developed by this report differ from those chosen by Chief Kiplinger and his staff **always** defer to the Fire Chief and his staff. The priority order demonstrated below is based on the city limits as they existed on December 9, 2020; not as the city limits might exist several or many years from the writing of this report.

The sites chosen are based on the most accurate method of locating fire stations available today. I have performed fire location studies for over 500 communities from the size of the Cities of Houston and San Antonio to communities with a population less than 1,000. I recently completed this exact study for Sherman and Waxahachie. The method I utilize requires a human brain combined with the ability of the computer. The locations in their priority order are as follows:

1. Fire station #2 and Fire Station #5 should be combined into a single fire station in the vicinity of University and Main deploying an engine company. Combining these 2 existing fire stations into a single station deploying an engine company with a minimum of 3 firefighters on-duty would "Free Up" an existing engine company to be assigned to Fire Station #1. This would allow Fire Station #1 to deploy the engine/ladder ("Quint") truck company as a dedicated ladder truck company. Fire Station #1 would then become a 2 company house. This suggestion would eliminate the costs associated with a fire station which is not actually needed and improve the grading point total which establishes the ISO rating. A fire station in-service deploying a single engine company, which is not needed, costs a community, such as the City of Nacogdoches, approximately \$60,000,000 over the 50-year life span of a fire station as the value of a dollar exists in 2020.
2. Fire Station #1 should be relocated to the vicinity of Burrows and North deploying an engine company with 3 firefighters on-duty as a minimum and a dedicated ladder truck company with 3 firefighters

Fire Station Location Study for the City of Nacogdoches

on-duty as a minimum. Normally I do not recommend moving a fire station a distance this small; however this fire station is outdated and needs to be renovated to the extent a new station is a more viable option. If Fire Station #1 is to be rebuilt the Burrows and North site is preferred.

3. Proposed Fire Station #3 should be relocated to the vicinity of Fredonia and U.S. Highway 59 Bypass deploying an engine company with a minimum of 3 firefighters on-duty and a dedicated ladder truck company with 3 firefighters on-duty (this second ladder truck company is by far the lowest priority within this report). It is due to the new highway interchange now under construction that this report is suggesting a fire station relocation. Fire Station #3's current location will greatly increase response distances to the southern section of the city of Nacogdoches when the interchange construction is complete.
4. Erect a fifth fire station (assuming Fire Station #2 and Fire Station #5 are consolidated) in the vicinity of Gasaway and Highway 59 Bypass deploying an engine company with 3 firefighters on-duty as a minimum. I rarely recommend a fire station this proximate to a city limit boundary. However, when Highway 59/69 construction is complete through the City of Nacogdoches this area will develop to the extent additional land west of the current city limits most likely will be annexed by the City of Nacogdoches. The land for a future fifth fire station will be much less expensive today than when the highway construction is complete and development soon follows.

ISO will not disclose where additional fire stations should be located. But the locations suggested within this report are the locations ISO would have submitted if the ISO Field Representative had been allowed to convey this information.

Effect on the ISO rating for the City of Nacogdoches

At present the City of Nacogdoches is assigned an ISO rating of 2. The ISO rating of 2 for the City of Nacogdoches is based on the fire defense infrastructure (Structural Conditions {development}, Dispatch, Fire Department, Fire Marshal, and Water Supply) as it existed in 2018. The updated ISO rating schedule has eliminated the Building Codes/Enforcement section.

When viewing ISO's 2018 report ISO required 5 fire stations deploying 5 engine companies and 1 ladder truck company (this is an obvious mistake; 2 ladder truck companies should have been required in 2018). In addition to not requiring the correct number of ladder trucks; only one-half of a ladder truck should have been credited as in-service. ISO incorrectly credited a full ladder truck. The stand-alone engine/ladder ("Quint") truck deployed at Fire Station #1 should have been credited as an engine and one-half a ladder truck. This gave the City of Nacogdoches around 4 grading points which were not deserved. At present the City of Nacogdoches' ISO rating of 2 is just above the threshold grading point total of 80.00 required to sustain an ISO rating of 2. Without implementing several of the suggestions within this report it is very likely the ISO rating of 2 could regress to a 3 when ISO next visits.

Since March 15, 2015 (date the updated ISO rating document was adopted by the Texas Department of Insurance) having the majority of the built-upon area within 1.50-road miles of an engine company and 2.50-road miles of a dedicated ladder truck company is 250% more important than under the prior 2003 ISO rating document. Therefore, providing the fire stations deploying the apparatus and staffing suggested within this report is critical to sustaining or improving the ISO rating for the City of Nacogdoches.

With the consolidation of Fire Station #2 and Fire Station #5 into a single fire station deploying the apparatus suggested (the engine company from Fire Station #2 assigned to Fire Station #1 allowing the engine/ladder ("Quint") truck company to be deployed as a dedicated ladder truck company) within this report parlayed with the relocation of Fire Station #1 and Fire Station #3 a sustained ISO rating of 2 should be achieved when ISO next surveys.

Improved staffing levels will be the key to attaining an ISO rating of 1 once the fire station relocations and consolidation are in-service deploying the apparatus as suggested within this report.

Please be advised that within the ISO rate making process erecting additional fire stations deploying the required apparatus, without providing the additional staffing, does very little to improve the grading point total which establishes the ISO rating. Simply diluting present staffing levels for fire suppression when providing additional fire stations and apparatus not only does very little to improve or sustain an ISO rating, but of a far greater significance, it compromises

Fire Station Location Study for the City of Nacogdoches

the primary purpose of the Nacogdoches Fire Department; saving lives and property.

The updated ISO rating document requires that 6 firefighters per company be on-duty with each existing engine and required ladder truck. This level of staffing is needed at the fire site for optimum utilization of the apparatus and when the staffing level drops below 3 firefighters on-duty per company for each existing engine and required ladder truck the ability to utilize the apparatus effectively is seriously impaired.

I would deem this report incomplete unless I point out that only 1 fire department in Texas maintains 6 firefighters per company on-duty (paid staffing) with each of the first due apparatus. It is due to the creditable EMS staffing that this fire department meets ISO's standard for staffing. However, most communities the size of the City of Nacogdoches strive to maintain an assignment of 4 firefighters on-duty, with 3 firefighters as a minimum, with each of the existing companies.

EMS personnel receive the identical credit as an on-duty firefighter if the EMS personnel are fire certified and carry their bunker gear on their EMS unit. In addition 1 EMS unit must respond to all structural alarms of fire and the firefighters assigned to the EMS unit must take part in fire operations if needed. I am aware that the City of Nacogdoches utilizes a private ambulance service. This suggestion is presented to make the City of Nacogdoches aware of the increased ISO rate making credit if in the future the city provided this service in-house.

Drivers for Chief's vehicles receive the identical credit as an on-duty firefighter if the driver is fire certified and carries his/her bunker gear on the Chief's vehicle. Therefore, providing a driver for all Chief vehicles (if the Chief is on-duty 24/7) receives the identical credit as increasing the on-duty staffing for an engine or ladder truck.

Each additional paid firefighter on-duty 24/7 would **add 0.66 points** to the grading point total which establishes the ISO rating for the City of Nacogdoches.

At present, the City of Nacogdoches is assigned an ISO rating of 2; based on a survey and grading point total (84.73) dated January of 2018. Please remember the majority of data used in 2018 was actually developed in 2011.

If the ISO rating regressed from a 2 to a 3 the commercial property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their annual cost for insurance increase by a possible **2 percent** (effect of regressing the ISO rating from a 2 to a 3) and the residential property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their homeowners premium increase by a possible **8 percent** (effect of regressing the ISO rating from a 2 to a 3).

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If the ISO rating improved from a 2 to a 1 the commercial property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their annual cost for insurance reduced by a possible **2 percent** (effect of improving the ISO rating from a 2 to a 1) and the residential property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their homeowners premium reduced by a possible **1 percent** (effect of improving the ISO rating from a 2 to a 1).

