



City Council December 16, 2025

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

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

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

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.
4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approving the minutes from the November 18, 2025 and December 2, 2025, Regular City Council Meeting. (City Secretary)
 - B. Consider approval of a contract between the City of Nacogdoches and SCS Engineers for professional engineering services for Landfill Alternative Daily Cover Temporary Authorization and Permit Modification Preparation in the total amount of \$44,000.00. (Director of Public Works/City Engineer)
 - C. Consider approval of the purchase of a John Deere 3046R Compact Utility Tractor and Mid-Mount Side Discharge Mower from United Ag & Turf for A.L. Mangham Jr. Regional Airport operations, utilizing Sourcewell Purchasing Contract 112624-DAC, in the total amount of \$49,711.45. (Airport Manager)

- D. Consider approval of a contract renewal between the City of Nacogdoches and Brazos Transit District for public transit system services. (Executive Director of Development and Infrastructure)
 - E. Consider approval of a contract renewal between the City of Nacogdoches and Appleby Water Supply Corporation for wholesale water delivery. (Asst Director of Public Works/Asst City Engineer)
 - F. Consider approval of an upgrade to the City of Nacogdoches Dispatch Office phone system. (Director of Information Technology)
 - G. Consideration and approval of Failover Internet upgrade at City Hall. (Director of Information Technology)
6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
- A. Consider approval of Resolution 1405-12-25 regarding the submission of a Resilient Communities Program grant application by the City of Nacogdoches to the Texas General Land Office to develop an updated Comprehensive Plan. (Executive Director of Development and Infrastructure)
7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
- A. 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. (City Attorney)
8. Open for action if any, on Executive Session item (s).
9. ADJOURN.



Karen Hadnot
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

This meeting will be conducted pursuant to Chapter 551 of the Texas Government Code. The Council reserves the right to adjourn into Executive Session at any time during the meeting to discuss any of the above posted agenda, as authorized by Texas Local Government Code Sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [deliberations regarding economic development negotiations]. The City of Nacogdoches is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications may be provided upon request. Please contact the City Secretary at (936) 559-2506 for information. I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas 75961, on December 10, 2025, by 5:30 pm pursuant to Chapter 551 of the Texas Government Code.

Karen Hadnot, City Secretary



Regular Session
Nacogdoches City Council
November 18, 2025 – 5:30 p.m.
Council Chamber
202 E. Pilar Street
1112 North Street, Nacogdoches, TX

City Council present: Mayor Randy Johnson; Council Members, Kathleen Belanger; Blane Williams; Brad Maule; and Chad Huckaby

1. Called to order at 5:30 p.m.
2. Pledge of Allegiance.
3. Open Forum:

Mayor Johnson open the floor for public comments. Mayor called Andrew Arman who was not present. er in her unit. Mayor Johnson closed the open forum.

4. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA:

Mayor Johnson removed Consent Item 5B, Council Member Belanger removed 5E and 5F, and Council Member Maule removed 5G.

Mayor Johnson opened the floor for discussion for Consent agenda item 5B.

5B. Consider budget for the 2026 Historic Restoration Grant (HRG) cycle.

Jessica Sowell, the Community Services Director, presented consent agenda item 5B. She explained that staff requested to pull this item from the agenda due to a change in the attachment after it was posted.

Mrs. Sowell noted that this item is a standard annual request from the Council. It pertains to the budget for the 2026 historic restoration grant cycle. These grants have been awarded by the Historic Landmark Preservation Committee and the City Council since 1989. After the agenda was published, one of the applicants contacted us to withdraw their project and no longer wishes to proceed with the grant application. Consequently, the attachment in the agenda packet was updated. Mrs. Sowell clarified that the funds initially allocated to the applicant who withdrew will carry over to next year.

Council Member Belanger made a motion to approve the item submitted under consent item 5B. Council Member Williams seconded the motion, and it was unanimously approved.

5E. Recommendation to approve an application for participation in the Local Government Investment Cooperative (LOGIC), to provide the local government with an additional investment option focused on safety and liquidity.

5F. Recommendation to approve an application for participation in Texas Cooperative Liquid Assets Securities System Trust (TexasCLASS), enhancing the government’s investment options in line with safety and liquidity priorities.

Kevin Sardinia, the Assistant Director of Finance, then presented an item for approval regarding the application to join two new investment pools. The city currently participates in two investment pools, and incorporating these additional pools will enhance the diversification of our investments. Both pools comply with the Public Investment Act, which assists in mitigating risk through this diversification.

Council Member Belanger explained that she removed this item from the agenda because she found it interesting to see the various options being explored, especially regarding consent agenda items 5E and 5F. She emphasized the importance of sharing information about how the City can conserve funds and invest them wisely.

Council Member Belanger requested that Mr. Sardinia provide additional details about item 5F, noting that this information would be valuable for everyone's understanding.

Mr. Sardinia explained that the first investment pool is called Logic, while the second is the Success Class, which is commonly utilized by other municipalities. He emphasized that the goal is to diversify our investments by having as many options as possible, and that these two pools will greatly enhance our choices.

Council Member Belanger expressed her gratitude for the hard work put into exploring various options, highlighting the importance of expanding our investment opportunities.

A motion was made by Council Member Belanger to approve consent agenda item 5E. This motion was seconded by Council Member Williams and was unanimously approved.

Following that, Council Member Belanger made a motion to approve consent agenda item 5F, which was also seconded by Council Member Williams. This motion was unanimously approved as well.

5G. Consider approval of purchase of two (2) Ford F-150 Trucks and one (1) F-250 Truck from Tipton Ford, utilizing TIPS Cooperative Purchasing Contract #230204, in the total amount of \$16,0628.00.

Case Opperman, the Director of Public Works and City Engineer, spoke in favor of the request. Council Member Maule expressed his satisfaction with the decision to purchase vehicles from Tipton Ford, noting that he has long advocated for local buying. He found it encouraging to see this effort and expressed a desire for the city to prioritize local purchases more frequently.

Mr. Opperman clarified that he was not directly involved in the procurement process, explaining that the managers typically obtain quotes for the vehicles. However, he emphasized that they always strive to buy locally whenever possible. Recently, they have been successful in doing so, which is something they are excited about.

Council Member Maule made a motion to approve consent agenda item 5G, which was seconded by Council Member Huckaby. The motion passed unanimously.

5. CONSENT AGENDA:

Council Member Huckaby made a motion to approve the remainder of the consent agenda items. Council Member Maule seconded the motion, and it was unanimously approved.

6. REGULAR AGENDA:

Mayor Johnson called the next item on the Regular Agenda.

6A. Receive a presentation from the Mid-American Baseball League concerning the Nacogdoches team name competition and results.

Jessica Sowell, the Community Services Director, came forward to present the request. Mrs. Sowell stated that she would provide a brief introduction before handing it over to Nick Weisenborn, our lead commissioner for Mid America.

Mrs. Sowell explained that, as you all know, the Council approved a contract with Nacogdoches Sports and Entertainment LLC in June, which allowed for the formation of this team. Once the team was established, we initiated a team-naming contest.

Nick Weisenborn, the lead commissioner for Mid America, will now give a presentation to reveal our team's name. He will share some information about the league, explain why we chose Nacogdoches, and discuss the opportunities we offer.

The league was founded in 2024 and consists of eight teams located in Arkansas, Missouri, Texas, and Kansas. We play a 64-game schedule, with 32 home games set to take place between late May and early August. What makes our league unique is our hybrid roster model. It primarily consists of collegiate players, meaning you will see athletes from SFA and other local colleges participating. Additionally, we allow professional players who have exhausted their eligibility elsewhere to join our league. This provides them a chance to showcase their skills and potentially get re-signed by affiliated or independent baseball teams, giving them a fantastic opportunity to continue their careers.

I am also pleased to introduce Jace Green as the general manager of the Nacogdoches franchise. He is a local resident of Nacogdoches, which was one of our main criteria when interviewing candidates. I am confident that he will be an excellent fit for this franchise. Our goal is simple: we want to put smiles on people's faces. Through our entertainment, regardless of the score, we want everyone to leave happy.

With that, I invite Jace Green to introduce our new team name: the Niners.

6B. CVB Annual Report and Marketing Plan.

Ashley Morgan, the Director of the Convention & Visitors Bureau, presented the request. She introduced her staff along with their respective titles. Additionally, Miss Morgan mentioned that they had won both the People's Choice and Judges' Choice awards for Best Website at the Destinations Texas annual conference.

Mrs. Morgan informed the Council that they would be discontinuing the visitor app, a decision made by the Board due to a noticeable decline in its usage. The funds that were allocated for the app have now been reallocated. Additionally, Mrs. Morgan provided clarity on how visitors are counted during her PowerPoint presentation, which she reviewed in detail.

For the budget years 2024-2025, Mrs. Morgan stated that they have budgeted \$670,000, and for the year 2025-2026, the budget is set at \$734,500. She mentioned that the majority of the budget will be allocated towards repairs and improvements.

Council Member Belanger inquired about who determines how the hotel occupancy tax (HOT tax) is used. Mrs. Morgan explained that the guidelines for its usage are established by state law.

Mayor Johnson made a motion to approve Regular Agenda Item 6B regarding the budget. The motion was seconded by Council Member Huckaby and received unanimous support.

6C. Consider approval of Resolution 1401 -11-+25 regarding acceptance of the 2025 Airport Layout Plan for the A.L. Mangham Jr. Regional Airport; and authorize the City Manager to execute any and all necessary documents.

Colin Smith, the Airport Manager, came forward to present the request. He stated that they are nearing the finalization of the airport layout plan project. Mr. Smith noted that this project will serve as a roadmap for airport development over the next 20 years and beyond. This ten-month planning project will conclude with a comprehensive airport development plan that includes numerous supporting exhibits.

Mr. Smith introduced the consultants for the project: Carrie Campbell, Tony Davis, and Jeff Borwick. Mr. Tony Davis, a consultant, came forward to provide a summary of the A.L. Mangrum Jr. 2025 Regional Airport Layout Plan project. He presented a detailed PowerPoint presentation and reviewed each slide thoroughly. Mr. Davis emphasized that as consultants, our role is to offer advice and recommendations, while the airport management possesses a deeper understanding of the facility.

Mr. Davis explained the funding for the project and highlighted the necessity of having an updated airport layout plan to secure future funding. He mentioned that the planning process is divided into three distinct categories. The overall plan illustrates all the potential developments being considered. Mr. Davis pointed out that the presented projects are subject to change; they can be shifted from one phase to another as necessary. Additionally, he noted that the plan includes provisions for hotel and restaurant development, and that significant projects may receive funding from the FAA and TX Dot. Mr. Davis also clarified what expenditures are ineligible for grant money.

Mayor Johnson expressed the importance of moving forward with the projects.

Council Member Maule asked if any actions had been taken with the bond money. Mr. Smith responded that the runway project was completed using bond funds. Mr. Davis added that all the materials related to the project are available on the website.

A motion was made by Council Member Huckaby to approve Regular Agenda Item 6C. Mayor Johnson seconded the motion, and the vote was unanimous.

