



June 1, 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 Chamber of City Hall, 202 East Pilar Street, Nacogdoches, Texas, with a Work Session beginning at 4:30 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 June 1, 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, hold a discussion and give staff direction regarding an update from Army Curtis, AIA on concepts for the partial renovation of City Hall first floor. (City Manager)
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 May 18, 2021 regular meeting. (City Secretary)
 - B. Consider a contract amendment for Saicam Electric to increase the maximum expenditure for electrical repair services from \$40,000 to \$65,000. (Public Works Director)

- C. Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and City of Lufkin for the provision of law enforcement by aiding and assisting the participating law enforcement agencies during an emergency by assigning resources, equipment, and/or law enforcement personnel. (Police Chief)
- D. Consider approval of a change order to the construction contract of the 2020 Downtown Storm Sewer Rehabilitation Project in the amount of \$7,680.00. (Assistant Director of Public Works)
- E. Consider the renewal of an agreement between City of Nacogdoches and Nacogdoches Economic Development Corporation (NEDCO) for the provision of personnel to conduct economic development services by the Nacogdoches Economic Development Corporation. (City Manager)

7. **REGULAR AGENDA:**

- A. Consider appointment of Mayor Pro Tempore and Vice Mayor Pro Tempore. (Mayor Mize)
- B. Consider approval of a contract by and between the City of Nacogdoches and National Industrial Maintenance, Inc. for the 2021 Street Crack Seal Project in a not-to-exceed amount of \$239,860.00. (Assistant Director of Public Works)
- C. Receive a report on the after action review of Winter Storm Uri and the 2021 Hurricane Season and provide feedback and guidance. (Fire Department Division Chief)

Council may conduct Executive Session deliberation, reconvening open session for action, if any, on Executive Session items. Regular Session agenda items appropriate for Executive Session consideration may be moved into Executive Session for deliberation, but not action, upon proper announcement at the meeting by presiding officer.

8. **EXECUTIVE SESSION:**

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

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

10. Adjourn.



Jan Vinson, City Secretary



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

CERTIFICATION

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on May 27, 2021 at 9:30 a.m. and remained posted until meeting convened.

Jan Vinson, City Secretary

PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Receive a report, hold a discussion and give staff direction regarding an update from Army Curtis, AIA on concepts for the partial renovation of City Hall first floor. (City Manager)

SUMMARY/BACKGROUND: Our responses to the COVID virus prompted many modifications to our normal processes and protocols for meeting in public and addressing distancing issues for Council, staff, and the public. We have also recognized that our City Hall building remains wide open and lacks any type of security barriers for its occupants nor does it present an easy and welcoming experience for visitors.

We have engaged Army Curtis, a local architect, to prepare an evaluation of our main first floor entry area to explore options for improving seating capacity in Council chambers, address the need for additional meeting room spaces, develop ideas for a more secured entrance, and create a Council meeting area that would better support social distancing protocols if needed in the future.

This effort is not a design plan for construction but merely an early schematic concept plan with preliminary cost estimates.

FINANCIAL:

No financial impact associated with this item at this time

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

Not Applicable

CITY CONTACT: Mario Canizares, City Manager
canizaresm@nactx.us
936-559-2501

ATTACHMENTS: 1. City Hall 1st Floor Presentation

CITY HALL RENOVATION
FOR
CITY OF NACOGDOCHES
NACOGDOCHES, TEXAS

REVISIONS

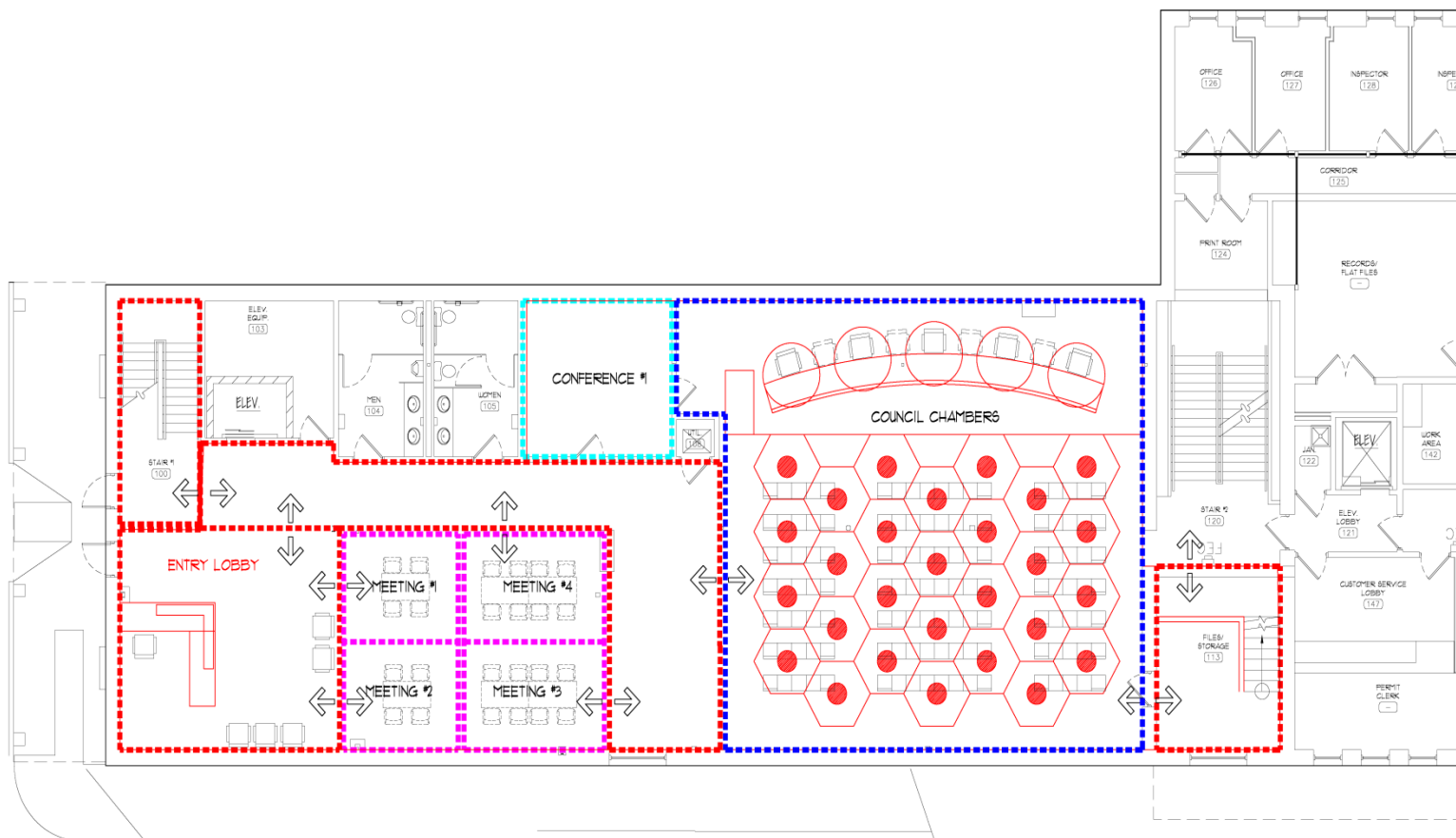
SHEET TITLE

DATE: MONTH x, 2010

SHEET

CE

PROJECT NO. 10-XX



1 MAIN FLOOR PLAN
SCALE: 3/16" = 1'-0"





City Hall Renovation Project Cost Worksheet

(ORIGINAL)