In my 18+ years as a consultant 63 communities have achieve an ISO rating of 1 utilizing my firm. When I retired from ISO in September of 2002 there existed only 2 communities in Texas with an ISO rating of 1 and an ISO rating of 1 did not exist in New Mexico. With my assistance 61 communities in Texas and 2 communities in New Mexico achieve the coveted ISO rating of 1.

With economic development as the driving force behind attaining an ISO class 1 rating these communities (some of which are smaller in population and size than the City of Nacogdoches) have funded the necessary projects to achieve or sustain the coveted ISO rating of 1.

Conclusion

As budget constraints allow, implement the suggestions within this report which will improve emergency response and sustain or improve the current ISO rating well into the future.

I have assisted over 500 communities with a fire station location plan, such as this one for the City of Nacogdoches, as a consultant over the last 18+ years. Communities such as Nacogdoches, which are on the verge of a tremendous amount of expansion, have a unique opportunity to get their existing base of fire stations properly located. The city can then erect additional fire stations when future growth occurs without having older outdated fire stations in an unsuitable location; which results in a fire station which is not needed.

Many communities have used “Free Land” to build their fire stations without taking into consideration whether the location is accurate. Considering the value of a dollar in 2020 a fire station which is not required due to poor planning, or the utilization of “Free Land”, costs the community 50 to 60 million dollars over the 50-year life span of that fire station. A fire station poorly located due to a parcel of land being donated, or already owned by the community, is far from “Free” if it necessitates an additional fire station, apparatus, and staffing which is not essential.

The plan outlined within this report will set the base of fire stations in the City of Nacogdoches and will insure as the community grows and prospers well into the future additional fire stations can be erected without fire stations being in-service which are not required.

I would very much like to thank Fire Chief Keith Kiplinger, his Staff, and GIS Coordinators – Mr. Steve Bartlett and Mr. Tred Riggs for the excellent cooperation afforded me during my recent survey. Without their support and continued cooperation during and after my field evaluation the accuracy and timeliness of this report would be seriously compromised.

Sincerely,

W. Michael Pietsch, P.E.
Civil Engineer



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To

THE CITY OF NACOGDOCHES

Demonstrating a Master Fire Station Location Plan

December 21, 2020

Submitted by:

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Explanation of This Report

The single most critical item when addressing developed areas, or areas to be developed in the future, in any community is to ensure all built-upon areas are within 5-road miles of a fire station deploying an engine company and a 1000-foot hose lay distance of a creditable water supply (fire hydrants or alternative water supply). Developed areas outside a 5-road mile polygon of a fire station housing an engine company are assigned an ISO rating of 10 (no recognized fire protection) regardless of the water supply infrastructure. Currently several insurance companies are refusing to write or renew properties in class 10 areas. The property owners that do receive insurance coverage pay the maximum rate. An ISO rating of 10 could be a significant future issue for the City of Nacogdoches when the proposed U.S. Highway 69 project is complete. As new annexations occur, as the area adjacent and west of U.S. Highway 69 develops, the newly annexed areas could be outside the 5-road mile threshold of an existing Nacogdoches Fire Department Fire Station deploying an engine company.

A new ISO rating of 10W does exist; but it only applies to areas with a creditable, by ISO, water supply. A 10W rating extends the 5-road mile threshold to 7-road miles. The only advantage of a 10W is: It does allow the area to receive insurance coverage for those areas between 5-road miles and 7-road miles from a recognized (by ISO standards) fire station which are being denied insurance coverage. The insured with an ISO 10W rating pays the same rate as an insured with an ISO rating of 10.

The suggestions within this report should eliminate the possibility of an ISO class 10 rating for all built-upon areas within the current and future city limits of the City

Fire Station Location Study for the City of Nacogdoches

of Nacogdoches and dramatically improve first due response to all calls for emergency service. These suggestions would also allow the City of Nacogdoches to sustain the ISO rating of 2 and possibly improve the ISO rating to the coveted class 1.

This report will develop an accurate fire station location plan for the City of Nacogdoches. This study utilizes 1.5-mile response boundaries (approximates a 4-minute response time) for engine companies. This is the most accurate method of locating fire stations that exists today. Many communities use a computer program to perform this analysis. The computer program has several major flaws that were pointed out to me in July of 2019 by Mr. Larry Nierth (GIS Director for the City of Houston). The proper location of fire stations takes a human brain parlayed with the ability of a computer.

These 1.5-mile engine company response boundaries are the exact methodology utilized by Insurance Services Office (ISO) when a community is rated.

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An additional fire station may be required when the built-upon road base outside 1.50-miles of an existing fire station is 50% of that within a 1.50-mile polygon of an average of the 5 existing fire stations. If a suitable location can be found that brings 50% or more of the built-upon road base within 1.50-miles of the location then an additional fire station housing an engine company is required.

Existing, or additional needed, ladder truck companies are not utilized to locate or relocate fire stations. However, this type of apparatus is critical to the emergency response capabilities of all fire departments and the community's ISO rating. Since this report will demonstrate the need for 2 ladder truck companies an explanation follows to explain the methodology used to make this determination.

An additional ladder truck company may be required when the road base (which is afforded fire hydrant protection) outside 2.50-road miles of an existing fire station is 50% of that within a 2.50-mile polygon of an average existing fire station deploying a ladder truck company. If a suitable location can be found that brings 50% or more of the road base (afforded fire hydrants) which is outside the 2.50-road mile polygon of an existing ladder truck company within 2.50-road miles of the location then an additional ladder truck company is required when the following is met: 1) There exist 5 or more buildings 3-story or greater in height, or 2) There exist 5 or more buildings with a 4000-gpm or greater fire demand (needed fire flow), or 3) There exist 5 or more buildings that are 32-feet in height from the ground to the lowest roof level, or 4) A combination of 1), 2),

Fire Station Location Study for the City of Nacogdoches

and 3) which equals or exceeds 5 buildings. If the 5 building count does not exist a heavy rescue is required; which is a fully equipped ladder truck minus the aerial device and the full complement of ground ladders. In most rapidly developing cities (such as the City of Nacogdoches) providing a heavy rescue truck company (which ISO required during their last survey – they refer to it as a ladder/service truck) in lieu of a second dedicated ladder truck is illogical.

The City of Nacogdoches should deploy 2 dedicated ladder truck companies based on the methodology used to develop this report. However, there is an immediate need to deploy the existing engine/ladder truck (commonly called a “Quint”) company as a dedicated ladder truck company. This requires a 2-company fire station deploying an engine company and a dedicated ladder truck company.

The suggestions developed from this report relate only to a fire station location study for the City of Nacogdoches. They are not for property loss prevention or life safety purposes and no life safety or property loss prevention suggestions are made.

Executive Summary

This report will demonstrate an immediate need to: 1) Relocate 2 fire stations (Fire Station #1 and Fire Station #3) and 2) Combine 2 fire stations (Fire Station #5 and Fire Station #2) based on the current city limits. Fire Station #4 should remain at its current location.

In the near future a fifth fire station (assuming Fire Station #2 and Fire Station #5 will be combined) will be required on the west side of the city. The suggested locations for the 2 fire stations which should be relocated, the combining of resources which currently exist in 2 fire stations into a single fire station, and the additional future fire station and are within the body of this report. The apparatus and staffing required for all existing and proposed fire stations will be presented.

The City of Nacogdoches should easily sustain the city's current ISO rating of 2 and possibly improve this rating to a classification of 1, and sustain it well into the future, by relocating Fire Station #1 and Fire Station #3 parlayed with combining existing Fire Station #2 and existing Fire Station #5 into a single fire station. This assumes additional firefighters are provided to bring the existing level of staffing to a minimum of 15 on-duty at all times. Providing a second ladder truck company is the lowest priority within the set of suggestions presented.

When the fire station proposed on the west side of the city is in-service deploying an engine company an ISO rating of 1 should be easily attained.