- 6D. Public Hearing: Discuss and Consider action on zoning Case ZON2025-13 regarding a zone change from A, Agriculture to B-1, Local /business, on a portion of two (2) tracts of land approximately 4.31 acres± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 24725, being Lots 44-D and 44-F City Block 54; and generally located northwest of the intersection of Park Street and N.E. Stallings Drive, Nacogdoches, Texas

Juan Pollette, the City Planner, presented the request and provided a staff report to the Council. He submitted a PowerPoint presentation, going through each slide in detail.

Mr. Pollette noted that the comprehensive plan designates the subject properties as commercial on the future land use map. This designation supports retail, service, and office uses. He mentioned that notices were mailed to property owners within 200 and 500 feet of the site. A neighborhood meeting was organized at the recreation center, where only one neighboring resident attended. The resident had general questions but did not object to the request.

Mayor Johnson then opened the floor for public comments. Since there were none, he closed the public comment period.

Next, Mayor Johnson opened the floor for comments from the Council. Again, there were no comments, so he closed this portion as well.

Motion was made by Council Member Maule to approve zoning Case ZON2025-13 regarding a zone change from A, Agriculture to B-1, Local /business, on a portion of two (2) tracts of land approximately 4.31 acres± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 24725, being Lots 44-D and 44-F City Block 54; and generally located northwest of the intersection of Park Street and N.E. Stallings Drive, Nacogdoches, Texas. Council Member Huckaby seconded the motion with unanimous vote being recorded.

- 6E. Public Hearing: Discuss and consider action on Specific Use Permit Case SUP2025-05 regarding a Specific Use Permit request for the expansion of an existing Mini Warehouse Storage facility in a B-2, General Business district on one (1) parcel of land approximately 2.35 acres ± in size, more particularly described by Nacogdoches central Appraisal District Parcel 82326; and located at 5210 S. E. Stallings Drive, Nacogdoches, Texas

Juan Pollette, the City Planner, presented the staff report on a request for a specific use permit to allow the expansion of an existing mini warehouse storage facility. Mr. Pollette submitted a PowerPoint presentation to the Council. He explained that the facility, originally constructed in 2017, did not receive a specific use permit at that time. He noted that the proposed expansion aligns with the existing zoning pattern and the surrounding land use. Property owners within a 200-foot radius were notified, but no responses were received. Additionally, a neighborhood meeting was conducted, but no surrounding property owners attended.

Mayor Johnson then opened the floor for public comments; however, there were none, so the floor was closed.

Mayor Johnson opened the floor for Council discussion. Council Member Huckaby inquired whether any additional conditions had been added. Mr. Pollette responded that there were none. Mayor Johnson then closed the floor for discussion.

Motion was made by Council Maule to approve Specific Use Permit Case SUP2025-05 regarding a Specific Use Permit request for the expansion of an existing Mini Warehouse Storage facility in a B-2, General Business district on one (1) parcel of land approximately 2.35 acres ± in size, more particularly described by Nacogdoches central Appraisal District Parcel 82326; and located at 5210 S. E. Stallings Drive, Nacogdoches, Texas. Council Member Huckaby seconded the motion with unanimous vote being recorded.

- 6F. Public Hearing: Consider approval of an Ordinance of the City of Nacogdoches Texas, Amending Chapter 34-“ Environment,” Article V- “Noise and Vibrations” and Chapter 118-Zoning”, Article VII-“Performance Standards”, of the Code of Ordinances of the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective date.

Jerry Baker, the City Attorney, came forward to represent the request and provide the staff report. Mr. Baker reminded the audience that a workshop was held in April 2025, where several discussions took place regarding how to address a potential conflict in the provisions. He noted that our Code Enforcement and Police Departments were not aware of the provisions outlined in Chapter 118, as they exist within the zoning ordinance. The goal is to address this discrepancy and consolidate the information into one section.

Mr. Baker stated that the purpose of the amendment is to clarify and update the language in Chapter 34 related to the use of sound equipment and vehicles.

Mayor Johnson then opened the floor to public comments. With none presented, he closed the floor.

Mayor Johnson made a motion to approve Ordinance of the City of Nacogdoches Texas, Amending Chapter 34-“ Environment,” Article V- “Noise and Vibrations” and Chapter 118-Zoning”, Article VII-“Performance Standards”, of the Code of Ordinances of the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective date. Motion was seconded by Council Member Huckaby with unanimously vote recorded.

- 6G. Consider approval of an Ordinance of the City of Nacogdoches, Texas. Amending Chapter 94-“Taxation”, Article IV-“Hotel Occupancy Tax”, Division 1-“ Generally” and Division 2- “Assessment and Collection”, of the Code of Ordinance of the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing and effective date.

Jerry Baker, the City Attorney, presented the staff report regarding a request related to delinquent hotel occupancy tax payments from the past year. Mr. Baker noted that some aspects of the ordinance were outdated, prompting updates by the legislature regarding the assessment of interest on any delinquent tax payments. The proposed amendments aim to align the ordinance with current tax code laws.

Motion was made by Council Member Belanger to approval of an Ordinance of the City of Nacogdoches, Texas. Amending Chapter 94-“Taxation”, Article IV-“Hotel Occupancy Tax”, Division 1-“ Generally” and Division 2- “Assessment and Collection”, of the Code of Ordinance of the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing and effective date. Council Member Williams seconded the motion, with unanimously vote being recorded.

7. **ADJOURNED:** 7:18 p.m.

A full recording of the Regular City Council Meeting for November 18, 2025, may be viewed here: [Regular City Council Meeting - 20251118](#)

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Karen Hadnot, City Secretary



Regular Session
Nacogdoches City Council
December 2, 2025 – 5:30 p.m.
Council Chambers
202 E. Pilar, Nacogdoches, TX

City Council present: Mayor Randy Johnson; Council Members, Kathleen Belanger; Blane Williams; Brad Maule; and Chad Huckaby

1. Called to order at 5:30 p.m.
2. Pledge of Allegiance.
3. Open Forum:

Mayor Johnson opens the floor for public comments. There being none. The floor was closed

4. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA:

There being no item removed for the consent agenda.

5. CONSENT AGENDA:

Council Member Huckaby made a motion to approve Consent Agenda Items. Council Member Maule seconded the motion, which was unanimously approved.

6. REGULAR AGENDA:

Mayor Johnson called the next item on the Regular Agenda.

- 6A. Consider acceptance of the Downtown Projects Implementation Strategy final report from The Goodman Corporation.

Michael Neu, the Executive Director of Infrastructure and Development, introduced Elizabeth Whitten, the principal at the Goodman Corporation. Ms. Whitten is here to present the final report on the downtown implementation strategy. Mr. Neu explained that in February 2025, the City contracted Goodman to identify strategic actions aimed at improving downtown, diversifying our economy, and achieving these goals without placing additional debt on taxpayers. Ms. Whitten will share the findings of their research, along with insights from our discussions and feedback received from the public and various stakeholders.

Ms. Whitten presented an overview of her PowerPoint presentation. She referred to the page numbers for the City Council, noting that the PowerPoint was not available. However, the City Council had a printed version of the presentation.

Ms. Whitten reported that the team has been working on five tasks: general project management and coordination, as well as reviewing previous work. She emphasized their goal to build on and leverage the efforts that have already been made. Currently, they are focusing on parking and parking facilities. In addition, they have examined the other three strategic projects and worked on a couple of grant applications.

Ms. Whitten mentioned that they have made significant efforts to engage stakeholders throughout the process. A technical advisory committee has met five times, and a public survey received approximately 700 responses, which represents about 2% of the community.

Ms. Whitten mentioned that during her last conversation with the Council, the emphasis was on parking. She indicated that the current focus has shifted to the parking recommendations. Ms. Whitten provided an overview of the centralized parking facility and highlighted that pages 28 and 29 of the presentation contain extensive information about parking. Additionally, she explained the importance of parking for downtown.

Ms. Whitten provided a thorough overview of the plan, which includes green space and an expansion of the park. She also highlighted potential funding opportunities. Ms. Whitten mentioned that the city can begin the design phase and progress through it over the next year. She pointed out that the plan suggests transferring the use of four buildings.

Ms. Whitten provided extensive details about funding, presenting various methods to secure it. She mentioned that they have already submitted one grant application and are currently working on a second. Ms. Whitten emphasized that the project has the majority of the grant applications in place.

Council Member Belanger inquired whether the approval process was intended to gather public input. City Manager Beverlin clarified that public input had been sought on the general concepts and stated that there would be ample opportunities for public input in subsequent phases. Council Member Belanger asked if the plan could be made available on the city website. City Manager Beverlin confirmed that it would be posted online. Mayor Johnson remarked that this process has been ongoing for some time, and it is now essential to make a decision and move forward. Council Member Maule echoed the sentiment, stating that it is indeed time to advance with the plan.

Council Member Huckaby inquired whether the plan legally binds the City to any commitments. City Attorney Jerry Baker responded that it does not; the City is simply accepting the report. Huckaby emphasized that the Goodman report will guide the City's future actions.

Council Member Huckaby also asked when the appendices would be available, to which Ms. Whitten replied that they would be ready the following week.

Mayor Johnson then made a motion to approve the final report on the Downtown Projects Implementation Strategy from The Goodman Corporation. Council Member Maule seconded the motion, and it passed with a unanimous vote.

- 6B. Consider approval of Resolution 14047-12-25 regarding the submission of a Fiscal Year 2025 Disaster Supplemental Grant Program application by the City of Nacogdoches to the Economic Development Administration for federal funding assistance to construct a parking facility in the downtown area of Nacogdoches.

Michael Neu, the Executive Director of Infrastructure and Development, presented the request and delivered the staff report. He noted that the federal administration has released a disaster supplemental notice of funding opportunities for declared disasters occurring in 2023 and 2024. According to Mr. Neu, the funding for each construction project will range from \$2 million to \$20 million. He emphasized that this represents a significant amount of money and that the competition is highly competitive.

Mr. Neu mentioned that in Texas and our area, amidst the many disasters across the country, the Economic Development Administration (EDA) is considering projects with funding amounts of up to approximately \$5 million each. He highlighted that Goodman recommended that the City of Nacogdoches pursue funding for a proposed downtown parking project. Mr. Neu provided in-depth details about the grant, its goals, and the city's application request for approximately \$14.9 million from the EDA. He stated that while the city is asking for the funding they need, they will also plan for the possibility of receiving a lower amount.

Mr. Neu stated that we will keep the public informed about the goals we are achieving and the milestones we are reaching. Council Member Belanger inquired whether the city has an advantage due to its rural or non-metro status. Mr. Neu pointed out that while we may not have as significant an advantage as some other cities, we are still part of a disaster declaration region.

Council Member Belanger then made a motion to approve Resolution 14047-12-25, which pertains to the submission of a Fiscal Year 2025 Disaster Supplemental Grant Program application by the City of Nacogdoches. This application seeks federal funding assistance from the Economic Development Administration to construct a parking facility in downtown Nacogdoches. Council Member Williams seconded the motion, and it passed with a unanimous vote.