Total Construction Cost			\$861,000
Construction Non-Contract Cost:	5.0%		\$43,050
Furniture & Equipment:	5.0%		\$43,050
Technology:	5.0%		\$43,050
A & E Fee:	7.0%		\$60,270
Total Project Cost 2021 Dollars			\$1,050,420
Total Project Cost 2022 Dollars	Estimated Inflation	3%	\$1,081,933
Total Project Cost 2023 Dollars	Estimated Inflation	7%	\$1,157,668

The following items are included in the estimated Project Cost:

• Renovation of existing facility			\$820,000
4,100 sqft	\$200		
			\$0
sqft	\$75		
			\$0
sqft	\$580		
• Design and Estimating Contingency			\$41,000

1. Costs shown are estimated cost for end of year 2020 and have assumed estimated projected inflation rates using various construction industry data.
2. All non-contract, FF&E, technology and other soft cost percentages are estimated from actual most recently completed projects of similar scope and size.
3. Cost shown on this sheet excludes required property purchases and unknown site infrastructure considered not typical to a typical green field site.



City Council Meeting

Date: June 1, 2021

Agenda Item: 6.A.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes from May 18, 2021 regular meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. Minutes



Regular Session
Nacogdoches City Council
May 18, 2021 – 4:30 p.m.
City Council Room – City Hall
202 East Pilar Street

DRAFT

City Council present in person: Mayor Jimmy Mize, Council Members Roy Boldon, Amelia Fischer, Jay Anderson and Kathleen Belanger.

1. Called to order at 4:31 p.m.

2. Pledge of Allegiance.

3. **WORK SESSION:**

- A. Receive an update, hold a discussion and give staff direction regarding a list of planning studies and strategies to assist the City’s planning and economic development efforts.

During the December 15, 2020 and January 19, 2021 City Council meetings staff presented a list of long range studies and strategies to help the City create long-term plans regarding engineering, planning and economic development. City Manager Mario Canizares stated that based on City Council’s direction staff has been moving forward with advancing these initiatives including conducting the procurement process for the Downtown Master Plan and the City’s Comprehensive Plan.

City Planner Alaina Chafin discussed the scope of each plan, estimated costs, importance of the public engagement process and Request for Qualification (RFQ) process. Of the RFQ’s that were submitted staff interviewed three finalists for each study.

City Manager Mario Canizares recommended a public meeting on June 8, 2021 to explain the process, where we are in said process and future actions to the public and receive feedback. Because public engagement is so important, Mr. Canizares also recommended that City Council appoint a 9-member task force for each study that would work directly with the consultant and staff. Other recommendations included the contract award in mid June 2021 and kick-off projects in July or August 2021. Mr. Canizares reviewed timeline and consultants who submitted RFQ’s.

During public comment Nancy Neihaus stated she is glad to see community engagement in the process. Dr. Mikhail Kouliavtsev, Chairman of Economics and Finance Department at SFASU, was on the panel that interviewed the consultants. Dr. Kouliavtsev stated the community has not changed much in the fourteen years he’s lived in Nacogdoches. He also stated the City’s current plans are dated and should be updated. Dr. Kouliavtsev assured City Council that the proposals were carefully vetted and all the firms brought a lot of expertise with them

Mayor Mize discussed the history of downtown and the City of Nacogdoches, and the need to make downtown viable again.

Council Member Fischer expressed the need for robust community engagement during the process of creating the Downtown Master Plan and the Comprehensive Plan. Mrs. Fischer stated that once a consultant was chosen she would like to see details of the community engagement portion of the process.

Council Member Anderson agreed the updated plans are needed and a crucial first step in having direction regarding development in Nacogdoches. Mr. Anderson also asked that City Council is given time between the public meetings and consultant selection to digest the public’s comments prior to making a consultant selection.

Council Member Belanger stated multiple public meetings were needed prior to choosing a consultant and public input is important in determining the qualifications staff will seek in a consultant. She also stated that staff should go into the communities for input rather than just expecting citizens to come to City Hall. Council Member Belanger also asked to see the information submitted by the consultants as part of the RFQ.

Minutes unofficial until approved by City Council

Council Member Boldon stated he does not believe this project should move quickly. He also believes multiple public forums should take place once the consultant is chosen. Council Member Boldon believes the City needs to close the gap on getting information out to all communities.

City Council recommended two public meetings in late May or early June. A Work Session will be scheduled for the June 15, 2021 City Council meeting to receive feedback from both public meetings. Staff will present a consultant contract for approval at a City Council meeting in July, 2021.

4. No one spoke during Open Forum.

5. No items 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. Minutes from May 4, 2021 regular meeting and May 11, 2021 special meeting.

B. Consider approval of an interlocal agreement between the City of Nacogdoches and Nacogdoches County related to COVID-19 vaccine administration, outreach and assistance.

C. Consider an ordinance establishing temporary maximum speeds of motor vehicles in certain areas associated with the TxDOT US 59 Direct Connect Project.

D. Consider approving a gift/donation to the City of Nacogdoches, for the exclusive benefit of the City of Nacogdoches Animal Shelter, from the Estate of Glenda Herbert Watters, deceased.

E. Consider a resolution designating an authorized official and signatory for contractual documents pertaining to a multiple use agreement with Texas Department of Transportation to permit the City of Nacogdoches to construct, maintain, and operated a public speed and camera trailer within US Hwy 59 right-of-way.

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

7. **REGULAR AGENDA:**

A. **Public Hearing** – Discuss and consider a request for approval of historic overlay for Lots 29 and 5-B, City Block 35, located at 500 Forbes Street. Historic Overlay #2021-002.