Please consider that the proper location of fire stations is 250% times more important under the presently licensed, in Texas, updated ISO rating document (adopted in Texas on March 1, 2015) than the prior schedule (2003 ISO rating document). The City of Nacogdoches improved their ISO rating under the standards of the 2003 edition of the ISO rating document in 2011 from a 3 to a 2 with my assistance. In 2018 ISO used the 2011 data to update the City of Nacogdoches' ISO rating based on the new grading schedule being adopted by the TDI (Texas Department of Insurance). The rating remained a 2; however, the grading point total which developed the ISO rating of 2 was approximately 4.00 points less than in 2011. It was due to the change in weighting the updated ISO rating document assigns to the proper location of fire stations that caused the grading point total to decrease.

To sustain the ISO rating to a 2, and possibly improve the rating to coveted classification of 1, will require significant capital expenditures to erect additional fire stations and provide at least a level of 3 firefighters on-duty at all times, as a minimum, with each of the 5 in-service apparatus (4 engines and 1 dedicated ladder truck).

Analysis of the Data

1. To aid in developing a master plan for the City of Nacogdoches, based on the present city limits, 2 fire stations should be combined, 2 fire stations should be relocated, and 1 additional fire station should be provided on the west side of the city. The fire station locations listed below are presented in their order of priority. The optimum location for these stations are demonstrated below based on the methodology utilized to develop this report. Hopefully these locations will be in the general vicinity of the sites chosen by Chief Kiplinger and his staff. The locations are precise; however, if the priority order of the proposed fire station locations developed by this report differ from those chosen by Chief Kiplinger and his staff **always** defer to the Fire Chief and his staff. The priority order demonstrated below is based on the city limits as they existed on December 9, 2020; not as the city limits might exist several or many years from the writing of this report.

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2. Fire Station #1 should be relocated to the vicinity of Burrows and North deploying an engine company with 3 firefighters on-duty as a minimum and a dedicated ladder truck company with 3 firefighters

Fire Station Location Study for the City of Nacogdoches

on-duty as a minimum. Normally I do not recommend moving a fire station a distance this small; however this fire station is outdated and needs to be renovated to the extent a new station is a more viable option. If Fire Station #1 is to be rebuilt the Burrows and North site is preferred.

3. Proposed Fire Station #3 should be relocated to the vicinity of Fredonia and U.S. Highway 59 Bypass deploying an engine company with a minimum of 3 firefighters on-duty and a dedicated ladder truck company with 3 firefighters on-duty (this second ladder truck company is by far the lowest priority within this report). It is due to the new highway interchange now under construction that this report is suggesting a fire station relocation. Fire Station #3's current location will greatly increase response distances to the southern section of the city of Nacogdoches when the interchange construction is complete.
4. Erect a fifth fire station (assuming Fire Station #2 and Fire Station #5 are consolidated) in the vicinity of Gasaway and Highway 59 Bypass deploying an engine company with 3 firefighters on-duty as a minimum. I rarely recommend a fire station this proximate to a city limit boundary. However, when Highway 59/69 construction is complete through the City of Nacogdoches this area will develop to the extent additional land west of the current city limits most likely will be annexed by the City of Nacogdoches. The land for a future fifth fire station will be much less expensive today than when the highway construction is complete and development soon follows.

ISO will not disclose where additional fire stations should be located. But the locations suggested within this report are the locations ISO would have submitted if the ISO Field Representative had been allowed to convey this information.

Effect on the ISO rating for the City of Nacogdoches

At present the City of Nacogdoches is assigned an ISO rating of 2. The ISO rating of 2 for the City of Nacogdoches is based on the fire defense infrastructure (Structural Conditions {development}, Dispatch, Fire Department, Fire Marshal, and Water Supply) as it existed in 2018. The updated ISO rating schedule has eliminated the Building Codes/Enforcement section.

When viewing ISO's 2018 report ISO required 5 fire stations deploying 5 engine companies and 1 ladder truck company (this is an obvious mistake; 2 ladder truck companies should have been required in 2018). In addition to not requiring the correct number of ladder trucks; only one-half of a ladder truck should have been credited as in-service. ISO incorrectly credited a full ladder truck. The stand-alone engine/ladder ("Quint") truck deployed at Fire Station #1 should have been credited as an engine and one-half a ladder truck. This gave the City of Nacogdoches around 4 grading points which were not deserved. At present the City of Nacogdoches' ISO rating of 2 is just above the threshold grading point total of 80.00 required to sustain an ISO rating of 2. Without implementing several of the suggestions within this report it is very likely the ISO rating of 2 could regress to a 3 when ISO next visits.

Since March 15, 2015 (date the updated ISO rating document was adopted by the Texas Department of Insurance) having the majority of the built-upon area within 1.50-road miles of an engine company and 2.50-road miles of a dedicated ladder truck company is 250% more important than under the prior 2003 ISO rating document. Therefore, providing the fire stations deploying the apparatus and staffing suggested within this report is critical to sustaining or improving the ISO rating for the City of Nacogdoches.

With the consolidation of Fire Station #2 and Fire Station #5 into a single fire station deploying the apparatus suggested (the engine company from Fire Station #2 assigned to Fire Station #1 allowing the engine/ladder ("Quint") truck company to be deployed as a dedicated ladder truck company) within this report parlayed with the relocation of Fire Station #1 and Fire Station #3 a sustained ISO rating of 2 should be achieved when ISO next surveys.

Improved staffing levels will be the key to attaining an ISO rating of 1 once the fire station relocations and consolidation are in-service deploying the apparatus as suggested within this report.

Please be advised that within the ISO rate making process erecting additional fire stations deploying the required apparatus, without providing the additional staffing, does very little to improve the grading point total which establishes the ISO rating. Simply diluting present staffing levels for fire suppression when providing additional fire stations and apparatus not only does very little to improve or sustain an ISO rating, but of a far greater significance, it compromises

Fire Station Location Study for the City of Nacogdoches

the primary purpose of the Nacogdoches Fire Department; saving lives and property.

The updated ISO rating document requires that 6 firefighters per company be on-duty with each existing engine and required ladder truck. This level of staffing is needed at the fire site for optimum utilization of the apparatus and when the staffing level drops below 3 firefighters on-duty per company for each existing engine and required ladder truck the ability to utilize the apparatus effectively is seriously impaired.

I would deem this report incomplete unless I point out that only 1 fire department in Texas maintains 6 firefighters per company on-duty (paid staffing) with each of the first due apparatus. It is due to the creditable EMS staffing that this fire department meets ISO's standard for staffing. However, most communities the size of the City of Nacogdoches strive to maintain an assignment of 4 firefighters on-duty, with 3 firefighters as a minimum, with each of the existing companies.

EMS personnel receive the identical credit as an on-duty firefighter if the EMS personnel are fire certified and carry their bunker gear on their EMS unit. In addition 1 EMS unit must respond to all structural alarms of fire and the firefighters assigned to the EMS unit must take part in fire operations if needed. I am aware that the City of Nacogdoches utilizes a private ambulance service. This suggestion is presented to make the City of Nacogdoches aware of the increased ISO rate making credit if in the future the city provided this service in-house.

Drivers for Chief's vehicles receive the identical credit as an on-duty firefighter if the driver is fire certified and carries his/her bunker gear on the Chief's vehicle. Therefore, providing a driver for all Chief vehicles (if the Chief is on-duty 24/7) receives the identical credit as increasing the on-duty staffing for an engine or ladder truck.

Each additional paid firefighter on-duty 24/7 would **add 0.66 points** to the grading point total which establishes the ISO rating for the City of Nacogdoches.

At present, the City of Nacogdoches is assigned an ISO rating of 2; based on a survey and grading point total (84.73) dated January of 2018. Please remember the majority of data used in 2018 was actually developed in 2011.