7. EXECUTIVE SESSION

The Mayor and Council adjourned into Executive Session at 6:42pm

7A. Council Member Huckaby made a motion to approve the letter of intent regarding the Elliot Building parking garage as presented in closed session. Council Member Maule seconded the motion, and a unanimous vote was recorded.

7B. No action.

8. ADJOURNED: 7:38p.m.

A full recording of the Regular City Council Meeting for December 2, 2025, may be viewed here: [Regular City Council Meeting – 20251202](#)

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Karen Hadnot, City Secretary

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract between the City of Nacogdoches and SCS Engineers for professional engineering services for Landfill Alternative Daily Cover Temporary Authorization and Permit Modification Preparation in the total amount of \$44,000.00. (Director of Public Works/City Engineer)

SUMMARY/BACKGROUND: The FY25-26 budget for capital equipment includes a Finn Alternate Daily Cover Machine for use at the landfill which City Council approved for purchase in November 2025. These machines save valuable airspace by preventing waste from being covered daily with several yards of dirt as required by the Texas Commission on Environmental Quality (TCEQ). The Finn machine uses a paper-type mixture similar to a hydromulch application to spray over the top of waste at the end of the day.

The use of any alternative daily cover is regulated by the Texas Commission on Environmental Quality (TCEQ) regulation 30 TAC 330.165(d) which requires that alternative daily cover may only be allowed by temporary authorization followed by a permit modification. An initial temporary authorization will be applied for a period of 180 days. A second temporary authorization will be requested for an additional 180 days.

SCS Engineers has provided a quote to prepare a temporary authorization and permit modification to use spray-on products as alternative daily cover at the landfill in the amount of \$44,000.00 as follows:

Task 1: Initial Temporary Authorization, TCEQ Permit/Registration Modification and Status Reports to TCEQ – \$17,500

Task 2: Second Temporary Authorization, Modification to Temporary Authorization as Needed, Status Reports to TCEQ – \$9,500

Task 3: Prepare Permit Modification, Landowner List and Map, Submittal to TCEQ – \$17,000

Budget is available for this contract in the FY25-26 Sanitation Disposal operating budget.

FINANCIAL:

Item is budgeted:

Account No.: 31.41 630.71

Account Name: *Sanitation Disposal - Consulting Services*

Amount: \$ 44,000

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

Infrastructure

CITY CONTACT: Case Opperman, PE – Director of Public Works/City Engineer
oppermanc@nactx.us
(936) 559-2515

ATTACHMENTS: 1. Contract

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

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

**ARTICLE I
Scope of Services**

- 1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit A**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **Alternative Daily Cover Temporary Authorization and Permit Modification Preparation** (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 **Forty-Four Thousand and 00/100 Dollars (\$44,000.00)**.

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

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

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

ARTICLE IV

Conceptual Design

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

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

ARTICLE V

Preliminary Design

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

ARTICLE VI

Final Design

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

ARTICLE VII

Bid Preparations & Evaluation

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

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

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

ARTICLE VIII

Construction Administration

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

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

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

- ~~a. The RPR will generally deal directly with the contractor and report to the Consultant, who in turn will report to the City. The RPR works under the direction of the Consultant. The RPR may communicate directly with the City, but only with the knowledge of the Consultant.~~
- ~~b. The RPR will not normally direct the work of the contractor but shall observe its compliance with the plans and specifications and report such directly to the Consultant. The RPR can communicate any concerns directly to the contractor, but all observed conditions will always be given to the Consultant as well.~~
- ~~c. If the RPR observes unsafe conditions, or other potentially hazardous conditions that might risk life and safety to anyone, he/she will immediately report such to the~~

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

- ~~d. The RPR shall, on behalf of the Consultant, make and keep as-built drawings in the field to record any variances from the original designs shown in plans and specifications.~~
- ~~e. The RPR shall keep and maintain inspection reports for each day he/she is present on the project site. These reports shall be made available to the City at the end of the project. The daily reports shall include times of observations, activities observed, materials used or delivered to the job, problems encountered and solutions or adjustments made in the field.~~
- ~~f. The RPR shall review pay estimates from the contractor, on behalf of the Consultant, to verify the quantity and quality of work requested for payment. At no time will the RPR approve pay estimates, contract addendums, modifications, or change orders involving changes in the contract price.~~
- ~~g. The RPR shall be present to observe and witness all testing of on-site equipment and installed materials under the direction of the Consultant.~~

~~8.04 The Consultant shall keep the City informed of the progress and quality of the work through periodic project meetings and written monthly status reports. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.~~

~~8.05 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.~~

~~8.06 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.~~

~~8.07 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall,~~

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

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

ARTICLE IX

Change Orders & Documents & Materials

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

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

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

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

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

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

ARTICLE X

Warranty, Indemnification & Release

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

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

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

FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR ITS AGENTS, EMPLOYEES, SUB-CONTRACTORS, ORDER FULFILLERS, OR CONSULTANTS UNDER CONTRACT TO CONSULTANT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT.

10.06 CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONSULTANT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR THE CITY'S AND /OR CONSULTANT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE CITY BY CONSULTANT OR OTHERWISE TO WHICH THE CITY HAS ACCESS AS A RESULT OF CONSULTANT'S PERFORMANCE UNDER THE CONTRACT.

10.07 CONSULTANT AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM UNDER 10.05 OR 10.06. CONSULTANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE OF ANY LAWSUIT SHALL BE COORDINATED BY THE CONSULTANT WITH THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND CONSULTANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. IF THE CITY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONSULTANT OR IF THE CITY IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, THE CITY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CONSULTANT WILL PAY ALL REASONABLE COSTS OF THE CITY'S COUNSEL.

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

~~whole or in part by the City, any other party released hereunder, the Consultant, or any third party.~~

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

ARTICLE XI

Insurance

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

ARTICLE XII

Use of Drawings, Specifications and Other Documents

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

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

ARTICLE XIII

Termination

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

ARTICLE XIV

Miscellaneous Terms

- 14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.
- 14.02 The City, or if State funds are used to pay any part of this contract, the State Auditor, may conduct an audit or investigation of any entity receiving funds directly under this contract or indirectly through a subcontract under the contract. Acceptance of funds under the contract or through a subcontract under the contract acts as acceptance of the authority of the City or the State Auditor to conduct an audit or investigation. Consultant agrees to cooperate and must provide the City and/or State Auditor with access to any information the City and/or State Auditor considers relevant to the investigation or audit. The Consultant agrees to refund to the City any overpayments disclosed by any such audit.

- 14.03 The Consultant shall retain all such records for a period of four (4) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
- 14.04 Consultant hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, Business and Commerce Code Ann., Section 15.01, et seq.
- 14.05 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:
- City of Nacogdoches
Attn: City Manager
202 East Pilar Street
P.O. Box 635030
Nacogdoches, Texas 75961
- Consultant:
SCS Engineers
Attn: Jeff Reed
12651 Briar Forest Drive, Suite 205
Houston, Texas 77077
- 14.06 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14.07 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 14.08 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.
- 14.09 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 14.10 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Nacogdoches, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus,

and agencies. The Consultant must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

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

- (a) Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- (b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
- (c) **Antitrust.** Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- (d) **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions>.
- (e) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- (f) **Convictions.** Under Sections 2155.006, 2155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.

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

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

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

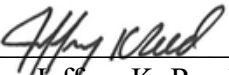
14.12 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

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

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

SCS ENGINEERS

12651 Briar Forest Drive, Suite 205 Houston,
Texas 77077

By: 
Printed Name: Jeffrey K. Reed
Title: Vice President
Date: 12/3/25
Firm Registration No.: F-3407

CITY OF NACOGDOCHES

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

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

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

Exhibits A & B
Scope of Services and Payment Terms and Schedule

November 7, 2025

Mr. Cary Walker
Public Works Manager
City of Nacogdoches
202 East Pilar St.
Nacogdoches, Texas 75961

(sent via e-mail)

Subject: Proposal to Prepare a Temporary Authorization and Permit Modification for Use of Spray On Products as Alternative Daily Cover at the City of Nacogdoches Landfill

Dear Mr. Walker:

Per your request, SCS Engineers (SCS) is pleased to offer this proposal to the City of Nacogdoches (City) to prepare a temporary authorization and permit modification to use spray on products as alternative daily cover at the City of Nacogdoches Landfill.

The use of any alternative daily cover (ADC) is regulated by the TCEQ regulation 30 TAC 330.165(d). This requires that ADC may only be allowed by temporary authorization followed by a permit modification. An initial temporary authorization will be applied for a period of 180 days. A second temporary authorization will be requested for an additional 180 days.

Use of alternative daily cover is limited to a 24-hour period after which either waste or daily cover must be placed.

SCOPE OF SERVICES

Task 1: Initial Temporary Authorization

SCS will prepare an initial temporary authorization for submittal to the TCEQ. This submittal will consist of a temporary authorization letter, a TCEQ Permit/Registration Modification and Temporary Authorization Application Form, a TCEQ Core Data Form, and a check to the TCEQ for \$150 as required.

The temporary authorization letter will consist of:

- A description and minimum thickness of the alternative material to be used;
- Its effect on vectors, fires, odors, and windblown litter and waste;
- The application and operational methods to be utilized at the site when using this alternative cover material;
- Chemical analysis of the material and/or the Material Safety Data Sheets (MSDS) for the alternative material; and
- Any other pertinent characteristic, feature, or other factors related to the use of this alternative cover material.

SCS will meet with City Staff to determine the parameters that will be used when applying the ADC. Those parameters will be used to develop discussions to address the TCEQ requirements as detailed above. SCS will coordinate with the City in reviewing the selected ADC provider for the landfill, and then request the necessary chemical analysis or MSDS of the ADC material for inclusion in the application to the TCEQ.

SCS has budgeted for minor TCEQ comments (approximately \$1,000). Since it is difficult to determine the extent of TCEQ comments, SCS will review the comments and if additional budget is required, will contact the City prior to addressing the comments for approval of additional funds.

A written status report will be prepared and submitted to the TCEQ every two months during the 180-day temporary authorization as required. This status report will include usage logs, listing the days the ADC was used; and contain information describing the effectiveness of the ADC material, any problems that may have occurred, and corrective action required as a result of such problems. SCS will assist the City with the preparation and submittal of the status reports.

SCS has not included any cost in this proposal to test runoff from areas that have alternative daily cover for compliance with TPDES storm water discharge limits.

Task 2: Second Temporary Authorization

Per TCEQ guidelines, a second temporary authorization is required. SCS will prepare a second temporary authorization for submittal to the TCEQ. This submittal will consist of a temporary authorization letter, a TCEQ Permit/Registration Modification and Temporary Authorization Application Form, and a TCEQ Core Data Form.

SCS will modify the initial temporary authorization to incorporate any changes that were made as a result of the initial 180 day operation. SCS staff will meet with City Staff to determine any parameters that have changed during the initial authorization period.