This application was submitted by David W. Peterson, Jr. who is the property owner. Hanna Andersen, Assistant Community Services Director, stated this residence was constructed in 1899 and qualifies for historic overlay because it embodies the distinctive characteristics of a type or period of architecture, or method of construction. Notification letters were sent to surrounding property owners in April 2021 and the Historic Landmark Preservation Committee recommended approval on May 3, 2021. The request was heard by the Planning and Zoning Commission on May 10, 2021 with a recommendation to approve.

Mayor Mize opened the public hearing. No one spoke for or against and the public hearing was closed.

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

B. **Public Hearing** – Consider an ordinance amending the boundaries of a zoning district within the City of Nacogdoches from B-2 General Business to R-1 Single Family for Lot 2, Block 2 of the Linden Grange Addition, located at 120 Karle Street. This request has been submitted by Linda Holmes Sisk. Case File ZON2021-03.

This property is located at the intersection of North and Karle Streets in the Linden Grange Addition which was established as a residential subdivision. City Planner Alaina Chafin stated that when the City adopted its first zoning map the properties with frontage along North Street were rezoned to B-2 General Commercial. The Linden Grange Addition is primarily zoned R-1 and developed as single family except two of the lots that front North Street which are owned and maintained by the homeowners association.

Mrs. Chafin stated that during the building permit review staff realized the property was zoned B-2 General Business and property owner was notified. All work on the property has stopped until the request was heard by the Planning and Zoning Commission and City Council.

Notices were sent to surrounding properties and staff received three responses, two written and one verbal, in support of the request.

Planning and Zoning Commission heard this request on May 10, 2021 and recommended approval unanimously.

Mayor Mize opened the Public Hearing. No one spoke for or against and the public hearing was closed.

Council Member Anderson stated there is a need for processes that will remind our local contractors to confirm zoning before work begins.

Council Member Belanger noted a grammatical error in body of the staff report. Mrs. Chafin did verify the agenda item was correct as were all legal advertisements.

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

- C. **Public Hearing**: Consider an ordinance amending the boundaries of a zoning district within the City of Nacogdoches from R-1 Single Family to B-2 General Business for Lot OL 49, City Block 43, as described in a deed dated July 17, 2020, recorded in Document Number 2020-4460 of the Real Property Records of Nacogdoches County, located on the south side of West Main Street, approximately 200 feet west of Bremond Street. This request has been submitted by Brent Ivy of Ivy Gott Property LLC. Case File ZON2021-04.

City Planner Alaina Chafin stated the property owner is planning for a potential restaurant on the subject property. The area consists of a mix of land uses and furthers the goals and objectives of the comprehensive plan by encouraging inward growth.

Notices were mailed to eight property owners in the 200 foot notification area, courtesy notices mailed to property owners within 500 feet of the subject property and a zoning sign was posted on subject property. Staff received two responses to the notification letters both in favor of the request.

Planning and Zoning Commission heard this request at their regular meeting on May 10, 2021 and unanimously recommends approval.

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

- D. **Public Hearing**: Consider an ordinance amending the boundaries of a zoning district within the City of Nacogdoches from R-1 Single Family to B-2 General Business, for approximately 10.9 acres, being Lot 10A, City Block 64, located at 2827 Railroad Street. This request has been submitted by Warren Sparks. Case File ZON2021-01.

This item was heard on April 20, 2021 where City Council voted unanimously to postpone the public hearing to May 18, 2021 in order to explore alternatives for the development. The applicant has been operating a business on subject property for over 10 years and the subject property is zoned R-1 single family.

The Planning and Zoning Commission heard this item on April 12, 2021 and recommended denial of the zone request with a vote of 4 to 1.

Warren Sparks, property owner, stated he has been operating his business at this location for eighteen years. He has spent many years developing the property and maintaining the lake on the property. Mr. Sparks also stated he'd like to continue operating his business at 2827 Railroad Street and continue to keep his equipment at the same location.

Alex Thurman, neighbor, stated that Mr. Sparks consistently helps the neighborhood. Mr. Thurman stated he is in favor of the zone change.

David Connelly who lives at 2620 Railroad Street stated he was the one who filed the complaint against Mr. Sparks. Mr. Connelly's primary complaint is the noise the trucks make as they drive down the roads early in the morning.

City Council discussed spot zoning, planned development application, relocating the business, and alternative access to the business.

Council Member Jay Anderson moved denial; motion duly seconded by Council Member Kathleen Belanger and carried by unanimous vote.

City Council convened into Executive Session at 6:30 p.m.

- 8. **Executive Session:**
 - A. Consultation with City Attorney – Pursuant to Texas Government Code Section 551.074, 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 Shannon Williams versus The City of Nacogdoches, Texas, its former police officer Josh Anders, and The Overlook at Nacogdoches (apartment complex).

- 9. City Council convened in open session at 7:15 p.m. taking no action.

- 10. Meeting adjourned at 7:15 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary

PRESENTER: Steve Bartlett, Public Works Director

ITEM/SUBJECT: Consider a contract amendment for Saicam Electric to increase the maximum expenditure for electrical repair services from \$40,000 to \$65,000. (Public Works Director)

SUMMARY/BACKGROUND: In the absence of a staff electrician, electrical construction and repairs for Water Utility facilities, have been outsourced to two companies who provide on-call electrician services. Saicam Electric is one of two selected contractors that was issued an indefinite delivery - indefinite quantity contract on October 1, 2019. This contract had a not-to-exceed cap of \$40,000 which has now been exceeded. Electrical repair work needed within our water and wastewater plants has been more than expected this year, partially due to the ice storm in February.

Staff is requesting to modify the contract with Saicam Electric to increase their maximum fee to \$65,000. This increase should allow us to complete anticipated electrical work through the end of the fiscal year.

FINANCIAL:

Item is budgeted:

Account No.: 30.36.620.35

Account Name: *Water Production Water/Wastewater Facility Maint.*

Amount: \$10,000 additional

Account No.: 30.39.620.35

Account Name: *Wastewater Treatment Water/Wastewater Facility Maint.*

Amount: \$15,000 additional

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

Not Applicable

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

ATTACHMENTS: 1. Water Utilities Electrician_Saicam Electric Contract

CITY OF NACOGDOCHES GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of Nacogdoches**, a Texas Home-Rule Municipal Corporation (the “City”), and **Saicam Electric** (the “Contractor”), for the following work: **Water Utilities Electrician Services** as described in the Scope of Services attached as **Exhibit “A”**.

ARTICLE I PAYMENT AND TERM

1.1 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Forty Thousand and 00/100 Dollars (\$40,000)**.