If the ISO rating regressed from a 2 to a 3 the commercial property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their annual cost for insurance increase by a possible **2 percent** (effect of regressing the ISO rating from a 2 to a 3) and the residential property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their homeowners premium increase by a possible **8 percent** (effect of regressing the ISO rating from a 2 to a 3).

Fire Station Location Study for the City of Nacogdoches

If the ISO rating improved from a 2 to a 1 the commercial property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their annual cost for insurance reduced by a possible **2 percent** (effect of improving the ISO rating from a 2 to a 1) and the residential property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their homeowners premium reduced by a possible **1 percent** (effect of improving the ISO rating from a 2 to a 1).

In my 18+ years as a consultant 63 communities have achieve an ISO rating of 1 utilizing my firm. When I retired from ISO in September of 2002 there existed only 2 communities in Texas with an ISO rating of 1 and an ISO rating of 1 did not exist in New Mexico. With my assistance 61 communities in Texas and 2 communities in New Mexico achieve the coveted ISO rating of 1.

With economic development as the driving force behind attaining an ISO class 1 rating these communities (some of which are smaller in population and size than the City of Nacogdoches) have funded the necessary projects to achieve or sustain the coveted ISO rating of 1.

Conclusion

As budget constraints allow, implement the suggestions within this report which will improve emergency response and sustain or improve the current ISO rating well into the future.

I have assisted over 500 communities with a fire station location plan, such as this one for the City of Nacogdoches, as a consultant over the last 18+ years. Communities such as Nacogdoches, which are on the verge of a tremendous amount of expansion, have a unique opportunity to get their existing base of fire stations properly located. The city can then erect additional fire stations when future growth occurs without having older outdated fire stations in an unsuitable location; which results in a fire station which is not needed.

Many communities have used “Free Land” to build their fire stations without taking into consideration whether the location is accurate. Considering the value of a dollar in 2020 a fire station which is not required due to poor planning, or the utilization of “Free Land”, costs the community 50 to 60 million dollars over the 50-year life span of that fire station. A fire station poorly located due to a parcel of land being donated, or already owned by the community, is far from “Free” if it necessitates an additional fire station, apparatus, and staffing which is not essential.

The plan outlined within this report will set the base of fire stations in the City of Nacogdoches and will insure as the community grows and prospers well into the future additional fire stations can be erected without fire stations being in-service which are not required.

I would very much like to thank Fire Chief Keith Kiplinger, his Staff, and GIS Coordinators – Mr. Steve Bartlett and Mr. Tred Riggs for the excellent cooperation afforded me during my recent survey. Without their support and continued cooperation during and after my field evaluation the accuracy and timeliness of this report would be seriously compromised.

Sincerely,

W. Michael Pietsch, P.E.
Civil Engineer



Mike Pietsch, P.E. Consulting Services, Inc.

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A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF NACOGDOCHES

Demonstrating a Master Fire Station Location Plan

December 21, 2020

Submitted by:

***W. Michael Pietsch, P.E.
Civil Engineer***

A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF NACOGDOCHES

Demonstrating a Master Fire Station Location Plan

Explanation of This Report

The single most critical item when addressing developed areas, or areas to be developed in the future, in any community is to ensure all built-upon areas are within 5-road miles of a fire station deploying an engine company and a 1000-foot hose lay distance of a creditable water supply (fire hydrants or alternative water supply). Developed areas outside a 5-road mile polygon of a fire station housing an engine company are assigned an ISO rating of 10 (no recognized fire protection) regardless of the water supply infrastructure. Currently several insurance companies are refusing to write or renew properties in class 10 areas. The property owners that do receive insurance coverage pay the maximum rate. An ISO rating of 10 could be a significant future issue for the City of Nacogdoches when the proposed U.S. Highway 69 project is complete. As new annexations occur, as the area adjacent and west of U.S. Highway 69 develops, the newly annexed areas could be outside the 5-road mile threshold of an existing Nacogdoches Fire Department Fire Station deploying an engine company.

A new ISO rating of 10W does exist; but it only applies to areas with a creditable, by ISO, water supply. A 10W rating extends the 5-road mile threshold to 7-road miles. The only advantage of a 10W is: It does allow the area to receive insurance coverage for those areas between 5-road miles and 7-road miles from a recognized (by ISO standards) fire station which are being denied insurance coverage. The insured with an ISO 10W rating pays the same rate as an insured with an ISO rating of 10.

The suggestions within this report should eliminate the possibility of an ISO class 10 rating for all built-upon areas within the current and future city limits of the City

Fire Station Location Study for the City of Nacogdoches

of Nacogdoches and dramatically improve first due response to all calls for emergency service. These suggestions would also allow the City of Nacogdoches to sustain the ISO rating of 2 and possibly improve the ISO rating to the coveted class 1.

This report will develop an accurate fire station location plan for the City of Nacogdoches. This study utilizes 1.5-mile response boundaries (approximates a 4-minute response time) for engine companies. This is the most accurate method of locating fire stations that exists today. Many communities use a computer program to perform this analysis. The computer program has several major flaws that were pointed out to me in July of 2019 by Mr. Larry Nierth (GIS Director for the City of Houston). The proper location of fire stations takes a human brain parlayed with the ability of a computer.

These 1.5-mile engine company response boundaries are the exact methodology utilized by Insurance Services Office (ISO) when a community is rated.

The strategic placement of existing and proposed fire stations is critical to the emergency response and ISO rating for the City of Nacogdoches. This report will address the immediate needs of the City of Nacogdoches, along with the short term future needs, based on the existing city limits as of December 9, 2020.

An additional fire station may be required when the built-upon road base outside 1.50-miles of an existing fire station is 50% of that within a 1.50-mile polygon of an average of the 5 existing fire stations. If a suitable location can be found that brings 50% or more of the built-upon road base within 1.50-miles of the location then an additional fire station housing an engine company is required.

Existing, or additional needed, ladder truck companies are not utilized to locate or relocate fire stations. However, this type of apparatus is critical to the emergency response capabilities of all fire departments and the community's ISO rating. Since this report will demonstrate the need for 2 ladder truck companies an explanation follows to explain the methodology used to make this determination.

An additional ladder truck company may be required when the road base (which is afforded fire hydrant protection) outside 2.50-road miles of an existing fire station is 50% of that within a 2.50-mile polygon of an average existing fire station deploying a ladder truck company. If a suitable location can be found that brings 50% or more of the road base (afforded fire hydrants) which is outside the 2.50-road mile polygon of an existing ladder truck company within 2.50-road miles of the location then an additional ladder truck company is required when the following is met: 1) There exist 5 or more buildings 3-story or greater in height, or 2) There exist 5 or more buildings with a 4000-gpm or greater fire demand (needed fire flow), or 3) There exist 5 or more buildings that are 32-feet in height from the ground to the lowest roof level, or 4) A combination of 1), 2),

Fire Station Location Study for the City of Nacogdoches

and 3) which equals or exceeds 5 buildings. If the 5 building count does not exist a heavy rescue is required; which is a fully equipped ladder truck minus the aerial device and the full complement of ground ladders. In most rapidly developing cities (such as the City of Nacogdoches) providing a heavy rescue truck company (which ISO required during their last survey – they refer to it as a ladder/service truck) in lieu of a second dedicated ladder truck is illogical.

The City of Nacogdoches should deploy 2 dedicated ladder truck companies based on the methodology used to develop this report. However, there is an immediate need to deploy the existing engine/ladder truck (commonly called a “Quint”) company as a dedicated ladder truck company. This requires a 2-company fire station deploying an engine company and a dedicated ladder truck company.

The suggestions developed from this report relate only to a fire station location study for the City of Nacogdoches. They are not for property loss prevention or life safety purposes and no life safety or property loss prevention suggestions are made.

Executive Summary

This report will demonstrate an immediate need to: 1) Relocate 2 fire stations (Fire Station #1 and Fire Station #3) and 2) Combine 2 fire stations (Fire Station #5 and Fire Station #2) based on the current city limits. Fire Station #4 should remain at its current location.