SCS has budgeted for minor TCEQ comments (approximately \$1,000). Since it is difficult to determine the extent of TCEQ comments, SCS will review the comments and if additional budget is required, will contact the City prior to addressing the comments for approval of additional funds.

As mentioned in Task 1, a written status report will be prepared and submitted to the TCEQ every two months during the 180-day temporary authorization. SCS will assist the City with the preparation and submittal of the status reports.

Task 3: Permit Modification

During the second 180 day temporary authorization period, SCS will prepare a permit modification request for submittal to the TCEQ. This submittal will consist of a permit modification submittal letter, a TCEQ Permit/Registration Modification and Temporary Authorization Application Form, a TCEQ Fee Submittal Letter, a check to the TCEQ for \$150, landowner list and map, a clean version of the permit modification request and a redline/strikeout version of the permit modification request.

Specifically, SCS will modify Appendix A of the Site Operating Plan to incorporate the requirements of 30 TAC 330.165 (d). These modifications will address:

- A description and minimum thickness of the alternative material to be used;
- Its effect on vectors, fires, odors, and windblown litter and waste;
- The application and operational methods to be utilized at the site when using this alternative material;
- Chemical analysis of the material and/or the Material Safety Data Sheets (MSDS) for the alternative material; and
- Any other pertinent characteristic, feature, or other factors related to the use of this alternative material.

SCS will meet with City Staff to determine the parameters that will be used when applying the ADC. Those parameters will be used to develop discussions to address the TCEQ requirements as detailed above.

This permit modification is a notice modification. SCS will prepare the landowners list and map and conduct the mailing of the public notice when the permit modification is approved.

SCS has budgeted for minor TCEQ comments (approximately \$1,000). Since it is difficult to determine the extent of TCEQ comments, SCS will review the comments and if additional budget is required, will contact the City prior to addressing the comments for approval of additional funds.

SCHEDULE

SCS proposes to initiate work immediately upon receipt of notice to proceed from the City and expects to submit a draft temporary authorization for the City's review in January 2026 or sooner if desired.

The term of this project is approximately 16 months.

FEE

SCS proposes to perform Tasks 1, 2 and 3 on a time and material, not-to-exceed without client authorization basis. SCS estimated fees for each task are summarized below.

Task	Description	SCS Fee
1	Initial Temporary Authorization, TCEQ Permit/Registration Modification and Status Reports to TCEQ	\$17,500
2	Second Temporary Authorization, Modification to Temporary Authorization as Needed, Status Reports to TCEQ	\$9,500
3	Prepare Permit Modification, Landowner List and Map, Submittal to TCEQ	\$17,000
Total		\$44,000

Any additional Services that the City may request with regards to this project (i.e.: meetings, preparing bi-monthly status reports, testing of runoff from areas that have alternative daily cover for compliance with TPDES limits) or other tasks, will constitute a change order for additional services, or prepared as additional task orders.

Mr. Walker
November 7, 2025
Page 4

If you have any questions, comments, or require any additional information, please feel free to contact Jeff Reed at (281) 635-0062.

Sincerely,



Marcos R. Elizondo
Project Director
SCS ENGINEERS



Jeffrey K. Reed, P.E.
Vice President
SCS ENGINEERS

cc: Case Opperman, P.E. – City of Nacogdoches
Jason Vickery, P.E. – City of Nacogdoches

Exhibit C

Insurance Requirements

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

I. Standard Insurance Policies Required:

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

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

III. General Requirements Applicable to All Policies

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

IV. Commercial (General) Liability requirements:

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

V. Business Automobile Liability requirements:

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

VI. The worker's compensation insurance requirements:

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

VII. Professional Liability requirements:

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

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

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

3/31/2026

DATE (MM/DD/YYYY)
03/26/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Steadfast Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16535 26387
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COVERAGES**CERTIFICATE NUMBER:** 18259734**REVISION NUMBER:** XXXXXXXX

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 ☒ PROJECT ☒ LOC OTHER:	Y	Y	GLO 0112778-10	03/31/2025	03/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	BAP 0112780-10	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
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 N	N/A	WC0112779-10	04/01/2025	04/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Env Prof (E&O)- Prof Liab - Claims Made	N	N	PEC 0112862-10	03/31/2025	03/31/2026	Per Claim: \$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)

RE: SCS Project # 16209006.XX. Job Description: Architectural & Engineering Professional Services Contract - City of Nacogdoches LF, 4602 Northwest Stalling Dr., Nacogdoches 75964. Commercial General Liability Deductible \$10,000, Auto Liability Deductible \$10,000, Workers' Compensation Deductible \$0, and Professional Liability Deductible \$100,000. The Professional Liability retroactive date is 04/01/1970. The City of Nacogdoches is included as additional insured on a primary and non-contributory basis in accordance with the policy provisions of the Commercial General Liability policy. Continued on the next page.

CERTIFICATE HOLDER**CANCELLATION**

See Attachments

18259734 City of Nacogdoches Attn: City Manager PO Box 635030 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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A Waiver of Subrogation in favor of the City of Nacogdoches in accordance with the policy provisions of the Commercial General Liability and Workers' Compensation policies.

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 0112778-10	Effective Date: 03/31/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a) Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and noncontributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER:GLO 0112778-10

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV -- Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number: WC0112779-10

(Ed. 6-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY
 WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED
 PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION
 BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR
 THAT PERSON AND/OR ORGANIZATION

☐ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCL

PRESENTER: Colin Smith, Airport Manager

ITEM/SUBJECT: Consider approval of the purchase of a John Deere 3046R Compact Utility Tractor and Mid-Mount Side Discharge Mower from United Ag & Turf for A.L. Mangham Jr. Regional Airport operations, utilizing Sourcewell Purchasing Contract 112624-DAC, in the total amount of \$49,711.45. (Airport Manager)

SUMMARY/BACKGROUND: The proposed purchase will serve the Airport as a double-duty aircraft tug vehicle and field mower. It is common for a regional airport to have a tug for towing and maneuvering corporate, private, and charter jet aircraft on the ground. However, our airport does not currently have tug capability for jet aircraft, and there have been numerous times City staff have had to borrow private tow/tug equipment. In order to accommodate anticipated increases in jet traffic associated with the new Wild Spring Dunes golf resort in Rusk County, larger aircraft towing will be needed. With limited pavements for self-parking large aircraft, it will be important to be able to use this tug to tow aircraft in/out of tighter parking configurations. Subsequent purchases of additional towbar heads to fit other common heavy aircraft will be budgeted and purchased as future demand dictates.

Lawn mowers also play a vital role in airport operations and maintenance. This tractor will be ordered with a 72-inch mower attachment to replace the smaller 52-inch riding mower purchased in 2003. This tractor also comes with an enclosed cab which provides all-weather protection and allows the operator to listen to the aviation radio while mowing along the runway and taxiways, adding another layer of airport traffic safety and awareness.

This item is currently budgeted under the Airport FBO Operations Fund for fiscal year 2026. United Ag & Turf is also under Sourcewell cooperative purchasing contract 112624-DAC, which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D).

FINANCIAL:

Item is budgeted:

Account No: 32.13.680.25

Account Name: *Airport FBO Operations Equipment & Machinery*

Amount: \$102,000.00

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

CITY CONTACT: Colin Smith, Airport Manager

ATTACHMENTS: 1. Quote Summary

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

United Ag & Turf
3927 NW Stallings Drive
Nacogdoches, TX 75964
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
3927 Nw Stallings Drive
Nacogdoches, TX 75964
936-564-7303
NacogdochesJD@unitedagt.com

Quote Summary**Prepared For:**

COLIN SMITH
CITY OF NACOGDOCHES
COLIN SMITH
214 E PILAR ST
NACOGDOCHES, TX 75961
Mobile: 936-552-9331
SMITHCM@NACTX.US

Delivering Dealer:

United Ag & Turf
NASH EDDINGS
3927 Nw Stallings Drive
Nacogdoches, TX 75964
Phone: 936-564-7303
nasheddings@unitedagt.com

Quote Id: 33590112
Created On: 17 November 2025
Last Modified On: 21 November 2025
Expiration Date: 17 December 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 3046R Compact Utility Tractor (34 PTO hp) Contract: Sourcewell Grounds Maint 112624-DAC (PG BT CG 76) Price Effective Date: November 16, 2025	\$ 45,023.51 X	1 =	\$ 45,023.51
JOHN DEERE 72D in. AutoConnect™ 7-Iron Mid-Mount Side Discharge Mower (2R Large Frame, 3R Series, and 3120-3720 Tractor) Contract: Sourcewell Grounds Maint 112624-DAC (PG BT CG 76) Price Effective Date: November 16, 2025	\$ 4,687.94 X	1 =	\$ 4,687.94
Equipment Total			\$ 49,711.45

Trade In Total**\$ 0.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 49,711.45
Trade In	
SubTotal	\$ 49,711.45
Total	\$ 49,711.45
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 49,711.45

Salesperson: X_____**Accepted By: X**_____

Selling Equipment

Quote Id: 33590112

Customer Name: CITY OF NACOGDOCHES

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

United Ag & Turf
3927 NW Stallings Drive
Nacogdoches, TX 75964
US

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

United Ag & Turf
3927 Nw Stallings Drive
Nacogdoches, TX 75964
936-564-7303
NacogdochesJD@unitedagt.com

JOHN DEERE 3046R Compact Utility Tractor (34 PTO hp)

Contract: Sourcewell Grounds Maint
112624-DAC (PG BT CG
76)

Price Effective Date: November 16, 2025

Selling Price *
\$ 45,023.51

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0291LV	3046R Compact Utility Tractor (34 PTO hp)	1	\$ 39,600.00	18.00	\$ 7,128.00	\$ 32,472.00	\$ 32,472.00
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1795	Less Loader	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2060	Deluxe Cab with Air Ride Seat	1	\$ 11,978.00	18.00	\$ 2,156.04	\$ 9,821.96	\$ 9,821.96
2650	Less Radio	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3330	Dual Mid & Single Electrohydraulic Rear SCV	1	\$ 1,275.00	18.00	\$ 229.50	\$ 1,045.50	\$ 1,045.50
3420	Mid PTO	1	\$ 933.00	18.00	\$ 167.94	\$ 765.06	\$ 765.06
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5220	15-19.5 (6PR, R4 Industrial, 2 Position)	1	\$ -122.00	18.00	\$ -21.96	\$ -100.04	\$ -100.04
6220	25x8.50-14 (6PR, R4 Industrial, 2 Position)	1	\$ 74.00	18.00	\$ 13.32	\$ 60.68	\$ 60.68
Standard Options Total			\$ 14,138.00		\$ 2,544.84	\$ 11,593.16	\$ 11,593.16
Dealer Attachments/Non-Contract/Open Market							
LVB2484 4	External Mirror Kit (Cab Only)	1	\$ 264.00	18.00	\$ 47.52	\$ 216.48	\$ 216.48
LVB2485 1	Horn Kit (Cab Only)	1	\$ 51.70	18.00	\$ 9.31	\$ 42.39	\$ 42.39
BXX1109 4	Cab Beacon Light Kit	1	\$ 324.59	18.00	\$ 58.43	\$ 266.16	\$ 266.16
LVA1492 7	BRACKET, MID MOUNT MOWER SUPPORT	1	\$ 424.98	0.00	\$ 0.00	\$ 424.98	\$ 424.98