1.2 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.3 City’s Payment and Approval. The City will pay Contractor as shown in **Exhibit “B”** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City’s receipt of the payment application and the City’s approval of the services.

1.4 Term. The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

1.5 Executed Contract. The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

ARTICLE II CHANGE ORDERS

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

(a) City Manager Approval. When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee 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 of the City must approve such change order prior to commencement of the services or work; and

(b) City Council Approval. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee 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 amount, the City Council of the City must approve such change order prior to commencement of the services or work.

(c) Increase in Scope. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article II of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

(d) Dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.2 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

4.1 The Contractor 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 services performed by the Contractor, its officers, agents, volunteers, and employees.

4.2 The Contractor's insurance shall list the City of Nacogdoches, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in **Exhibit "C"**. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "D"**.

ARTICLE V INDEMNIFICATION AND RELEASE

5.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE VI GENERAL TERMS

6.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

6.2 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred before the date of termination.

6.3 Venue. 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.

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

6.7 Boycott. 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.

6.8 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

6.10 Invalid Provisions. 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.

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor 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.

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

City of Nacogdoches
Attn: City Manager
PO Box 635030
202 East Pilar Street
Nacogdoches, TX 75961

Saicam Electric
Attn: Fidel Macias
6370 US Hwy 59 N
Lufkin, TX 75901
fmacias@saicamelectric.com

6.15 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

6.17 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

List of Exhibits

- A. Scope of Services
- B. Payment Schedule
- C. Insurance Requirements
- D. Certificates of Insurance

SAICAM ELECTRIC

By: *Fidel Macias*
Printed Name: Fidel Macias
Title: Supervisor
Date: 10-4-19

CITY OF NACOGDOCHES

By: *[Signature]*
City Manager
Date: _____

APPROVED AS TO FORM:

[Signature]
City Attorney
Date: 10/17/19

City of Nacogdoches
APPROVED AS TO CONTENT
[Signature]
Signature
10/18/19
Date

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

EXHIBIT B
PAYMENT SCHEDULE

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

EXHIBIT C INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- A.** Commercial General Liability
- B.** Business Automobile Liability
- C.** Workers' Compensation

II. General Requirements Applicable to All Policies:

- A.** Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- B.** Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit D; and shall be approved by the City before work begins
- C.** Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- D.** The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- E.** The City will not accept "claims made" policies
- F.** Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

III. Commercial General Liability

- A.** General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B.** Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C.** Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.
- D.** No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E.** The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- A.** Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.
- B.** Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- C.** Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D.** The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E.** The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers’ Compensation Insurance

- A.** Workers compensation insurance shall include the following terms:
 - 1.** Employer’s Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - 2.** “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy
 - 3.** TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY”

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2019

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 Integra Financial Group, Ltd. P.O. Box 409 Huntington TX 75949		CONTACT NAME: Nelia Ramos PHONE (A/C, No, Ext): 800-655-2159 E-MAIL ADDRESS: nruiz@integrainsuranceservices.com FAX (A/C, No): 800-584-4132	
		INSURER(S) AFFORDING COVERAGE INSURER A: HARTFORD INS CO OF THE MIDWEST	NAIC # 37478
INSURED Saicam Electric 6370 US Highway 59 N Lufkin, TX, 75901-5409		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 ☒ Y	N/A	Y	61WBCAB3WF1	04/25/2019	04/25/2020 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)

CERTIFICATE HOLDER City of Nacogdoches P.O. BOX 63530 202 East Pilar Street Nacogdoches TX 75961	CANCELLATION 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 Shane Tatum
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2019

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED SAICAM ELECTRIC 6370 US HIGHWAY 59 N STE B LUFKIN, TX 75901-5409		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: FEDERATED SERVICE INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
165-602-4		NAIC # 13935 28304	

COVERAGES

CERTIFICATE NUMBER: 23

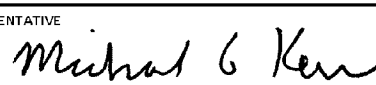
REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	Y	N	6077363	07/10/2019	07/10/2020	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	☒ BUSINESS OWNER'S LIABILITY						MED EXP (Any one person)	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMPIOP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY	Y	N	6077364	07/10/2019	07/10/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☒ SEE BELOW - 4A							
A	☒ UMBRELLA LIAB ☒ OCCUR	N	N	6077365	07/10/2019	07/10/2020	EACH OCCURRENCE	\$1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$1,000,000
	DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A				PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

CERTIFICATE HOLDER**CANCELLATION**

165-602-4 CITY OF NACOGDOCHES PO BOX 635030 NACOGDOCHES, TX 75963-5030	23 0	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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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 165-602-4

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED SAICAM ELECTRIC 6370 US HIGHWAY 59 N STE B LUFKIN, TX 75901-5409
POLICY NUMBER SEE CERTIFICATE # 23.0		
CARRIER SEE CERTIFICATE # 23.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 23.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SYMBOL 4A: AUTOMOBILE LIABILITY INCLUDES OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESSOWNERS LIABILITY.

INSURANCE PROVIDED BY THE BUSINESSOWNERS LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.

INSURANCE PROVIDED BY THE LIQUOR LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

- A. Paragraph C. Who Is An Insured** is amended to include as an additional insured any person or organization, other than a joint venture, for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

This additional insurance does not apply to:

1. An employee, association of employees or labor union, except with respect to work performed by or for you for such employee, association of employees or labor union under direct contract between you as contractor and such employee, association of employees or labor union as owners;
 2. Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
 3. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of or the failure in preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications or the performance of any other professional services by such person or organization; or
 4. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
- B.** The Coverage extended to any additional insured by this endorsement is limited to, and subject to, all terms, conditions, and exclusions of the coverage form to which this endorsement is attached.
- In addition, Coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C.** In the event that the Limits of Insurance shown in the Declarations exceeds the limits of liability required in a written contract or written agreement for an additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that written contract or written agreement.
- D. Additional Exclusions**
- The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "bodily injury", "property damage" or "personal and advertising injury" which occurs prior to the date of your contract with such person or organization;
 2. To "bodily injury" or "property damage" included within the "products - completed operations hazard"; or
 3. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

It is agreed that the insurance provided by any additional insured endorsement is primary. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:

Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.



City Council Meeting

Date: June 1, 2021

Agenda Item: 6.C.