In the near future a fifth fire station (assuming Fire Station #2 and Fire Station #5 will be combined) will be required on the west side of the city. The suggested locations for the 2 fire stations which should be relocated, the combining of resources which currently exist in 2 fire stations into a single fire station, and the additional future fire station and are within the body of this report. The apparatus and staffing required for all existing and proposed fire stations will be presented.

The City of Nacogdoches should easily sustain the city's current ISO rating of 2 and possibly improve this rating to a classification of 1, and sustain it well into the future, by relocating Fire Station #1 and Fire Station #3 parlayed with combining existing Fire Station #2 and existing Fire Station #5 into a single fire station. This assumes additional firefighters are provided to bring the existing level of staffing to a minimum of 15 on-duty at all times. Providing a second ladder truck company is the lowest priority within the set of suggestions presented.

When the fire station proposed on the west side of the city is in-service deploying an engine company an ISO rating of 1 should be easily attained.

Please consider that the proper location of fire stations is 250% times more important under the presently licensed, in Texas, updated ISO rating document (adopted in Texas on March 1, 2015) than the prior schedule (2003 ISO rating document). The City of Nacogdoches improved their ISO rating under the standards of the 2003 edition of the ISO rating document in 2011 from a 3 to a 2 with my assistance. In 2018 ISO used the 2011 data to update the City of Nacogdoches' ISO rating based on the new grading schedule being adopted by the TDI (Texas Department of Insurance). The rating remained a 2; however, the grading point total which developed the ISO rating of 2 was approximately 4.00 points less than in 2011. It was due to the change in weighting the updated ISO rating document assigns to the proper location of fire stations that caused the grading point total to decrease.

To sustain the ISO rating to a 2, and possibly improve the rating to coveted classification of 1, will require significant capital expenditures to erect additional fire stations and provide at least a level of 3 firefighters on-duty at all times, as a minimum, with each of the 5 in-service apparatus (4 engines and 1 dedicated ladder truck).

Analysis of the Data

1. To aid in developing a master plan for the City of Nacogdoches, based on the present city limits, 2 fire stations should be combined, 2 fire stations should be relocated, and 1 additional fire station should be provided on the west side of the city. The fire station locations listed below are presented in their order of priority. The optimum location for these stations are demonstrated below based on the methodology utilized to develop this report. Hopefully these locations will be in the general vicinity of the sites chosen by Chief Kiplinger and his staff. The locations are precise; however, if the priority order of the proposed fire station locations developed by this report differ from those chosen by Chief Kiplinger and his staff **always** defer to the Fire Chief and his staff. The priority order demonstrated below is based on the city limits as they existed on December 9, 2020; not as the city limits might exist several or many years from the writing of this report.

The sites chosen are based on the most accurate method of locating fire stations available today. I have performed fire location studies for over 500 communities from the size of the Cities of Houston and San Antonio to communities with a population less than 1,000. I recently completed this exact study for Sherman and Waxahachie. The method I utilize requires a human brain combined with the ability of the computer. The locations in their priority order are as follows:

1. Fire station #2 and Fire Station #5 should be combined into a single fire station in the vicinity of University and Main deploying an engine company. Combining these 2 existing fire stations into a single station deploying an engine company with a minimum of 3 firefighters on-duty would "Free Up" an existing engine company to be assigned to Fire Station #1. This would allow Fire Station #1 to deploy the engine/ladder ("Quint") truck company as a dedicated ladder truck company. Fire Station #1 would then become a 2 company house. This suggestion would eliminate the costs associated with a fire station which is not actually needed and improve the grading point total which establishes the ISO rating. A fire station in-service deploying a single engine company, which is not needed, costs a community, such as the City of Nacogdoches, approximately \$60,000,000 over the 50-year life span of a fire station as the value of a dollar exists in 2020.
2. Fire Station #1 should be relocated to the vicinity of Burrows and North deploying an engine company with 3 firefighters on-duty as a minimum and a dedicated ladder truck company with 3 firefighters

Fire Station Location Study for the City of Nacogdoches

on-duty as a minimum. Normally I do not recommend moving a fire station a distance this small; however this fire station is outdated and needs to be renovated to the extent a new station is a more viable option. If Fire Station #1 is to be rebuilt the Burrows and North site is preferred.

3. Proposed Fire Station #3 should be relocated to the vicinity of Fredonia and U.S. Highway 59 Bypass deploying an engine company with a minimum of 3 firefighters on-duty and a dedicated ladder truck company with 3 firefighters on-duty (this second ladder truck company is by far the lowest priority within this report). It is due to the new highway interchange now under construction that this report is suggesting a fire station relocation. Fire Station #3's current location will greatly increase response distances to the southern section of the city of Nacogdoches when the interchange construction is complete.
4. Erect a fifth fire station (assuming Fire Station #2 and Fire Station #5 are consolidated) in the vicinity of Gasaway and Highway 59 Bypass deploying an engine company with 3 firefighters on-duty as a minimum. I rarely recommend a fire station this proximate to a city limit boundary. However, when Highway 59/69 construction is complete through the City of Nacogdoches this area will develop to the extent additional land west of the current city limits most likely will be annexed by the City of Nacogdoches. The land for a future fifth fire station will be much less expensive today than when the highway construction is complete and development soon follows.

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Fire Station Location Study for the City of Nacogdoches

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Fire Station Location Study for the City of Nacogdoches

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Conclusion

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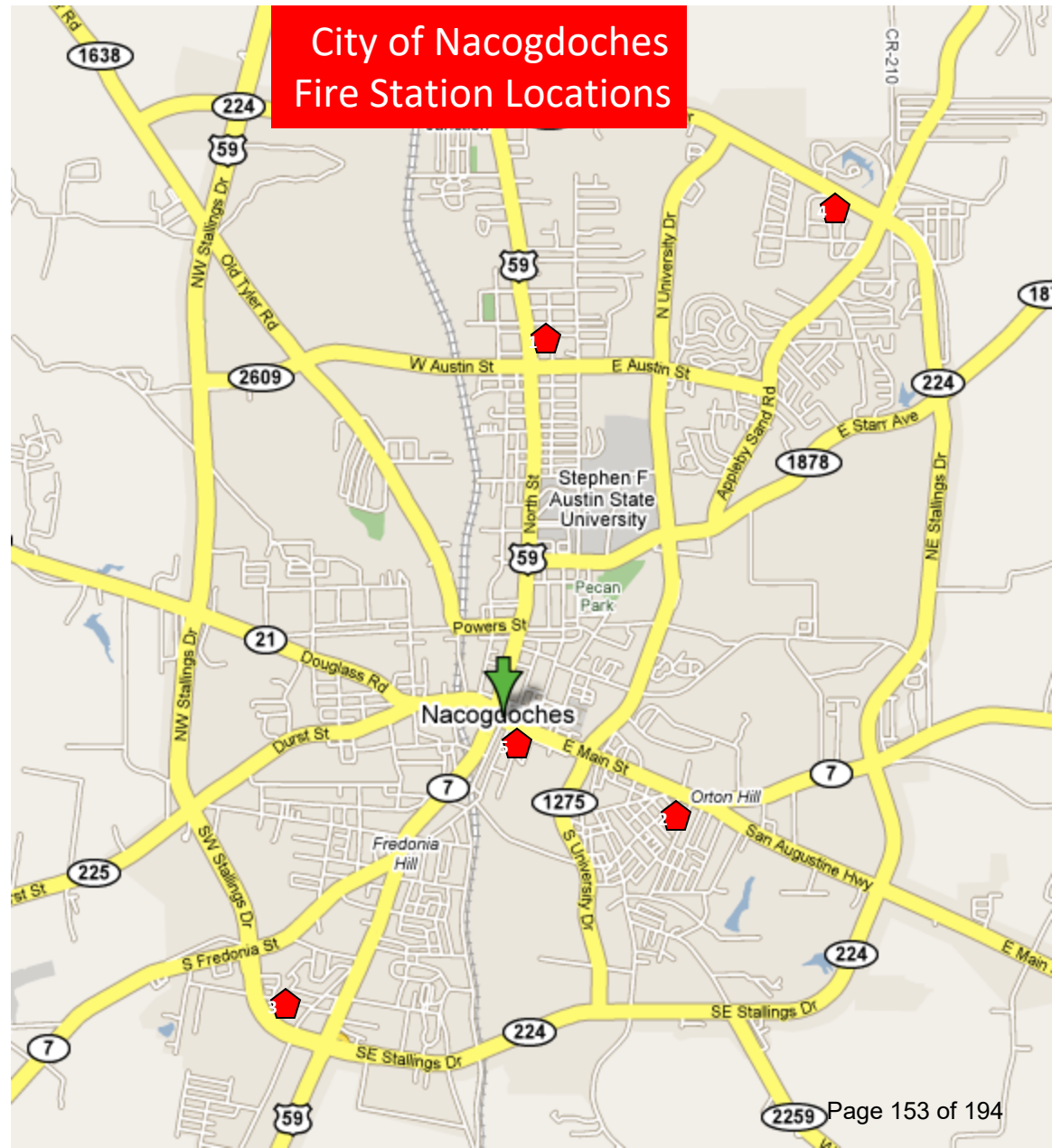
Sincerely,