Selling Equipment

Quote Id: 33590112

Customer Name: CITY OF NACOGDOCHES

ALL PURCHASE ORDERS MUST BE MADE OUT**TO (VENDOR):**

United Ag & Turf
3927 NW Stallings Drive
Nacogdoches, TX 75964
US

ALL PURCHASE ORDERS MUST BE SENT**TO DELIVERING DEALER:**

United Ag & Turf
3927 Nw Stallings Drive
Nacogdoches, TX 75964
936-564-7303
NacogdochesJD@unitedagt.com

19M7785 SCREW, FLANGED, METRIC	3	\$ 1.94	0.00	\$ 0.00	\$ 5.82	\$ 5.82
19M7788 SCREW, FLANGED, METRIC	1	\$ 2.52	0.00	\$ 0.00	\$ 2.52	\$ 2.52
Dealer Attachments Total		\$ 1,073.61		\$ 115.26	\$ 958.35	\$ 958.35
Value Added Services Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price		\$ 54,811.61		\$ 9,788.10	\$ 45,023.51	\$ 45,023.51

JOHN DEERE 72D in. AutoConnect™ 7-Iron Mid-Mount Side Discharge Mower (2R Large Frame, 3R Series, and 3120-3720 Tractor)

Contract: Sourcewell Grounds Maint
112624-DAC (PG BT CG
76)

Price Effective Date: November 16, 2025

Selling Price *
\$ 4,687.94

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
7027LV	72D in. AutoConnect™ 7-Iron Mid-Mount Side Discharge Mower (2R Large Frame, 3R Series, and 3120-3720 Tractor)	1	\$ 3,780.00	18.00	\$ 680.40	\$ 3,099.60	\$ 3,099.60
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1008	AutoConnect™ Mower Lift - 3 Series Cab	1	\$ 1,937.00	18.00	\$ 348.66	\$ 1,588.34	\$ 1,588.34
	Standard Options Total		\$ 1,937.00		\$ 348.66	\$ 1,588.34	\$ 1,588.34
Value Added Services Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 5,717.00		\$ 1,029.06	\$ 4,687.94	\$ 4,687.94

PRESENTER: Mike Neu, Executive Director of Development and Infrastructure

ITEM/SUBJECT: Consider approval of a contract renewal between the City of Nacogdoches and Brazos Transit District for public transit system services. (Executive Director of Development and Infrastructure)

SUMMARY/BACKGROUND: This item proposes to renew a recently expired contract between the City and Brazos Transit District (BTD) for public transit system services. BTD operates [three \(3\) fixed bus routes](#) in the city from 5 a.m. to 7 p.m., Monday through Friday, as well as Demand and Response bus service and ADA Paratransit bus service. The original contract was executed October 7, 2008, and last renewed August 4, 2020. The proposed contract is for a 5-year term with an annual rate (local share) of \$47,250.00, which will be paid in twelve monthly installments. The annual rate proposed is the same as the previous contract. The contract effective date will be September 1, 2025, and will terminate August 31, 2030. This item is budgeted in the General Fund for fiscal year 2026.

FINANCIAL:

Item is budgeted:

Account No: 01.75.630.92

Account Name: *General Fund, Mass Transit Operating Fee*

Amount: \$47,250.00

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

CITY CONTACT: Mike Neu, Executive Director of Development and Infrastructure

ATTACHMENTS:

1. Contract redline
2. Contract clean



Brazos Transit District

Agreement for Transportation Services

PARTIES AND OBJECTIVES

The objective of this Contract is for the City of Nacogdoches to retain the services of Brazos Transit District, for the citizens of the City of Nacogdoches, for a public transit system. This Contract is made in Brazos County, Texas on this _____ day of _____, 202~~5~~9, by and between Brazos Transit District, hereinafter referred to as "BTD" and the City of Nacogdoches, hereinafter referred to as "City".

CONTRACT PERIOD

This Agreement shall be for a period of five (5) years, commencing on ~~October~~September 1, ~~2020-2025~~ and expiring on ~~September-August~~ 31~~0~~, ~~2025~~2030. This Agreement is contingent upon funding appropriated by the City. Likewise, continuation of service is contingent upon local share from the City.

CONSIDERATION

The City shall pay as consideration for the services of BTD as delineated in this section for its local share to BTD. Reimbursement shall be \$47,250.00 per year, provided to BTD in twelve (12) equal monthly installments of \$3,937.50.

ROUTES AND SCHEDULES

BTD shall be responsible for establishing all routes, schedules, operational hours, and operational days. In establishing such, BTD shall consider, to the most practical extent possible, the advice and desires of the City. Service levels will be maintained equal to the services provided during the current calendar year, provided state and federal funds are available to BTD to provide such service and local share provided by the City.

ADMINISTRATION

BTD shall be the sole agent responsible for the administration of the public transit system.

INSURANCE

BTD shall maintain general liability insurance at the rate prescribed by regulatory authorities and applicable to public transit services and shall furnish the City with proof of such coverage prior to commencement of operations and at such times as requested by the City.

HOLD HARMLESS

BTD shall indemnify and safe harmless the City and its agents from harm or damages of any character, type or description brought or made for on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the alleged negligent acts of BTD, or its agents and employees, in the execution of performance of this Agreement.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Brazos County, Texas.

SERVICE OF NOTICE

Any notice required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the City, at The City of Nacogdoches, 202 E. Pillar, Nacogdoches, Texas 75691, and in the case of BTD at ~~1759 N. Earl Rudder Freeway~~2117 Nuches Ln., Bryan, Texas 77803, or any other address which either party may subsequently designate in writing to

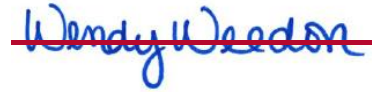
the other party.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties herein described. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless such are reduced in writing.

BRAZOS TRANSIT DISTRICT

CITY OF NACOGDOCHES



Wendy Weedon
~~Chief Deputy CEO/General Manager~~ Executive Officer

~~Jim Sevey~~ Richard B. Beverlin, III
~~Interim City Manager~~ Mayor ~~City Manager, City of~~
~~Nacogdoches~~

~~August 5, 2020~~

Date

Date



Brazos Transit District

Agreement for Transportation Services

PARTIES AND OBJECTIVES

The objective of this Contract is for the City of Nacogdoches to retain the services of Brazos Transit District, for the citizens of the City of Nacogdoches, for a public transit system. This Contract is made in Brazos County, Texas on this _____ day of _____, 2025, by and between Brazos Transit District, hereinafter referred to as "BTD" and the City of Nacogdoches, hereinafter referred to as "City".

CONTRACT PERIOD

This Agreement shall be for a period of five (5) years, commencing on September 1, 2025 and expiring on August 31, 2030. This Agreement is contingent upon funding appropriated by the City. Likewise, continuation of service is contingent upon local share from the City.

CONSIDERATION

The City shall pay as consideration for the services of BTD as delineated in this section for its local share to BTD. Reimbursement shall be \$47,250.00 per year, provided to BTD in twelve (12) equal monthly installments of \$3,937.50.

ROUTES AND SCHEDULES

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ADMINISTRATION

BTD shall be the sole agent responsible for the administration of the public transit system.

INSURANCE

BTD shall maintain general liability insurance at the rate prescribed by regulatory authorities and applicable to public transit services and shall furnish the City with proof of such coverage prior to commencement of operations and at such times as requested by the City.

HOLD HARMLESS

BTD shall indemnify and safe harmless the City and its agents from harm or damages of any character, type or description brought or made for on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the alleged negligent acts of BTD, or its agents and employees, in the execution of performance of this Agreement.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Brazos County, Texas.

SERVICE OF NOTICE

Any notice required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the City, at The City of Nacogdoches, 202 E. Pillar, Nacogdoches, Texas 75691, and in the case of BTD at 2117 Nuches Ln., Bryan, Texas 77803, or any other address which either party may subsequently designate in writing to the other party.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties herein described. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless such are reduced in writing.

BRAZOS TRANSIT DISTRICT

CITY OF NACOGDOCHES

Wendy Weedon
Chief Executive Officer

Richard B. Beverlin, III
City Manager

Date

Date

PRESENTER: Jason Vickery, Assistant City Engineer

ITEM/SUBJECT: Consider approval of a contract renewal between the City of Nacogdoches and Appleby Water Supply Corporation for wholesale water delivery. (Asst Director of Public Works/Asst City Engineer)

SUMMARY/BACKGROUND: The City of Nacogdoches provides potable water under a wholesale water supply agreement to a number of purveyors in Nacogdoches County, including Appleby Water Supply Corporation (AWSC). Nacogdoches has made treated water available to AWSC through a single metered connection north of the City on Appleby Sand Road, and AWSC typically uses water from this connection as an emergency backup when they encounter a loss of production within their water well network. From 2016 to 2023, AWSC consumed an average of 3 million gallons of water per year from the City. Since 2024, however, AWSC has only needed a total of 100 gallons of City water.

Our current agreement with AWSC recently expired, and they are requesting a renewal of their wholesale water supply contract for a term of 10 years effective December 1, 2025, through November 30, 2035. Other existing wholesale water supply agreements with the City include Lilly Grove SUD, D&M WSC, Nacogdoches County MUD 1, Melrose WSC, and Woden WSC.

Some contract highlights include:

- City agrees to supply up to 83,333.00 gallons per day at the connection point.
- AWSC will implement their Drought Contingency Plan if requested by the City.
- Water use is billed at a rate of 1.5 times the City's residential rate.
- AWSC will maintain a backflow prevention device at the connection point.

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: Jason Vickery
Asst Director of Public Works/Asst City Engineer
vickeryj@nactx.us
936-559-2518

ATTACHMENTS: 1. Wholesale Water Supply Contract - Appleby WSC - 2025

CONTRACT FOR WATER SERVICES
BETWEEN THE CITY OF NACOGDOCHES AND
APPLEBY WATER SUPPLY CORPORATION

STATE OF TEXAS §

COUNTY OF NACOGDOCHES §

This contract and agreement is made and entered into by and between the City of Nacogdoches, a municipal corporation and home rule city, located in Nacogdoches County, Texas, acting by and through the undersigned, its duly authorized agent, hereinafter called "City" and Appleby Water Supply Corporation, a nonprofit water supply corporation subject to Chapter 67 of the Texas Water Code, located in Nacogdoches County, Texas, acting by and through Jim West its duly elected and authorized President, hereinafter called "AWSC".