PRESENTER: Jim Sevey, Police Chief

ITEM/SUBJECT: Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and City of Lufkin for the provision of law enforcement by aiding and assisting the participating law enforcement agencies during an emergency by assigning resources, equipment, and/or law enforcement personnel. (Police Chief)

SUMMARY/BACKGROUND: This agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of the Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency by assigning some of their resources, equipment, and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of the Agreement. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens during an emergency by enabling other law enforcement agencies to provide additional resources, equipment, and/or law enforcement personnel as needed. The City of Nacogdoches has participated in the past and this agreement merely updates the existing agreement.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Jim Sevey, Chief of Police
jsevey@nactx.us
936-559-2601

ATTACHMENTS: 1. Mutual Aid Agreement (City of Nacogdoches) 2021

Mutual Aid Agreement

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS MUTUAL AID AGREEMENT (the “Agreement”) is made and entered into by and between the City of Nacogdoches, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Nacogdoches City Council, and the City of Lufkin, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Lufkin City Council. This agreement is made pursuant to chapter 791 of the Texas Government code (the Interlocal Cooperation Act), as amended, and chapter 418 of the Texas Government code (the Texas Disaster Act of 1975), as amended.

Section 1

Purpose of Agreement

This agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of the Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency by assigning some of their resources, equipment, and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of the Agreement. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens during an emergency by enabling other law enforcement agencies to provide additional resources, equipment, and/or law enforcement personnel as needed.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment, and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or technological cause, including by not limited to fire, flood earthquake, wind, storm, hazardous materials spill, or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state, or federal government. Typical police emergencies include, but are not limited to: barricaded persons, hostage situations, sniper situations, or high-risk felony arrests.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Texas Commission on Law Enforcement Officer Standards and Education) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the state of Texas.

Stricken law enforcement agency: A participating law enforcement agency which has a primary jurisdiction over the site of the emergency but due to insufficient resources, equipment, and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

Each undersigned party agrees that in the event of an emergency, it will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or safety of its personnel.

It is expected that requests for mutual aid under the Agreement will be initiated only when the needs of the stricken agency exceeds its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present of the stricken law enforcement agency to request assistance from an aiding law enforcement agency, he is hereby authorized to do so under the terms of this mutual aid agreement.

The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment, and/or law enforcement personnel can be committed to the stricken law enforcement agency.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.

At the emergency site, the most senior officer of the stricken law enforcement agency present shall assume full responsibility and command for operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.

The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as deemed to be an Agreement for the benefit of any third party or parties, or no third party or parties shall have any right or action whatsoever hereunder for any cause whatsoever.

The participating agencies further agree that each agency will be responsible for defending its own respective entity and personnel in any action, claim, or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees arising from or related to such action, claim, or dispute.

The chief law enforcement officers of the participating agencies will establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated, and tested at regular intervals.

Section 4 Adoption

This mutual aid agreement shall be in full force and in effect when approved and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his/her law enforcement agency. Such authority is shown by the order attached hereto as "EXHIBIT A" and incorporated herein.

Section 5 Termination

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other agencies.

EXHIBIT A

Signatory Page

This signatory certifies that this mutual aid agreement has been adopted and approved by ordinance, resolution, memorandum of understanding, or other manner adopted by law.

City of Nacogdoches

City of Lufkin

Mayor _____ Date _____

City Manager _____ Date _____

Chief of Police _____ Date _____

Attest:

Attest:

Notary Public, State of Texas

Notary Public, State of Texas

Date _____

Date _____

PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of a change order to the construction contract of the 2020 Downtown Storm Sewer Rehabilitation Project in the amount of \$7,680.00. (Assistant Director of Public Works)

SUMMARY/BACKGROUND: The Downtown Storm Sewer Rehabilitation Project was awarded to Duplichain Contractors in 2020 and included rehabilitation of approximately 570 linear feet of existing storm sewer on S. Fredonia Street and removal and replacement of approximately 930 linear feet of existing storm sewer on S. Church Street to alleviate flooding issues caused by failures in the existing lines.

The original contract price for Duplichain Contractors was \$688,535.00. During construction, several construction items were identified as necessary additions to the project scope once excavations were underway, including additional concrete repair, pipe replacements and extensions not anticipated during design, as well as associated drainage inlets in these locations. Winter Storm Uri also significantly impacted the availability of resin required for the pipe liner necessitating a price increase for that material. The cumulative change order amount for the project is now requiring Council action to execute Change Order 2.

With these change orders, the new project cost would be \$745,905.00 which is well within the budget for this project. Staff recommends approval of Change Order 2 in the amount of \$7,680.00.

FINANCIAL:

Item is budgeted:

Account No.: 30 179.03

Account Name: *CIP Fredonia and Church St. Storm Sewer Replacement*

Amount: \$ 850,000

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

Infrastructure

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

ATTACHMENTS: 1. 2019 Church Street and South Fredonia Storm Sewer Duplichain CO 2

Change Order Request

Owner	Project	Date
City of Nacogdoches 202 E. Pilar St. Nacogdoches, TX 75964	Downtown Stormsewer Rehabilitation	May 20, 2021
Contractor	Engineer	Change Order
Duplicchain Contractors, LLP PO Box 637 Alto, TX 75925 Office: (972) 723-0802	Schaumburg & Polk Inc. 320 S. Broadway, Suite 200 Tyler, TX 75702 (903) 595-3913	No. 2

Item 19. Pre installation cleaning and tv 26lf x \$ 10.00 per lf = \$ 260.00
 Item 20. Post installation tv inspection 26lf x \$ 10.00 per lf = \$ 260.00
 New Item- Increase in Resin Material Costs 1ls x \$7,160.00 per ls = \$7,160.00

TOTAL = \$7,680.00

CONTRACT AMOUNT		CONTRACT TIMES	
Original Contract Amount	688,535.00	Original Contract End Date	6/4/21
Net Previous Change Orders	49,690.00	Net Previous Change Orders	0
This Change Order Amount	7,680.00	This Change Order Amount	35
New Contract Amount	\$ 745,905.00	Revised Contract End Date	7/9/21