W. Michael Pietsch, P.E.
Civil Engineer

**Receive report on the
fire station location
study performed
by Mike Pietsch, PE**

Current Station Locations

- 1 North Street
- 2 East Main
- 3 SW Stallings
- 4 NE Stallings
- 5 Pilar Street



Current Station Challenges

1

Busy intersection
Age
Condition
Size

2

Location
Age
Condition
Size

3

Flyover Location

4

Condition
Size

5

Location
Age
Condition
Size

ISO

- Insurance ratings are based on fire station locations
- Engines optimally within 1.5 road miles of buildings
- Ladder Trucks optimally within 2.5 road miles of buildings

Considerations

- **Response times and districts do not always match the ISO locations**
- **Current stations were built 70 years ago when the City looked much different**
- **Currently providing a high level of service and want to continue that into the future**

Analysis

- Effect of reducing fire stations from 5 to 4
- Implications on staffing
- Ideal locations for stations as a general area, not a pin on the map

Current Stations

5

Min. Staffing

13

Apparatus

4 Engines, 1 Truck

Study Stations

4

Min. Staffing

16

Apparatus

4 Engines, 1 Truck

Future Stations

5

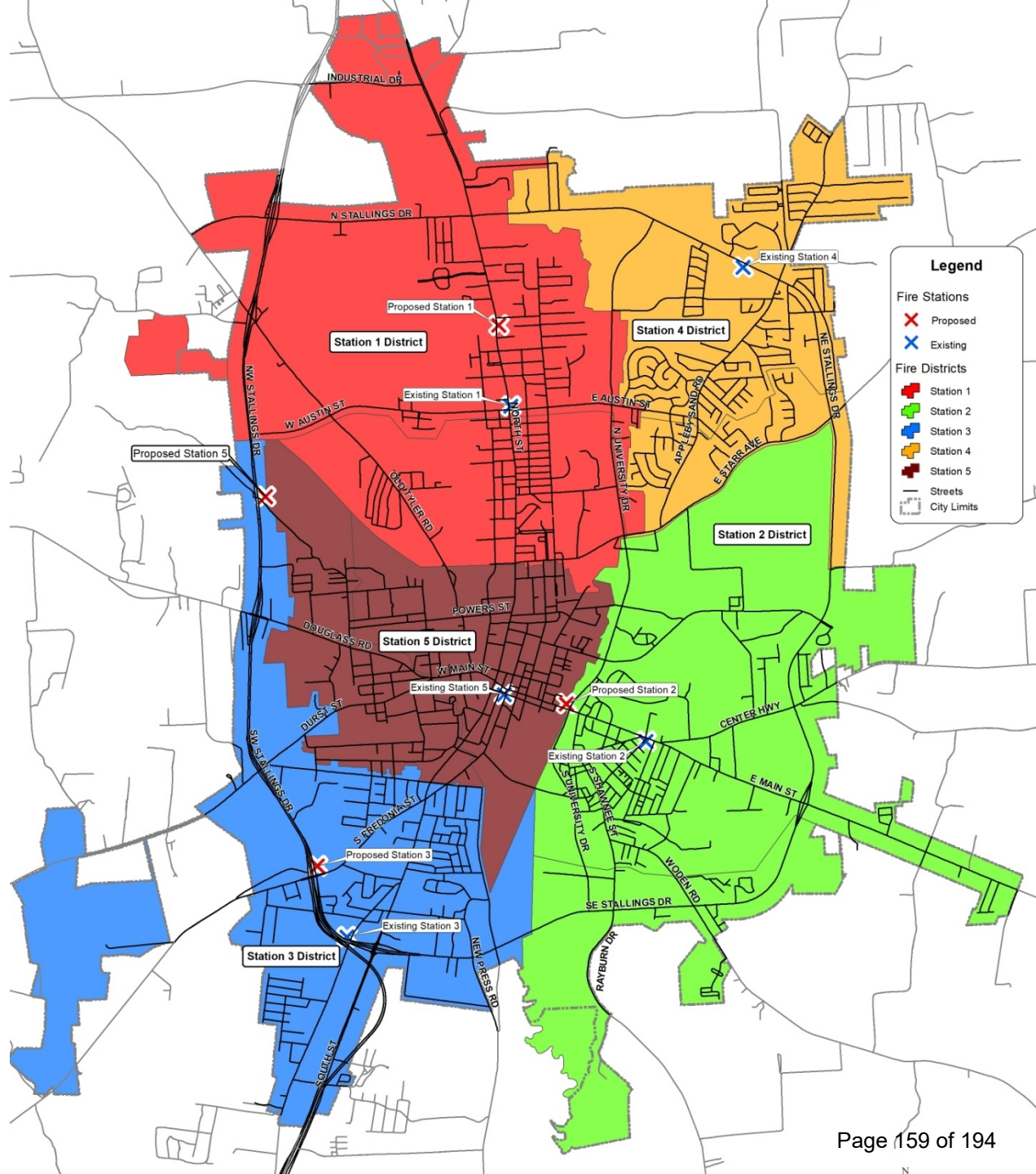
Min. Staffing

22

Apparatus

5 Engines, 2 Trucks

Response Districts



Legend

Fire Stations

- Proposed (Red X)
- Existing (Blue X)

Proposed Buffers

- Station 1 (Red outline)
- Station 2 (Blue outline)
- Station 3 (Green outline)
- Station 4 (Orange outline)
- Station 5 (Purple outline)