WHEREAS, City has provided at its own expense, and now owns, operates and maintains facilities for processing and distributing treated water, and at the present time is qualified and authorized to furnish and deliver treated water within Nacogdoches County; and,

WHEREAS, AWSC operates and maintains facilities for processing and distributing treated water to its customers; and

WHEREAS, AWSC may require an additional treated water supply source for daily operations or emergencies; and

WHEREAS, it is deemed to be in the best interest of both City and AWSC that said parties do enter into a mutually satisfactory agreement by means of which AWSC may obtain from City an agreed amount specified below of treated water at reasonable rates and terms; and

WHEREAS, by the execution of this Contract, neither City nor AWSC will surrender any of its rights to the ownership and operation of its present water production and distribution facilities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of the mutual covenants, promises and agreements contained herein, City and AWSC do hereby covenant and agree as follows:

1.

TERMS AND CONDITIONS

1.1 City agrees to furnish and sell to AWSC treated potable water meeting all requirements of the Safe Drinking Water Act, the Texas Commission on Environmental Quality, the Environmental Protection Agency, and other applicable regulations for water quality and delivery. Treated potable water may be from groundwater wells or a surface water source, or a mixture of both. AWSC agrees to accept treated water as-is with all chemical or natural constituents that may be normal from a treated potable groundwater or surface water source. City agrees to furnish a volume not to exceed **83,333.00** gallons per day on a thirty-day average ("gpd") from December 1, 2025 until November 30, 2035 beginning December 1, 2025 for the remainder of the term of this Contract. City shall deliver water to AWSC at the rate of up to 450 gallons per minute and at a minimum pressure of 35 psi under normal operating conditions and 25 psi under emergency operating conditions. AWSC agrees to accept delivery under the conditions of this Contract and to pay for the same in accordance with the terms herein. The temporary loss of pressure or supply due to supply line breaks, power failures, floods, fires, and use of water to fight fires, earthquakes or other emergencies shall excuse City from this provision for such reasonable period of time as may be necessary to restore service.

1.1.1 AWSC will be allowed to connect and withdraw water from the designated interconnection points and will only be billed for water received through its point of delivery.

1.1.2 City will use commercially reasonable efforts to remain in position to furnish water as herein contracted to be sold to AWSC, and at all times AWSC will be considered by the City as a regular outside City limit water customer, even during water conservation measures as outlined in the City adopted Drought Contingency Plan.

1.2 At such times as the City decides it is necessary to limit or ration water within its system under the provisions of its Drought Contingency Plan or any other emergency action, the City shall notify AWSC of the conservation Stage currently in effect, and AWSC shall immediately implement all the provisions of the City's Drought Contingency Plan for any service areas that use water supplied by the City. AWSC is not obligated to implement the provisions of City's Drought Contingency Plan to areas of their system that have alternative water supply sources. City shall provide current and updated copies of its Drought Contingency Plan to AWSC on a periodic basis. Additionally, during the term of this Contract, AWSC shall at all times maintain a fully implemented water conservation plan consistent with rules promulgated by the Texas Commission on Environmental Quality.

1.3 City shall use its best efforts to timely notify AWSC of significant service interruptions.

2.

LOCATION AND MAINTENANCE OF MEASURING DEVICES

- 2.1 One or more suitable meters shall measure all water furnished under this Contact by City. City shall pay all costs associated with the operation and maintenance of said appurtenances (or meters) as necessary.
- 2.2 The point of delivery of treated water by City is designated as the meter vault(s) located at the physical point(s) of interconnection between the two water systems. All mains and distribution facilities beyond the meter vault shall be the responsibility of AWSC. The location of each water take point and meter shall be mutually agreed upon in writing by and between the parties hereto, and the meter or meters shall not be moved or relocated except by mutual consent in writing by the parties hereto.
- 2.3 AWSC, at its own expense, may install a secondary meter to verify the volume of water passing the master meter, provided that it is installed on the AWSC's side of the master meter and is maintained and tested in an identical fashion to the master meter. AWSC shall immediately notify City when discrepancies are found between the readings of the two meters.
- 2.4 AWSC shall install, on its side of the master meter, a back-flow preventer device (double check valve configuration). AWSC will maintain this device in good working order and have it inspected annually by a certified technician with City being furnished a copy of the results.

3.

METERS

- 3.1 All meters will be properly sealed, and the seal shall not be broken unless representatives of both parties have been notified and given a reasonable opportunity to be present.
- 3.2 Either Party at their own expense may test the meter for accuracy using a non-destructive or non-invasive testing device. Any test of such metering equipment shall be done by employees or agents of City, or other reputable approved third-party calibration agent, in the presence of representatives of AWSC and City, if so, requested by AWSC. Notifications of any proposed test shall be provided to the other Party at least seventy-two (72) hours prior to such testing being conducted and the other Party may observe such test, if so desired. Copies of the results of such test and all related information shall be provided to the other Party within fifteen (15) days of receipt.
- 3.3 If it is determined that the accuracy of such meter is found to be lower than ninety-five (95%) or higher than one hundred five percent (105%) of actual flow expressed as a percentage of the full scale of the meter, the registration of the flow as determined by such defective meter shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event farther back than a period of six (6) months. Additional payments by AWSC or credits due AWSC due to meter inaccuracy may be spread over six (6) months at the election of the paying or crediting party.
- 3.4 If any meter used to determine the flow of treated water to AWSC is out of service or out of repair, so that the amount of water metered cannot be ascertained or computed from the reading thereof, the water delivered during the period such

meter is out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. The basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said metering station under similar conditions.

4.

METER READING AND BILLING

- 4.1 City will read all meters provided for herein at monthly intervals, and the Parties to this Contract shall have free access to read these respective meters daily, if either Party so desires. It shall be the duty of the Parties to give immediate notice each to the other should any meter be found not to be functioning properly, and upon such notice repairs to such meter shall be made promptly.
- 4.2 Meter readings will be collected electronically by City and records maintained for a minimum period of sixty (60) months. AWSC shall have access to such records during reasonable business hours and shall be furnished with monthly readings for each point of delivery metering facility.
- 4.3 Bills for water service shall be rendered to AWSC monthly by City. All such bills shall be due and payable by AWSC within thirty (30) days of receipt by AWSC. Payments received by City shall be first applied to the past due charges, if any, and thereafter to the current charges.
- 4.4 If AWSC disputes a bill and is unable to resolve the difference informally, AWSC shall notify the duly authorized agent of City in writing. If the duly authorized agent and AWSC are unable to resolve the disputed bill, the bill will be submitted to the City Manager of City for review. The Parties shall make a good faith effort to settle any bill dispute. However, if the Parties fail to resolve disputed water charges, AWSC and City shall submit it to mediation. In the event a payment is not paid as specified in this Contract, interest on the unpaid balance of ten percent (10%) per

annum will be calculated from the date which the payment was required to be made until paid. In the event that a billing adjustment in the AWSC's favor is agreed upon or established by the City Manager of City, the amount found to be incorrect would be credited to AWSC's account together with an interest charge of ten percent (10%) per annum on the credited amount calculated from the date payment of the disputed bill was received.

- 4.5 IN NO EVENT SHALL ANY BILLING ADJUSTMENT BE MADE, AS PROVIDED IN PARAGRAPH 4.4 ABOVE, MORE THAN ONE-HUNDRED EIGHTY (180) DAYS AFTER SUCH PAYMENT IS MADE AND RECEIVED BY THE CITY.

5.

RATES

- 5.1 The Parties to this Contract recognize that the initial rate to be charged to AWSC for the purchase of water from City is equal to one and one half (1.5) times the residential rate charged by City to in-city customers which is agreed to be a fair and reasonable rate. Additionally, for any billing period when water is used, AWSC shall be charged the applicable minimum flat rate fee which will be calculated according to AWSC's meter size. Regardless whether water is used for part or all of any given billing period, AWSC shall be charged, without proration, the applicable minimum flat rate fee for the entire billing period. The provisions of this contract pertaining to the "rates" to be paid by AWSC to City for water are subject to modification at the same time City residents' water rates are modified. Any rate increase or decrease shall be based on system-wide rates for the residential customers of City.

5.1.1 AWSC shall make all efforts to not exceed the maximum daily usage specified in this Contract.

5.1.2 In the event additional water is used by AWSC and the thirty (30) day average exceeds the allocation defined in this agreement by fifteen percent (15%), the City will give written notice to AWSC of the excess with sixty (60) days. Any subsequent billing periods with an excess of more than fifteen percent (15%) after the written notice will result in the possible closure of the interconnection point by City until a revision to this Contract has been executed by both parties and/or City may declare AWSC to be in default under this Contract.

5.1.3 In the event an emergency causes additional usage by AWSC to exceed AWSC's normal monthly average by twenty-five percent (25%) or more and the bill for that month causes or will cause a financial hardship for AWSC, AWSC may request an installment payment plan not to exceed six (6) months. The City Manager in his or her discretion, may allow or deny such request and may require interest at commercially reasonable rates and such other terms as may be reasonably required.

5.2 The Parties hereto agree that services obtained pursuant to this Contract are essential and necessary to the operation of AWSC's retail systems and that all payments made by AWSC hereunder shall constitute reasonable and necessary operating expenses of AWSC's retail systems.

5.2.1 AWSC agrees, throughout the term of this Contract to fix and collect such rates and charges for water service to be supplied to its retail AWSC's as will produce revenues in an amount equal to at least (i) all of operation and maintenance expenses of its system, including specifically its payment under this Contract and (ii) all other amounts as required by law and the provisions of the resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal or and interest on such bonds or other obligations.

6.

TERM

- 6.1 This Contract shall become effective for all purposes on December 1, 2025 (the “Effective Date”), and except as it may be earlier terminated pursuant to Paragraph 8 hereinbelow, shall continue for a period of 10 years.

7.

ADDITIONAL PARTIES

- 7.1 City will use commercially reasonable efforts to provide an adequate water supply for all of its customers, including AWSC.

8.

TERMINATION; DEFAULT

- 8.1 This Contract may be terminated in whole or in part by the mutual written consent of AWSC and City. Notwithstanding anything contained herein to the contrary, any material breach by either Party hereto to perform any of the duties or the obligations assumed by such Party hereunder or to faithfully keep and perform any of the terms, conditions and provisions hereof shall be cause for termination of this Contract by either party in the manner set forth in this paragraph. The following breach, default or failure to perform a duty or obligation shall be considered to be a material breach:
- a. Failure by AWSC to adopt and enforce any resolutions or conservation measure, restriction or rationing required by City or TCEQ to be adopted and enforced herein;
 - b. Failure by AWSC to make any payment or any bill, charge or fee as provided for in this Contract;
 - c. Making by AWSC any unauthorized connection to the City system at any point;

- d. Failure by AWSC to correct any potentially hazardous connection after reasonable written notice;
 - e. Failure by AWSC to provide City ingress and egress for purposes of operation and maintenance of any metering facility or connection point.
 - f. Breach by either party of any term of this contract
- 8.2 The Parties agree to give one other no less than thirty (30) days written notice of an alleged breach, default, or failure to perform, and an opportunity to cure the alleged breach, default, or failure to perform, prior to declaration of default. Irrespective of whether or not a breach hereof is a material breach or a nonmaterial breach and irrespective of any cure of such breach, a second breach of the same nature, within one (1) year, violating any term or condition herein shall entitle City, after two (2) months written notice provided to AWSC and without liability whatsoever on the part of City, to declare this Contract terminated. In event of termination of this Contract, all rights, powers and privileges of AWSC hereunder shall cease and AWSC shall make no claim to any kind whatsoever against City, its agent or representatives, by reason of such termination or act incident thereto.
- 8.3 Any failure by a Party to so terminate this Contract or the acceptance by a Party of any benefits under this Contract for any period of time after such material breach, default or failure by the other Party shall not be determined to be a waiver by said Party of any rights to terminate this Contract for any subsequent material breach, default or failure.