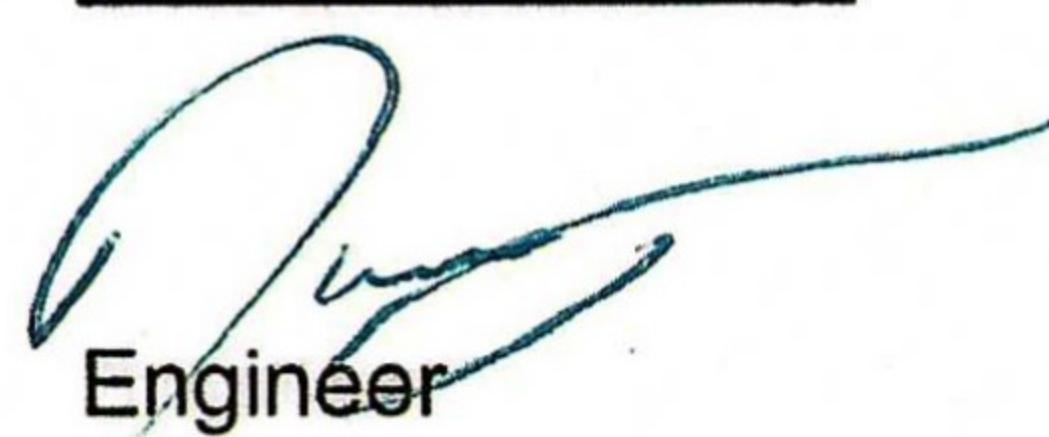
REASON FOR CHANGE REQUEST

Changes are required to adjust to field conditions discovered during construction and to address unanticipated material cost increases for resin required to line stormsewer piping.

Submitted By:

 5/24/21
 Contractor Date

Recommended By:

 5/24/2021
 Engineer Date

Approved By:

Owner Date



City Council Meeting

Date: June 1, 2021

Agenda Item: 6.E.

PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Consider the renewal of an agreement between City of Nacogdoches and Nacogdoches Economic Development Corporation (NEDCO) for the provision of personnel to conduct economic development services by the Nacogdoches Economic Development Corporation. (City Manager)

SUMMARY/BACKGROUND: NEDCO President/CEO and staff are City employees contracted to NEDCO for the purposes of completing economic development activities, similarly to the Convention and Visitor's Bureau employees. The City provides salary and other benefits as they do for other City employees. NEDCO compensates the City on a monthly basis for these costs.

This contract usually has a term of two years, however this year's contract has a term of 5 months to allow the NEDCO employee contract and the NEDCO services contract (which expires in October 2021) to be synced so that both contracts can be reviewed together each year with similar terms. The attached contract is similar to previous years' contracts with the exception of the term.

FINANCIAL:

No financial impact associated with this item

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

Economic Development

CITY CONTACT: Larissa Philpot, Economic Development Director
lphilpot@nedco.org
936-554-9980

ATTACHMENTS: 1. NEDCO City Employee Contract 6-2021 to 10-2021

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

For and in consideration of the agreements herein contained, the City and NEDCO hereby covenant and agree as follows:

Additionally, both the City and NEDCO find that the terms set forth in this Agreement are in furtherance of economic development and diversification activities for the stimulation, promotion, recruitment, and assistance of retail, industrial and manufacturing businesses to relocate to the City of Nacogdoches and Nacogdoches County. Moreover, the City and NEDCO find this agreement will further the expansion and/or retention of existing local business and will increase employment, reduce unemployment and underemployment and increase the local property and sales tax base; all of which further the public purpose of economic development.

The term of this Agreement shall begin upon the date on which the full completion of the following are attained: ~~proper authorization and execution of the Agreement by the City; proper authorization and execution of the Agreement by NEDCO. The Agreement shall remain in effect for a period of two (2) years.~~ The term of this agreement shall begin June 1, 2021, and shall remain

| in effect until September 30, 2021, and be renewable for additional one-year period if agreed upon by and between the City and NEDCO.

ARTICLE III Position and Duties

Although subject to ultimate oversight by the City, the Director and Staff will generally perform the duties traditionally provided by the “Executive Director” and support staff of NEDCO. The Personnel Committee and Board of Directors of NEDCO will be responsible for establishing the scope of desired economic development duties to be performed by the City under the Agreement. All such duties shall be directly related to the public purpose of economic development as set forth above in Article I of this Agreement.

It is expressly understood by and between NEDCO and the City that the Director and Staff are, and shall at all times be considered, direct employees of the City subject to all requirements, policies and benefits of other City employees.

ARTICLE IV Compensation

The Director and Staff will be City employees and will be paid as such by the City. The City will provide salary and other benefits (health insurance, retirement, etc.) to the Director and Staff as is customary for other City employees.

NEDCO will pay compensation to the City, which equals the actual costs incurred by the City for salary, related expenses and benefits directly associated with the services the Director and Staff provide to NEDCO. The City shall deliver a monthly invoice for said compensation to NEDCO, which NEDCO agrees to pay within thirty days of receipt.

The City will provide Director and Staff use of office space in City Hall located at 202 East Pillar Street. NEDCO will provide compensation to the City for economic development related travel expenses and associated dues, as well as provide computers and all other required office equipment and supplies as needed for the Director and Staff for the performance of duties required under this Agreement.

Outside of the fixed monthly payments to the City, NEDCO will have no other financial obligation to Director and Staff, unless Director and/or Staff and NEDCO enter into an ancillary agreement which is approved by the City.

The City will maintain complete and accurate records of all payrolls, expenditures, disbursements, and other items charged to NEDCO for a minimum of 4 years from the date of the termination of this Agreement. All such records will be clearly identifiable, and the City will allow NEDCO or its designated representatives to inspect, examine, copy, and audit all such records during regular business hours within 24 hours’ notice.

ARTICLE V

Performance Evaluation

NEDCO is vested with the ability to advise the City on any given action to be taken in regard to the hiring, overall job performance or termination of the Director and/or Staff; however, the final authority as to employment rests with the City. It is expressly understood by and between the City and NEDCO that the City will retain the ultimate authority to hire and terminate the Director and/or Staff.

ARTICLE VI

Termination

Either the City or NEDCO may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party.

ARTICLE VIII

Relationship of Parties

The relationship of NEDCO and the City shall be that of independent contractors as to all services performed hereunder. The doctrine of respondeat superior shall not apply as between the City and NEDCO, its officers, agents, servants, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and NEDCO.

Other than the terms specifically set forth herein, nothing in this Agreement shall allow or authorize NEDCO to bind or obligate the City as to any expense, obligation, duty or incentive.

ARTICLE IX

Miscellaneous

Non-Waiver

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Venue

Each party to this Agreement agrees if legal action is brought under this Agreement, exclusive venue shall lie in Nacogdoches County, Texas.

Governing Law

The validity of this Agreement and of any of its terms or provisions, as well as rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Severability

In case any one or more of the minor 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 provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Notice

Notices shall be written and mailed by certified mail or hand delivered to the chief executive officer of each party or such party's office.

Modification

This Agreement may be amended or modified by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

Headings

The headings of sections or paragraphs of this Agreement are for convenience purposes only and in no way control, contradict or limit contents of such sections or paragraphs.