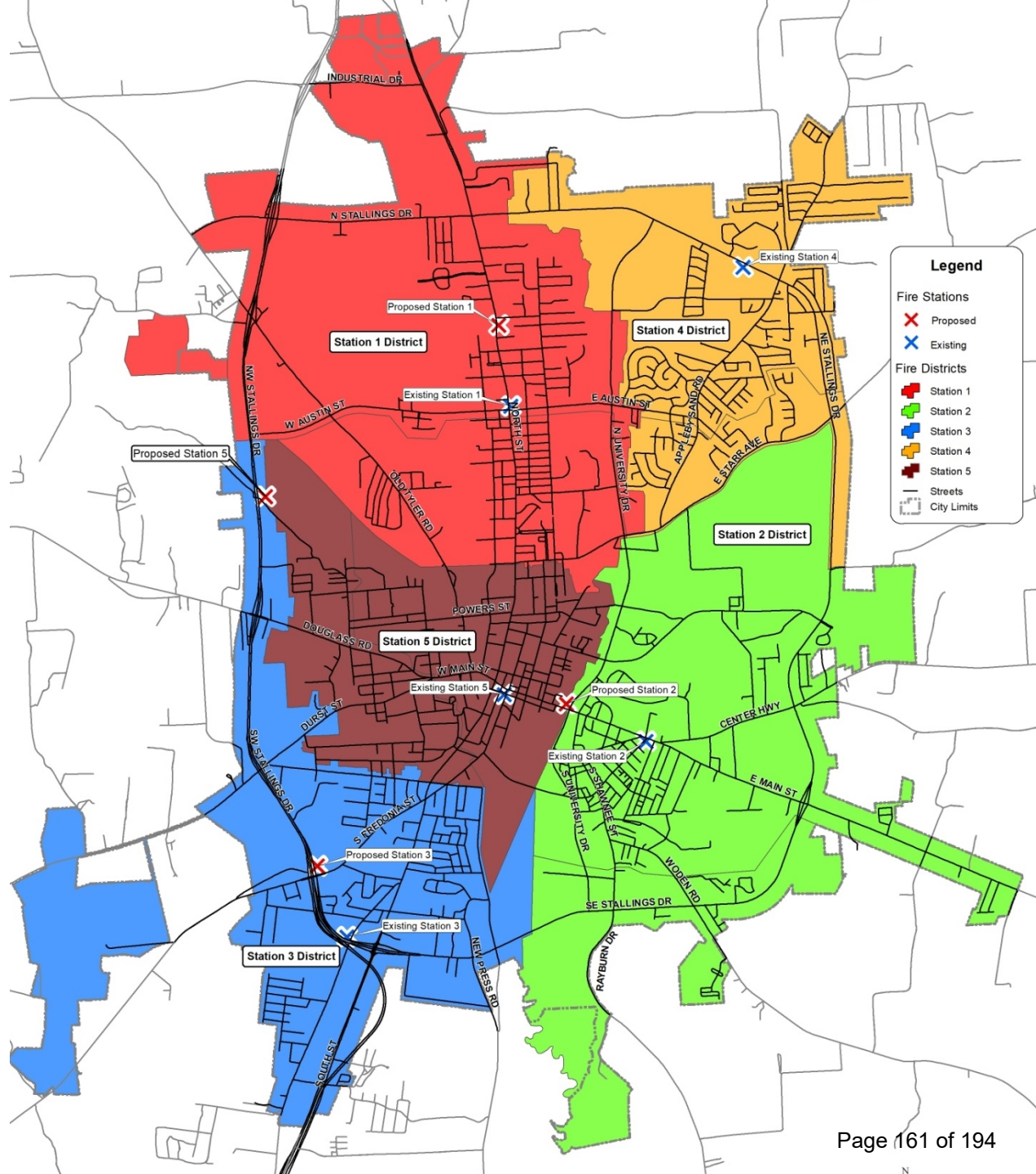
Existing Buffers

- Station 1 (Red fill)
- Station 2 (Blue fill)
- Station 3 (Green fill)
- Station 4 (Orange fill)
- Station 5 (Purple fill)

Streets

- Streets (Black line)
- City Limits (Dashed line)

Response Districts



Options

- **Do nothing**
- **Move forward with some recommendations**
- **Move forward with the entire recommendation**

Next Steps

- **Identify priorities**
- **Seek public input**
- **Identify potential sites**
- **Identify needs and cost estimates**
- **Identify funding sources**



PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Two Fifteen Consulting for professional engineering services for 2021 Summer Hill and Logansport Drainage Improvements Project in a not-to-exceed amount of \$87,000. (Assistant Director of Public Works)

SUMMARY/BACKGROUND: Two Fifteen Consulting has been selected to provide engineering services including design surveying, preliminary and final design, as well as bidding and construction administration for repairs and improvements to storm drainage infrastructure.

The storm drainage systems on Summer Hill Circle and Logansport Street have been identified as in immediate need of repair or replacement to ensure proper conveyance of storm water due to several recent flooding events. Several engineering firms who have previously submitted their qualifications were considered for this work. Due to Two Fifteen's expertise in water resources engineering, including hydraulic modeling and design, staff has selected them as the best candidate for the design of this project.

Two Fifteen's design services will include performance of design topographical surveying, preparation of preliminary design schematics and estimates including necessary hydraulic calculations and preparation of final design plans and details for bidding. These services will be provided for a lump sum fee of \$62,000. Two Fifteen will also provide bidding and construction administration services including preparation of bid package, assistance in the bid process, periodic site visits during construction and other related construction administration on a time and materials basis not to exceed \$25,000. Total maximum authorization is \$87,000. There are adequate funds in the current year's budget for this project.

FINANCIAL:

Item is budgeted:

Account No.: 30 179.03

Account Name: *CIP Storm Sewer*

Amount: \$87,000

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

ATTACHMENTS:

1. 2021 Summer Hill and Logansport Storm Drainage Two Fifteen Contract
2. Summer Hill and Logansport Drainage Improvements PowerPoint

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 **Two Fifteen Consulting, LLC**, a **Texas Limited Liability Company** (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: **2021 Summer Hill and Logansport Storm Drainage Improvements Project** (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 **Eighty-Seven Thousand and 00/100 Dollars (\$87,000.00)**.

ARTICLE III Time of Performance and Construction Cost

- 3.01 The Consultant shall complete the professional services within the times set forth below and in Section 3.02. 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. Furthermore, the Consultant shall perform with 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.

[Conceptual Design: **30 calendar days** after the authorization to commence planning]
[Preliminary Design: **45 calendar days** after authorization to commence PPD]
[Final Design: **60 calendar days** after authorization to commence final design]

- 3.02 All design work and other professional services provided under this Contract must be completed by the following date: **July 30, 2021.**
- 3.03 **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 time limits established by this schedule over which Consultant has control shall not be exceeded without written approval from the City.
- 3.04 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.
- 3.05 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.
- 3.06 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.
- 3.07 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.
- 3.08 The construction budget for this Project, which is established as a condition of this Contract is \$ TBD. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

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 City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs 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 provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, 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 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects 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. The Consultant warrants the design 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 locality and under 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 agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as “Indemnatee”), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements, and for liability of every kind, including all expenses of litigation, court costs, reasonable attorney’s fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant’s agent, sub-consultant under contract, or another entity over which the Consultant exercises control.
- 10.06 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.
- 10.07** 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 and 10.06, 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. 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 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:
Two Fifteen Consulting, LLC
Attn: Michael Delaney, PE
412 North Street
Nacogdoches, Texas 75961

- 14.03 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.

- 14.04 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.
- 14.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.
- 14.06 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.
- 14.07 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.
- 14.08 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.
- 14.09 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.
- 14.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 14.11 **Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

TWO FIFTEEN CONSULTING

412 North Street
Nacogdoches, TX 75961

By: _____

Printed Name: Michael Delaney

Title: Manager

Date: 2/22/2021

Firm Registration No.: F-17461

CITY OF NACOGDOCHES

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

By: _____

Printed Name: _____

Title: City Manager

Date: _____

APPROVED AS TO CONTENT:

City Engineer

Exhibit A

Scope of Services

Project Locations with Projected Overview Scope

Summer Hill Circle

Add storm drainage pipe and inlets to existing curb and gutter street
Curb or grate inlet structures replaced/added on both sides of the street
Possible flanking curb inlet structures added
Street and curb/gutter repair over proposed infrastructure

Logansport Street

Replace existing failed storm drain infrastructure
Re-route proposed storm drain to avoid conflicts with existing house(s)
Street repair over culvert, extending beyond footprint of culvert

Basic Services

1. Perform a topographic survey of each project location listed above. Produce a topographic background map with one (1) foot interval contours, existing utilities (where known) and visible features pertinent to the design of the proposed facilities within the boundary of the project area. Identify existing Right-of-Way (ROW) and existing easements where necessary and identifiable.
2. Prepare preliminary design schematics and plans sufficient for estimating opinions of probable construction costs. Drawings will be overlain on background topographic maps. Identify any additional ROW or easements that will be necessary for installation and maintenance of the proposed improvements. Prepare and perform the necessary hydraulic calculations for sizing the proposed improvements. Please be advised the calculations will be for design support only. No detailed flood mapping, FEMA mapping or reporting will be provided as part of the scope of this project.
3. Prepare the necessary civil engineering design plans and details required for bidding and construction of each project listed above, to include:
 - a. Plan Sheets showing demolition of existing structures, proposed structures and improvements, and all dimensions and notes as necessary for construction.
 - b. Plan Details for appurtenances and devices as necessary for construction.
 - c. All specifications necessary for construction.
4. Prepare a Bid Package following the current procurement procedures as required by the City of Nacogdoches for each project listed above. Assist in the bid phase as needed by answering requests for information, preparing addenda (if any), reviewing and tabulating the bids, and subsequently awarding the construction contract. Assist in reviewing any material submittals and attending/administering a pre-construction conference.