10.

OWNERSHIP AND LIABILITY

- 10.1 No provision of this Contract shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities and AWSC payments (whether past, present or future)

shall not be construed as granting AWSC partial ownership of, pre-paid capacity in or equity in the City's System.

- 10.2 To the extent permitted by law, each Party hereto agrees to save and hold the other Party harmless from all claims, demands, and causes of action, which may be asserted by anyone on account of the quality, transportation, or delivery while water is in the control of such party. This covenant is not made for the benefit of any third party. City takes the responsibility as between Parties hereto for the proper treatment, quality, transportation, or delivery of all such water provided by it to the point of delivery.
- 10.3 Contracts made and entered into by either AWSC or City for the construction, reconstruction or repair of the meter facility shall include the requirement that the independent contractor(s) must provide adequate insurance protecting both AWSC and City as additional insureds. Such contract must also provide that the independent contractor(s) covenant to indemnify, to the extent allowed by law, hold harmless, and defend both AWSC and City against any and all suits or claims for damages of any nature arising out of the performance of such contract.

11.

FORCE MAJEURE

- 11.1 If by any reason of force majeure either Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, other than the obligation of AWSC to make payments required under the terms hereof, then if such Parties shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- 11.2 The term “force majeure”, as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, drought, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, partial or entire failure of water supply and inability on the part of supplier to deliver water hereunder or the AWSC to receive water hereunder on account of any other causes not reasonably in the control of the part claiming such inability.

12.

NOTICES

- 12.1 Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other Party must be in writing to:

City: City of Nacogdoches
Attn: Rick Beverlin, City Manager
202 E. Pilar Street
Nacogdoches, TX 75961

AWSC: Appleby Water Supply Corporation
Attn: Jimmie Langston, Manager/Operator
202 Deen St.
Nacogdoches, TX 75965

The Parties hereto shall indicate in writing any change that may occur in such respective address from time to time.

13.

INSPECTION AND AUDIT

- 13.1 Complete records and accounts required to be maintained by each Party hereto shall be kept for the longer of five (5) years or other applicable retention periods. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours; and further, if required by any law, rule or regulation, make said records and accounts available to federal and/or state auditors.
- 13.2 AWSC shall make available to City each month the Texas Commission on Environmental Quality monthly water report for AWSC. Likewise, City shall make available to the AWSC each month the Texas Commission on Environmental Quality monthly water report for the City.
- 13.3 AWSC shall also make available to City annually the Consumer Confidence Report that is required by the State of Texas.

14.

MISCELLANEOUS

- 14.1 During a temporary emergency condition created by unforeseen mechanical failure or by unprecedented high rate of water usage such as might result from a major fire or a major water main break or other emergency event or condition, it may be necessary that water be withdrawn from the City system at a rate of usage in excess of that required for the usual peak requirements of AWSC. City agrees that all customers will share proportionately in case of shortages. It is agreed that the maximum rate of flow that would normally be applicable shall not apply for such bona fide emergency withdrawals provided that City's duly authorized agent is notified by phone of the occurrence of an emergency condition.

- 14.2 This Contract is subject to all applicable federal and state laws and any applicable permits, amendments, orders or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be constructed as a waiver or any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.
- 14.3 AWSC agrees to abide by any changes in this Contract made necessary by any new, amended, or revised state or federal statute or court action.
- 14.4 If requested by the City, AWSC shall provide quarterly the following data:
- a. Actual number of customers accounts consuming directly or indirectly from the AWSC's System within its service area;
 - b. Classification of domestic and non-domestic accounts within its service area by number and percentage of accounts consuming directly or indirectly from AWSC's System within its service area;
 - c. AWSC water usage from all sources other than City's System, including, but not limited to, ground water, other surface water and water supply agreements with other entities;
 - d. Additional data as may be required by state or federal agencies exercising jurisdiction over water supply, water usage or sewers;
 - e. Additional data which may assist City and/or AWSC in developing methodology for cost-of-service studies, planning studies for analyzing federal grants and system access fees; provided however that neither Party shall request data that will require either Party to incur unreasonable expenses in providing such data.
- 14.5 Neither Party may assign this Contract without the prior written consent of the other Party.

- 14.6 Provisions of this Contract may be modified or altered by mutual agreement reduced to writing and both Parties signing after being properly authorized by the governing bodies of both Parties.
- 14.7 City reserves the right to have parallel facilities to serve new annexations to the City of Nacogdoches, and its extraterritorial jurisdiction.
- 14.8 No tap fees or demand charges are part of this Contract.

15.

WAIVER, REMEDY AND SEVERABILITY

- 15.1 No waiver by either Party hereto of any term or condition of this Contract shall be deemed or constructed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 15.2 In addition to any other remedy as may be provided by law, this Contract shall be specifically enforceable by the Parties hereto. This Contract shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. Nacogdoches County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the Parties that may be brought in connection with or that arises out of this Contract.
- 15.3 It is agreed that in the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such term or provision contained therein shall not affect any other term or provision and this Contract shall then continue as if such invalid term or provision had not been contained herein.
- 15.4 This Contract constitutes the entire Contract between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions,

representations, correspondence and Contracts, or whether oral or written, pertaining thereto. Each Party to this Contract acknowledges that no representations, inducements, promises or Contracts, orally or otherwise, have been made by any Party or anyone acting on behalf of any Party, in relation to the subject matter of this Contract, that are not embodied in this written Contract, and that no such other Contract, statement or promise relating to the subject matter of this Contract and not set forth in this Contract has been relied upon or shall be valid or binding. This Contract may be amended or modified only by a writing duly executed by both Parties.

IN TESTIMONY WHEREOF, after proper action by the respective governing bodies of the Parties hereto, we have caused these presents to be executed in quadruplicate copies, each of which is considered to be an original and the seals of the respective Parties to be affixed on the data above written.

CITY OF NACOGDOCHES

By: _____
Rick Beverlin, City Manager

Date Signed: _____

ATTEST:

~~_____~~
~~Rhonda Lewis, Deputy City Secretary~~
Karen Hadnot, City Secretary

APPLEBY WATER SUPPLY CORPORATION

By: _____
Jim West, President

Date Signed: 12/3/2025

ATTEST:

_____ David Jeans
David Jeans, Secretary/Treasurer



City Council Meeting

Date: December 16, 2025

Agenda Item: 5.F.

PRESENTER: Dennis Varela, I.T. Manager

ITEM/SUBJECT: Consider approval of an upgrade to the City of Nacogdoches Dispatch Office phone system. (Director of Information Technology)

SUMMARY/BACKGROUND: Our existing phone system was never designed or implemented to support the high level of availability required by Dispatch. The lack of reliability is affecting our PD Dispatch operations. 911 calls are covered under a different system and maintain a 99% uptime, but law enforcement and other emergency services rely heavily on our dispatch non-emergency phone system, which is prone to failure. The plan is to separate our Dispatch phone system from our regular city phone lines to the proposed system to provide better reliability while still having the same numbers and functionality. The cost for this system is a one-time cost (NRC) of \$380 and a monthly cost (MRC) of \$372/month. The service is expected to be installed in February 2026 and with (3) months free, as stated in the proposal, the estimated cost for the remainder of FY26, should be approximately (7) months x \$372 or \$2604 + \$380 (NRC) for a total of \$2984. General Fund, IT Communication Services, 01.06 630.05 will fund this project. These additional expenditures were reviewed and approved by Finance on 11/26/25.

FINANCIAL:

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

CITY CONTACT: Dennis Varela, IT Director

ATTACHMENTS: 1. FidiumProposal - City of Nacogdoches-Police Dept ProConnect for Dispatch



Proposal for Services

00055737

November 17, 2025

Primary Address

City Of Nacogdoches
202 E Pilar St
Nacogdoches, TX 75961

Primary Contact

Dennis Varela
(936) 559-2532
varelad@nactx.us

Valid until: 12/17/2025

Contract Term: 36 Months

AE

Kirk Revell
(936) 955-2229
kirk.revell@fidium.com

SITE

Address: 312 West Main Street
Nacogdoches, Texas 75961

Site MRC: \$372.00
Site NRC: \$380.00

Location Notes:

Services	Quantity	MRC	Total MRC	NRC	Total NRC
Connection 1 Gbps	1	\$28.00	\$28.00	\$0.00	\$0.00
Router	1	\$35.00	\$35.00	\$0.00	\$0.00
ProConnect	1	\$0.00	\$0.00	\$0.00	\$0.00
Training	1	\$0.00	\$0.00	\$380.00	\$380.00
Professional Seat IP Phone	10	\$12.00	\$120.00	\$0.00	\$0.00
ProConnect Devices	1	\$0.00	\$0.00	\$0.00	\$0.00
DECT Phone Rental - Poly Rove 30 DECT w B2 Base Station Kit	1	\$18.00	\$18.00	\$0.00	\$0.00
Desk Accessories Rental - Poly Edge E Expansion Module, 22 lines	9	\$8.00	\$72.00	\$0.00	\$0.00
Desk Phone Rental - Poly Edge E550 IP Phone, 12 lines, Bluetooth, Wi-Fi	9	\$11.00	\$99.00	\$0.00	\$0.00



Total MRC: \$372.00
Total NRC: \$380.00

Free Months

An offer of **three (3) months free** has been applied to qualifying products on this proposal for a monthly savings of **\$372.00** for the first three (3) months.

This offer excludes video, Business Access Lines, TDM Voice Circuits, and voice features. Customer is responsible for surcharges, taxes, fees, and overages on eligible products.

*The pricing above does not include taxes or regulatory fees and surcharges, including facility access charges, network access charges, administration fee, 911 fees, TAP/TAM fees, universal service charges, and federal, state and local taxes. All such taxes, fees and surcharges shall be paid by Customer and will be shown on invoices to Customer. Prices quoted on this Proposal for telecom services are valid for 30 days from printed date. This is not an executable Agreement. The actual Agreement with executed signatures will have an Initial Term of services commence on the Service Commencement Date described in the Commercial Terms and Conditions.



City Council Meeting

Date: December 16, 2025

Agenda Item: 5.G.