Assignment

NEDCO may not assign this Agreement without prior written consent of City.

Open Records

NEDCO understands this Agreement and the services provided herein may subject all or part of NEDCO's records to the Texas Public Information Act, but only to the extent required by law.

Authority to Execute

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

NACOGDOCHES COUNTY ECONOMIC DEVELOPMENT CORPORATION,
a non-profit corporation

By: _____
GARY STOKES
Chairman of the Board of Directors, NEDCO

Date Signed: _____

CITY OF NACOGDOCHES,
a municipal corporation

By: _____
MARIO CANIZARES
City Manager, City of Nacogdoches

Date Signed: _____

Approved as to form:

JEFFERSON DAVIS
City Attorney, City of Nacogdoches

Approved as to content:

LARISSA PHILPOT
President/CEO, NEDCO



City Council Meeting

Date: June 1, 2021

Agenda Item: 7.A.

PRESENTER: Jimmy Mize, Mayor

ITEM/SUBJECT: Consider appointment of Mayor Pro Tempore and Vice Mayor Pro Tempore.
(Mayor Mize)

SUMMARY/BACKGROUND: The City of Nacogdoches Charter states, "On an annual basis the City Council shall choose a Chairman Pro Tempore and a Vice Chairman Pro Tempore to serve in the absence of the Chairman.

Currently Mayor Pro Tempore is Roy Boldon and Garth Hinze was Vice Mayor Pro Tempore.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS:

PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and National Industrial Maintenance, Inc. for the 2021 Street Crack Seal Project in a not-to-exceed amount of \$239,860.00. (Assistant Director of Public Works)

SUMMARY/BACKGROUND: On May 20, 2021, the City received bids for 2021 Street Crack Seal Project. Four (4) contractors submitted a bid as follows:

<i>National Industrial Maintenance</i>	<i>\$ 239,860.00</i>
Midway Sealcoating & Striping	\$ 257,280.00
Drewery & Wheaton	\$ 324,280.00
Straight Line Sawing & Sealing	\$ 667,320.00

National Industrial Maintenance was found to be the lowest responsible bidder. National Industrial Maintenance is an Indiana-based contractor and has not previously worked on a City project. Staff has contacted and reviewed several references for National Industrial Maintenance and has found them to be capable of this work.

This project will include routing out and sealing of cracks on thirty-two (32) residential streets throughout the City. This work is in advance of the 2021 Seal Coat Project which will provide a new sealed driving surface on these streets. These two projects comprise the first two of three paving objectives for 2021 as outlined in the Annual Street Maintenance Report.

It is recommended the low bid for this project be awarded to National Industrial Maintenance in the amount of \$239,860.00 for this work. This project will be funded by the Street Maintenance Fee budget.

FINANCIAL:

Item is budgeted:

Account No.: 27.90 680.30
Account Name: *Street Maintenance Fee*
Amount: \$999,356.60

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

Infrastructure

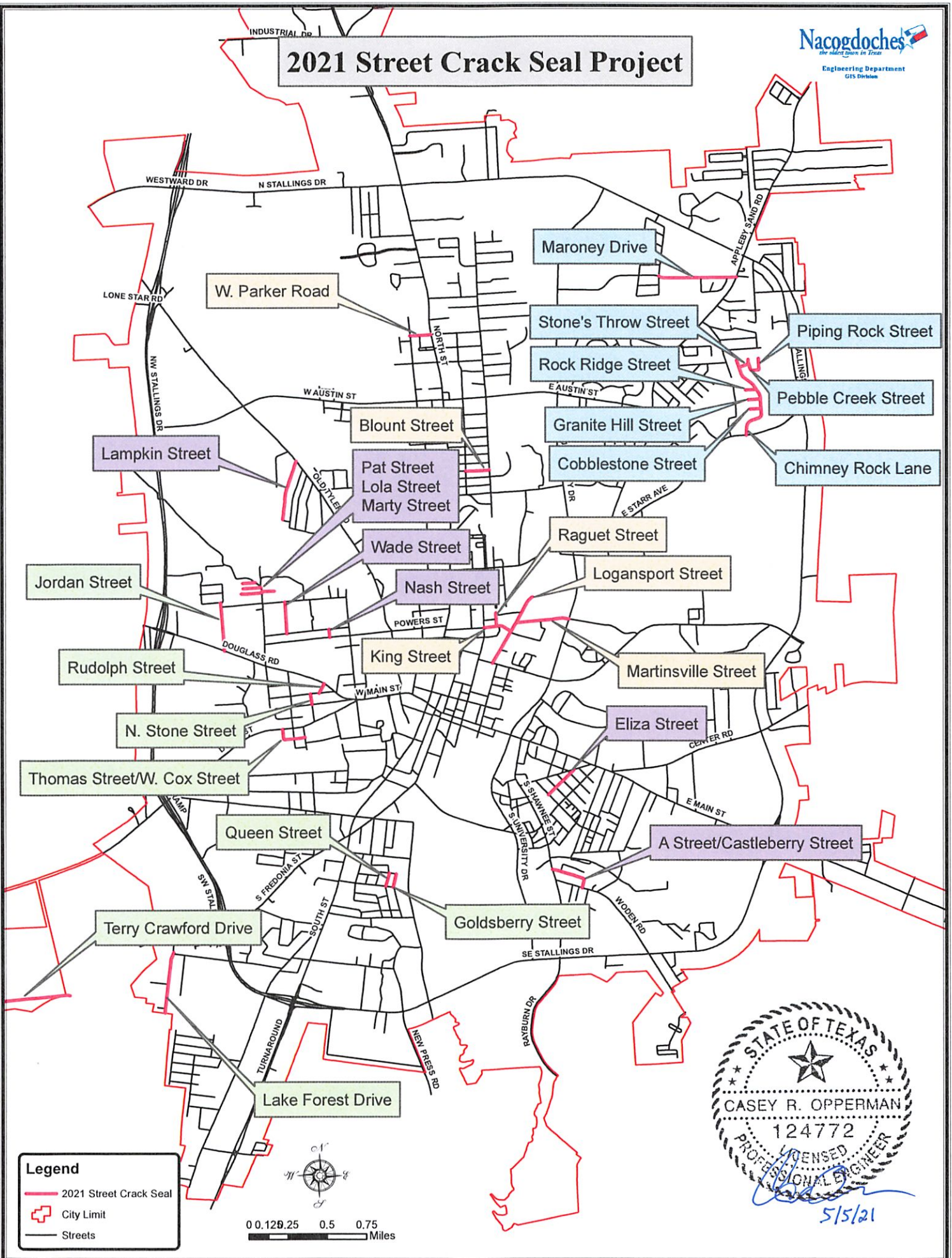
CITY CONTACT: Case Opperman - Assistant Director of Public Works
oppermanc@nactx.us
(936) 559-2515