5. Construction administration, including the processing of change orders, pay requests and other administrative tasks. Conduct periodic site visits to determine construction progress. Daily construction inspection (RPR) is not included in this contract. Services may be provided under separate contract.

Items excluded from the work scope and fees listed in this **Basic Services** portion include:

1. Traffic studies or traffic control warrants
2. Boundary surveys, easement preparation, easement acquisition and rights-of-entry.
3. Construction phase surveying and staking (limited staking coordinates will be provided upon request).
4. Storm Water Pollution Prevention Plan and associated required site inspections and administration.
5. Nationwide NPDES Permitting and associated administrative requirements.
6. Construction phase inspection services (RPR).
7. Geotechnical investigations and recommendations.
8. TDLR TAS review fees for accessibility compliance.
9. Subgrade de-watering system design.

Exhibit B
Payment Terms

Compensation for services shall be as outlined below:

Lump Sum Services

Topographic Design Surveys	\$ 16,500
Preliminary Designs and Estimates	\$ 15,500
Final Design and Details	\$ 30,000

Subtotal \$ 62,000

Time and Materials Services (hourly, rate schedule attached)

Bid Preparation and Bid Phase Services
Construction Administration

Subtotal \$ 25,000 (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 (\$87,000).

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.

HOURLY RATE AND EXPENSE SCHEDULE
~2021~

CATEGORY	DESCRIPTION	CHARGE UNITS	CHARGE RATE
ENGINEERS	PRINCIPAL PROFESSIONAL ENGINEER	HOURLY	\$175
	SENIOR PROFESSIONAL ENGINEER	HOURLY	\$130
	DESIGN ENGINEER II/PROJECT MANAGER	HOURLY	\$115
	DESIGN ENGINEER I	HOURLY	\$100
	ENGINEER-IN-TRAINING II	HOURLY	\$90
	ENGINEER-IN-TRAINING I	HOURLY	\$80
SURVEYORS	SENIOR REGISTERED PROFESSIONAL LAND SURVEYOR (RPLS)	HOURLY	\$130
	PROJECT RPLS II/PROJECT MANAGER	HOURLY	\$115
	PROJECT RPLS I	HOURLY	\$100
	SURVEYOR-IN-TRAINING II	HOURLY	\$85
	SURVEYOR-IN-TRAINING I	HOURLY	\$75
	SURVEY CREW W/ RPLS (TWO-MAN)	HOURLY	\$145
	SURVEY CREW (TWO-MAN)	HOURLY	\$115
	SURVEY CREW (THREE-MAN)	HOURLY	\$155
	SURVEY CREW (ONE-MAN)	HOURLY	\$75
DESIGNERS & TECHNICIANS	SENIOR DESIGNER/PROJECT MANAGER	HOURLY	\$100
	CIVIL DESIGNER	HOURLY	\$80
	SENIOR SURVEY TECHNICIAN	HOURLY	\$75
	SURVEY/CIVIL TECHNICIAN II	HOURLY	\$65
	SURVEY/CIVIL TECHNICIAN I	HOURLY	\$55
ADMINISTRATIVE	ADMINISTRATIVE PROFESSIONAL	HOURLY	\$45
DIRECT EXPENSES			
PLOTING, COPYING & SCANNING	NORMAL COPIES AND PLOTS ARE INCLUDED IN HOURLY RATES.		
	HIGH VOLUME SMALL FORMAT	COST + PLUS	COST X 1.10
	HIGH VOLUME LARGE FORMAT	COST + PLUS	COST X 1.10
SUPPORT VEHICLES & EQUIPMENT	PASSENGER VEHICLE	MILE	GOVT RATE
	ALL TERRAIN VEHICLE	DAY	\$125
	BOAT (ALUMINUM FLAT BOTTOM)	DAY	\$150
	GPS EQUIPMENT	DAY	\$150
HOTELS, LODGING, AND MEALS	HOTELS AND LODGING	PER DIEM	GOVT RATE
	MEALS	PER DIEM	GOVT RATE

NORMAL COPIES INCLUDE MAPS, EXHIBITS, LETTERS, AND PLAN SHEETS USUALLY ASSOCIATED WITH TYPICAL PROJECTS.

GOVT RATE = DOMESTIC MAXIMUM PER DIEM AND MILEAGE RATES FOR KEY OFFICIALS (TEXAS)

ABOVE RATES DO NOT INCLUDE CHARGES FOR EXPERT WITNESS TESTIMONY, LEGAL CASE WORK, OR MEDIATION. RATES FOR SUCH WILL BE EVALUATED AND PROVIDED ON CASE-BY-CASE BASIS UPON REQUEST.

2/22/2021

Exhibit C

Insurance Requirements

During the term of this Contract all Consultant's 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.

- 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)

3/13/2020

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 BXS Insurance 3310 N. University Drive Nacogdoches TX 75965	CONTACT NAME: Community Insurance Solutions PHONE (A/C, No, Ext): 855-377-1529 E-MAIL ADDRESS: cis@bxsi.com FAX (A/C, No):
INSURED Two Fifteen Consulting, LLC 412 North Street Nacogdoches TX 75961	License#: PC-1092395 TWOFIFT-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd	11000
INSURER B : Accident Fund National Insurance Company	12305
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES
CERTIFICATE NUMBER: 590581021
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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			61SBAIH6936	3/28/2020	3/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	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) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			61SBAIH6936	3/28/2020	3/28/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WCV6125284	3/28/2020	3/28/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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)

General liability policy includes City of Nacogdoches as additional insured when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy. Primary & Non-Contributory wording applies when required by written contract.

General Liability and Workers Compensation policies includes waiver of subrogation in favor of City of Nacogdoches when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.

30 Day Notice of Cancellation is provided when required by written contract except in the event of cancellation for Non-Payment of Premium.

CERTIFICATE HOLDER
CANCELLATION

City of Nacogdoches 202 E Pilar St Nacogdoches TX 75961	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2020

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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 O'Haver Securities DBA CBH Insurance Agency 108 E Hospital Nacogdoches TX 75961		CONTACT NAME: Wes Jensen PHONE (A/C, No, Ext): (936) 564-1735 E-MAIL ADDRESS: wesj@cbhins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Everest National Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC #	
INSURED Two Fifteen Consulting, LLC 412 North St Nacogdoches TX 75961			

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

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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			PL5EO00531-201	03/28/2020	03/28/2021	Per Occurrence \$1,000,000 Aggregate \$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Nacogdoches 202 E Pillar st Nacogdoches TX 75961 Fax 936 559 2901	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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ENGINEERING CONTRACT AWARD

SUMMER HILL AND LOGANSPOUT DRAINAGE IMPROVEMENTS

TWO FIFTEEN CONSULTING



LUMP SUM SERVICES

Topographic Design Surveys	\$16,500
Preliminary Design/Estimates	\$15,500
Final Design and Details	\$30,000

Subtotal \$62,000

TIME AND MATERIALS SERVICES (HOURLY)

Bid Preparation and Bid Phase Services
Construction Administration

Subtotal \$25,000 (Not to exceed)

TOTAL Maximum Fee \$87,000