PRESENTER: Dennis Varela, I.T. Manager

ITEM/SUBJECT: Consideration and approval of Failover Internet upgrade at City Hall.
(Director of Information Technology)

SUMMARY/BACKGROUND: Our current failover Internet service is on a cable modem with an extremely slow upload speed of 50MB. This circuit is also used for our remote access VPN, and it is unreliable and slow. The plan is to upgrade the service to a higher speed 1GB symmetrical service. The current cost for the cable modem service is \$450/month and the new service will cost \$819/month for an additional cost of \$369/month. These new services will likely be installed in February. Therefore, there will be an additional cost of 7 months x \$369 or \$2583 for FY 26. This Internet service is paid out of Non-Departmental funds as follows: General Fund, non-departmental Communications Service, 01.75 630.05, Utility Fund, Non-Departmental Communications Service, 30.75 630.05 and Sanitation Fund, Non-Departmental Communications Service, 31.75 630.05. These additional expenditures were reviewed and approved by Finance on 11/26/25.

FINANCIAL:

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

CITY CONTACT:

ATTACHMENTS: 1. City of Nacogdoches-FidiumServiceOrderForm - 00050359



Date:	November 10, 2025
Service Order Number	00050359
Service Order Term Length:	36 Months

This Service Order is entered into by City Of Nacogdoches (“**You**” or “**Customer**”) and Fidium Enterprise Services, LLC (“**we**” or “**Fidium**”) and along with the Master Services Agreement, incorporated herein and available at [Fidiumbusiness.com/msa](https://fidiumbusiness.com/msa), constitutes the agreement (the “**Agreement**”) for the provision of the “**Services**” requested below. If applicable to the Services, one or more addendum(s) with service-specific terms and conditions shall also be available at fidiumbusiness.com/msa (each, an “**Addendum**”). Each such Addendum will be governed by and incorporated into this Agreement. This Agreement is binding on you and Fidium when signed by both parties (the later dated signature being the “**Effective Date**”). By signing below, each party represents that their signatory is duly authorized to execute and deliver this Agreement. The Agreement will continue in force for so long as any Service is provided by Fidium to you.

SERVICES REQUESTED. The Service(s) requested by you and to be provided by us under the Agreement are as follows:

Location Name:	202 East Pilar Street		
Address:	202 East Pilar Street, Nacogdoches, Texas, 75961	Site MRC:	\$819.00
		Site NRC:	\$0.00

Services	Quantity	MRC	Total MRC	NRC	Total NRC
Connection 1 Gbps	1	\$28.00	\$28.00	\$0.00	\$0.00
Dedicated Internet Access (DIA) 1 Gbps	1	\$687.00	\$687.00	\$0.00	\$0.00
Static IP Block /28 - Usable IPs: 13	1	\$104.00	\$104.00	\$0.00	\$0.00
Router Customer Provided	1	\$0.00	\$0.00	\$0.00	\$0.00

Site Name	Site Notes
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CHARGES AND FEES. The following reflect the charges and fees applicable to the Services ordered:

(a) Total of Monthly Recurring Charges ("MRC"):	\$819.00
(b) Total of Non-Recurring Charges ("NRC"):	\$0.00
(c) 3 month free on qualifying products with a monthly savings of:	\$819.00

Notice Regarding 911 Services. You acknowledge receipt of disclosure that there are possible limits on access to 911 Service, and that you, not Fidium, must provide electrical power for any customer premises equipment and for connections to the underlying Fidium network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. You also acknowledge that location-based 911 Service is available, if at all, only at the location where we physically install the related Service.

You may be provided with additional disclosures. It is your sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system you use. To the extent that you operate or use a private network or multiline telephone system, you are, to the fullest extent permitted by applicable law, solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all your telephone units and associated numbers, so that the appropriate emergency agency will be contacted, and the responder will be able to determine the actual location from which an emergency call is made. You agree to notify all users and potential users of the limitations applicable to 911 calls made through the Service as described in this provision.

Notice Regarding Voice Over Internet Protocol (VOIP) Services. Fidium's provision of VOIP Services to you, if any, is contingent upon your execution of this Service Order acknowledging your receipt and understanding of this notice. VoIP services, including VoIP 911 services, will not operate without a power supply. Following a power loss or outage, you may be required to reset or reconfigure your Service equipment in order to be able to use the VoIP services, including VoIP 911 services.

VoIP services, including VoIP 911 services, will not function if the broadband connection is not operational and may not function if the Service equipment fails or is not configured correctly or if your Service is not functioning correctly for any reason, including VoIP service outage, suspension or disconnection, network or Internet congestion, network or Internet outages, use of non-native numbers with the Service, or delays in transmitting location information through the Service. Following any such equipment or Service issues, you may be required to reset or reconfigure your Service equipment in order to be able to use the VoIP services, including VoIP 911 services. You must provide Fidium with an accurate service location address when placing each order so that Fidium can establish initial 911 address records based on that location. While Fidium will comply with all applicable laws and regulations regarding VoIP 911 call routing, VoIP 911 calls may transmit incorrect physical location information for the caller if 911 calls are placed through the Service from locations other than the registered location or if you modify your equipment or relocate your equipment to a location other than the registered location. To the fullest extent permitted by applicable law, you and your users are solely responsible for updating the registered locations from where the Service may be used to make VoIP 911 calls. Registered location updates can be accomplished using the Web portal provided to you by Fidium.

For VoIP 911 calls made through a Service application installed on a mobile phone, the Service is configured to route the call over the applicable cellular network as if the caller used the phone's dial pad. However, 911 calls made using a mobile phone should be completed using the phone's dial pad directly wherever possible to minimize the possibility of Service or call-handling failures. For VoIP 911 calls made through the Service using any other device including a tablet or computer, the Service is configured to route the call with the registered location information. As described above, however, the registered location may not be the same as the caller's location if the call is placed from a location other than the

registered location or if the registered location information has not been updated as required. Therefore, 911 calls should be placed using a traditional landline or through the dial pad on the caller's mobile phone wherever possible, and if you or your users use the Service to make a VoIP 911 call, the caller should clearly communicate his or her name, call-back number and calling location to the operator.

You agree to notify all users and potential users of the limitations applicable to VoIP 911 calls made through the Service as described herein.

FIDUIM REPRESENTATIVE		City Of Nacogdoches	
By:		By:	
Name:		Name:	
Title:		Title:	
Signature		Signature	
Date:		Date:	
00050359		CUSTOMER CONTACT INFORMATION:	
		Name:	Dennis Varela
		Billing Address:	202 E Pilar St, Nacogdoches, TX, 75961
		Business Phone:	9365592532
		Email Address:	varelad@nactx.us

PRESENTER: Mike Neu, Executive Director of Development and Infrastructure

ITEM/SUBJECT: Consider approval of Resolution 1405-12-25 regarding the submission of a Resilient Communities Program grant application by the City of Nacogdoches to the Texas General Land Office to develop an updated Comprehensive Plan. (Executive Director of Development and Infrastructure)

SUMMARY/BACKGROUND: This item seeks Council authorization to apply for State funding to support the development of a new Comprehensive Plan. The Texas General Land Office (GLO) has allocated up to \$100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP). RCP funds the development, adoption, and implementation of resilient building codes, flood damage prevention ordinances, zoning ordinances, comprehensive plans, and land use plans. The maximum grant amount is \$300,000 per applicant. However, the recommended maximum award for Nacogdoches, which is based on the city's population size and eligible activity (Comprehensive Plan), is \$250,000. [View a full description of RCP grant-eligible activities](#). **The RCP grant opportunity is open until December 31, 2025, or until funding is exhausted.**

Comprehensive Plan Performance Requirements:

- Must be forward-looking, and be integrated with the Hazard Mitigation Plan, if one exists
- Must identify local hazard risks and explain how it mitigates those risks.
- Must include a (1) Population Study; (2) Housing Study; (3) Land Use Study/Plan; (4) Zoning Ordinance; (5) Infrastructure Study / CIP.
- Adoption of the Comprehensive Plan must be complete within the RCP grant contract term (approximately 3 years). NOTE: If not satisfied, all funds will be recaptured.

Prior Actions:

In July 2003, the City adopted its existing Comprehensive Plan, which was last revised in 1994. In January 2022, the City hired DTJ Design (DTJ) to develop a Comprehensive Plan, Downtown Master Plan, and Future I-69 Corridor Plan. In June 2023, the City halted all work indefinitely with no DTJ deliverables adopted. In February 2025, the City contracted with The Goodman Corporation (TGC) to develop Downtown planning and implementation strategies. On December 2, 2025, the City accepted from TGC the Downtown Projects Implementation Strategy final report.

FINANCIAL:

No financial impact associated with this item.

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

Neighborhood Revitalization and Attainable Housing; Infrastructure.

CITY CONTACT: Mike Neu, Executive Director of Development and Infrastructure

ATTACHMENTS: 1. Resolution

RESOLUTION NO. 1405-12-25

A RESOLUTION OF THE CITY OF NACOGDOCHES, TEXAS, AUTHORIZING THE SUBMITTAL OF A CDBG-MIT APPLICATION FOR FUNDING FROM THE TEXAS GENERAL LAND OFFICE AS PART OF THE RESILIENT COMMUNITIES PROGRAM TO UPDATE THE CITY OF NACOGDOCHES COMPREHENSIVE PLAN; DESIGNATING AUTHORIZED SIGNATORIES FOR RELATED CONTRACTUAL AND FINANCIAL DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas General Land Office (GLO) allocated up to \$100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP); and

WHEREAS, the RCP will fund the development, update, adoption, and implementation of modern and resilient Building Codes, Flood Damage Prevention Ordinances, Zoning Ordinances, Land Use Plans and/or Comprehensive Plans that integrate hazard mitigation planning; and

WHEREAS, the Eligible applicants include Units of local government (e.g., cities, counties, federally recognized tribes, and councils of governments) located in a CDBG-MIT most impacted and distressed (MID) area identified by the United States Department of Housing and Urban Development (HUD), and the City of Nacogdoches is identified by HUD as a city located within an MID area; and

WHEREAS, the City of Nacogdoches' current Comprehensive Plan was approved in July of 2003. The comprehensive plan update interval is typically every five years and thus the city comprehensive plan requires an update; and

WHEREAS, applications to the GLO will have a maximum funding of \$300,000 per applicant. The City of Nacogdoches wishes to submit an application to the GLO, for grant funding, to assist in paying the cost to update its Comprehensive Plan; and

WHEREAS, the City Council finds that it is in the public's interest to submit a CDBG-MIT application for funding from the Texas General Land Office for the Resilient Communities Program (RCP), in order to update the City of Nacogdoches Comprehensive Plan, as provided below.

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

SECTION 1. Findings. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Authorized Signatories. The City Council of the City of Nacogdoches, Texas, authorizes the City Manager, Executive Director of Development and Infrastructure, and Assistant

Director of Finance to submit and execute all required documents for the CDBG-MIT Application for funding from the Texas General Land Office for the RCP for the purpose of updating the City of Nacogdoches Comprehensive Plan.

SECTION 3. Effective Date. This Resolution shall be and become effective from and after its adoption in accordance with the provisions of the Charter of the City of Nacogdoches.

APPROVED AND ADOPTED at a regular meeting of the Nacogdoches City Council on this 16th day of December 2025.

CITY OF NACOGDOCHES

Randy Johnson, Mayor

ATTEST:

Karen Hadnot, City Secretary

APPROVED AS TO FORM:

Jerry Baker, City Attorney