- ATTACHMENTS:**
1. 2021 Crack Seal Bid Tab
 2. 2021 Street Crack Seal Map_Final
 3. 2021 Street Crack Seal Bid Award

				National Industrial Maintenance		Midway Sealcoating		Drewery & Wheaton		Straight Line Sawing & Sealing	
Item	Quan	Unit	Description	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
1.	134,000	LB	CRAFCO Polyflex III crack sealant or approved equal, installed by <i>Route & Seal Method</i> on selected city streets, including herbicide treatment, cleanup, all materials & labor; complete, in place	\$1.79	\$239,860.00	\$1.92	\$257,280.00	\$2.42	\$324,280.00	\$4.98	\$667,320.00
TOTALS					\$239,860.00		\$257,280.00		\$324,280.00		\$667,320.00



2021 Street Crack Seal Project



2021 Street Crack Seal Project

- Route & Seal Method for Cracks on Thirty-two (32) Residential Streets
- Precedes Seal Coating of Streets



Bid Amount:

<i>National Industrial Maintenance</i>	<i>\$ 265,960.00</i>
Midway Sealcoating & Striping	\$ 257,280.00
Drewery & Wheaton	\$ 324,280.00
Straight Line Sawing & Sealing	\$ 667,320.00



City Council Meeting

Date: June 1, 2021

Agenda Item: 7.C.

PRESENTER: Michael Self, Fire Marshall/Inspections

ITEM/SUBJECT: Receive a report on the after action review of Winter Storm Uri and the 2021 Hurricane Season and provide feedback and guidance. (Fire Department Division Chief)

SUMMARY/BACKGROUND: Staff will provide a report and seek input related to the after action review of Winter Storm Uri response and preparedness. Staff will also present information on the 2021 Hurricane Season and preparedness activities.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment

Infrastructure

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Michael Self, Fire Department Division Chief
selfm@nactx.us
936.559.2541

ATTACHMENTS: 1. Winter Storm AAR Self

EMERGENCY MANAGEMENT

Winter Storm Uri/ Hurricane Season 2021

Winter Storm Uri

Event Timeline

Winter Storm Uri

- Tuesday February 9th- Executive Staff Notified
- Friday February 12th- Preparations Made for Sheltering
- Saturday February 13th- Disaster Declaration Declared
- Sunday February 14th- Emergency Operations Meeting, Call Center, Virtual EOC

Winter Storm Uri

- ❑ Sunday Night into Monday- Approximately 8 inches of Snowfall
- ❑ Monday- Emergency Operation Center Opened
- ❑ Monday -Water System Issues due to Rolling Blackouts, TIFMAS Tender Requested
- ❑ Tuesday -Second Round of Snowfall and Ice Accumulations
- ❑ Tuesday- Fuel Shortages Began

Winter Storm Uri

- Wednesday Peak Emergency Calls, Major Power Outages Began
- Thursday -Water Plant Repaired, TIFMAS Tender Arrived
- Thursday- Water Distribution Began to Critical Facilities
- Friday -EMS Strike Team Arrives along with State Sheltering Team

Winter Storm Uri

- Saturday -Damage Assessment Tool Released to the Public, Inspections Department Opened
- Monday -City Facilities Opened and Boil Water Notice Cancelled
- Tuesday -Ambulance Strike Team and Sheltering Team Released
- Wednesday -Final Information Release



After Action Review

Issues Found and Mitigation Plans

Communications

□ Challenges

- Effectively communicating with staff and the general public

□ Solutions

- Communication Plan for Internal and External Customers
- Explore Diverse Communication Methods

□ Progress

- Preparing to launch revised mass communication system
- Planning for future events has been completed
- Meeting with community partners have begun including Emergency Management Partners, Red Cross, 21/7, Etc.

Fuel for City Response

□ Challenges

- Create a Fueling Plan to Ensure Supply for Emergency Response

□ Solutions

- Partner With Other Governmental Entities to Ensure Redundancy

□ Progress

- Plan is Under Development and Cost of Equipment is being Researched

Emergency Management Team

□ Challenges

- Create a “Ready to Go” Team
- Create Redundancy in all Positions

□ Solutions

- Provide Additional Training for Those Involved
- Seek Willing Personnel to Fulfill ICS Roles

□ Progress

- All Command Roles Have Been Filled
- Training Has Been Identified
- Position Redundancy is Ongoing

Infrastructure

❑ Challenges

- Review all Critical Infrastructure and Equipment

❑ Solutions

- Develop a Plan to Harden Critical Infrastructure

❑ Progress

- Review is Currently Taking Place
- Grant Funding is Being Sought Upgrade and Replace Needed Infrastructure

Education of Critical Partners

□ Challenges

- Continue Relationship with Hospitals, Nursing Homes, and Dialysis Centers

□ Solutions

- Provide Education on Needed Maintenance for Critical Components

□ Progress

- First Visit Before the End of July

Pre-staged Resources

- Challenges

- Self Sufficiency for City Staff

- Solution

- Stage Needed Resources for use During an Emergency

- Progress

- Water, Meals Ready to Eat, and Cots Have Already Been Acquired

2021 Hurricane Season

June 1st- November 30th

Predictions

- NOAA- 13-20 Named Storms
- Colorado State University- 17 Named Storms

- NOAA- 6-10 Hurricanes
- Colorado State University- 8 Hurricanes

- NOAA- 3-5 Major Storms
- Colorado State University- 4 Major Storms

Predictions

- Active Season Like the 2020 Season
- Over 70% Confidence in Their Predictions
- NOAA Will Update Their Predictions in August Prior to the Peak of the Season

Local Planning

- Communication With City Staff and Emergency Management Team
- Communication With Residents
- Training for Emergency Management Team
- Partnership With Local Governmental Entities
- Partnership With the American Red Cross
- Partnership With Local Volunteer Organizations



Emergency Preparedness

Looking to the Future

Members of Council

- Questions from the Council
- What guidance could you provide regarding the emergency response to past events?
- What direction would you provide the Emergency Management Team in regards to actions you would wish to see us continue and new services we could potentially provide?



City Council Meeting

Date: June 1, 2021

Agenda Item: 8.A.

PRESENTER: Larissa Philpot, Economic Development Director

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

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

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

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

Economic Development

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

ATTACHMENTS: