



September 21, 2021

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

In accordance with Orders of the Governor due to the COVID-19 pandemic, the City of Nacogdoches City Council meeting will be deemed as being conducted via teleconference or videoconference. However, some City Council Members may attend virtually, while others may be present in the above stated physical location. Regardless, the meeting will be streamed live at <https://www.nactx.us/21>. There will be an opportunity for the public to comment on agenda items either by teleconference or in person in Council Chambers. For those attending in person, strict adherence to COVID-19 related CDC guidelines will be enforced at all times.

Members of the public who wish to submit comments by telephone on a listed agenda item must contact the City Secretary's office by email at vinsonj@nactx.us or by calling 936-559-2506 and providing their name, telephone number and relevant agenda item upon which they wish to speak. All requests to make comments by telephone must be received by 12:00 p.m. on September 21, 2021. For all timely requests received, staff will call the submitted phone numbers directly during the meeting when the corresponding item comes up for comment. NOTE: The incoming phone call from City staff will be an unfamiliar number.

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

1. Call to order.
2. Pledge of Allegiance.
3. WORK SESSION:
 - A. Receive an update, hold a discussion and give staff direction regarding the proposed Comprehensive Land Use Plan and Downtown Master Plan studies. (City Manager)
4. Open Forum.
5. Items to be removed from Consent Agenda.
6. **CONSENT AGENDA:** Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes for August 24, 2021 special meeting and September 7, 2021 regular meeting. (City Secretary)
 - B. Consider approval of multiple Indefinite Deliverable Indefinite Quantity contracts by and between the City of Nacogdoches and Longview Asphalt, Inc. and East Texas

Asphalt Co. for asphalt products and limestone base material used in Public Works operations in a not to exceed total budgeted amount of \$250,000.00 (Assistant Director of Public Works).

- C. Consider approval of multiple Indefinite Deliverable Indefinite Quantity contracts by and between the City of Nacogdoches and Affinity Chemical, LLC, DXI Industries, Inc., Univar Solutions, Napco Chemical Company and SNF Polydyne, Inc. for various chemicals used in water and wastewater treatment in a not to exceed total budgeted amount of \$1,002,543.00 (Assistant Director of Public Works)
- D. Consider Request for Proposal (RFP) award and leasing agreement to XETX Business Solutions for copier leasing and services in the amount of \$24,076 annually for 5 years. (IT Manager)
- E. Consider approval of the Nacogdoches Economic Development Corporation (NEDCO) professional services contract. (City Manager)
- F. Consider the appointment of a Communications Taskforce for improving communications between the City and residents. (City Manager)
- G. Consider a resolution closing Main Street for the Dia de los Muertos Event on November 6, 2021. (CVB Director)
- H. Consider a resolution closing Main Street for the Nine Flags Festival and Lighted Christmas Parade on December 4, 2021. (CVB Director)
- I. Consider approval of an agreement between the City of Nacogdoches and the Convention and Visitor's Bureau for professional services. (CVB Director)

7. **REGULAR AGENDA:**

- A. Receive annual report from Keep Nacogdoches Beautiful. (Community Services Director and Ashley Villarreal, KNB Director)
- B. Consider approval of an agreement between the City of Nacogdoches and Keep Nacogdoches Beautiful for essential services. (Community Services Director)
- C. Receive annual report from the Boys and Girls Club of Deep East Texas. (Community Services Director and Steve Davidson, Boys and Girls Club President)
- D. Consider approval of an agreement between the City of Nacogdoches and the Boys and Girls Club of Nacogdoches for essential services. (Community Services Director)

- E. **Public Hearing:** Consider an ordinance amending the boundaries of a zoning district within the City of Nacogdoches from R-4, Multi Family to PD, Planned Development and adoption of a Development Plan for Lot 12-A, City Block 40, located at 813 N. Mound Street. This request has been submitted by Robin Miller of Hettie Legg & Associates, LLC. Case File PD2021-03. (Planning Director)

- F. **Public Hearing:** Consider an ordinance amending Chapter 18, "Zoning," Article II, "Administration", Division I, "Generally," of the City of Nacogdoches, Texas Code of Ordinances, providing a severability clause; providing a repeal clause; and providing an effective date. (Planning Director) **(PLEASE NOTE THAT AT THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION HELD ON SEPTEMBER 13TH, 2021, THE COMMISSION VOTED UNANIMOUSLY TO POSTPONE THE PUBLIC HEARING TO THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION ON OCTOBER 11TH, 2021.)**

- G. **Public Hearing:** Consider an ordinance amending Chapter 18, "Zoning," Article V, "Planned Developments," of the City of Nacogdoches, Texas Code of Ordinances, providing a severability clause; providing a repeal clause; and providing an effective date. (Planning Director) **(PLEASE NOTE THAT AT THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION HELD ON SEPTEMBER 13TH, 2021, THE COMMISSION VOTED UNANIMOUSLY TO POSTPONE THE PUBLIC HEARING TO THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION ON OCTOBER 11TH, 2021.)**

- H. **Public Hearing:** Consider an ordinance amending Chapter 18, "Zoning," Article II, "Administration", Division II, "Off-Street Parking Standards," of the City of Nacogdoches, Texas Code of Ordinances, providing a severability clause; providing a repeal clause; and providing an effective date. (Planning Director) **(THIS ITEM WILL BE PULLED DUE TO ERROR IN LEGAL ADVERTISEMENT.)**

- I. Consider approval of the 2022 TxDOT Routine Airport Maintenance Program (RAMP) grant project proposal. (Airport Manager)

- J. Consider approval of an agreement between the City of Nacogdoches and Stephen F. Austin State University to transfer ownership of a sanitary trailer. (Community Services Director)

- K. Consider a resolution nominating a representative from the City of Nacogdoches to Nacogdoches Central Appraisal District Board of Directors. (City Manager)

- L. Receive an update regarding public comment during City Council meetings. (City Attorney)

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

8. EXECUTIVE SESSION:

- A. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the duties of a public officer or employee. The subject of this Executive Session is to discuss and give feedback to the City Manager regarding his annual evaluation.

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

10. Adjourn.



Jan Vinson, City Secretary



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

CERTIFICATION

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on September 16, 2021 at 11 a.m. and remained posted until meeting convened.

Jan Vinson, City Secretary

PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Receive an update, hold a discussion and give staff direction regarding the proposed Comprehensive Land Use Plan and Downtown Master Plan studies. (City Manager)

SUMMARY/BACKGROUND: During the December 15, 2020 and January 19, 2021 City Council meetings, staff presented a list of long-range studies and strategies that would assist the City in creating long-term, strategic action-plans to help further current and future planning, engineering and economic development efforts. Based on input received from City Council at both work sessions, staff was directed to move forward with the advancement of these initiatives, including conducting the procurement process of the following two proposals: Hire a consultant to create a Downtown Master Plan; and, Hire a consultant to update the City's Comprehensive Plan.

The Downtown Master Plan would create a vision for downtown Nacogdoches and act as a framework for future ordinances and initiatives with strategies to help reinvigorate the downtown area. This plan would also include a market analysis to explore how much, and what type of new retail, entertainment, and housing exists, and might be needed in the years ahead. A design plan for the downtown was last completed in 1974.

The Comprehensive Plan update would include a review of current conditions of land uses, recommend future land uses, a future transportation plan, and implementation strategies. The update would include an in-depth study of the proposed I-69 Corridor which would include more specific future land use, utility, and design suggestions. The update would also incorporate a housing needs assessment, which would include a review of the City's current housing stock and project housing needs for the near and long term. The Comprehensive Plan was last updated in 2003.

On May 18th, City staff provided an update to City Council on the project and procurement process used for the two studies. At this meeting, City Council recommended that the City host two public forum sessions and establish two committees to work on the studies. The committees would work directly with the staff and the consultant at the beginning and throughout the study period.

The public forum sessions were held on Monday, June 7, 2021 and Tuesday, June 8, 2021. The attendance at the meetings drew approximately 165 and 155 people respectively. Many good questions were presented by the attendees. A survey was also created to allow for additional input from the community. The survey and committee application were made available on the City's website. On June 15th, staff presented the City Council with the survey results and feedback received at the public forums. On June 18th, the Request for Qualifications (RFQ) Evaluation Team met to finalize the scoring for the consultant selection for both the Comprehensive Plan Update and the Downtown Master Plan.

On August 24, 2021, a work session with City Council was scheduled at the Recreation Center Community Meeting Room to introduce the selected consultant, DTJ Design, for both long range studies. DTJ Design provided an extensive presentation on the approach to these studies and invited the City Council to ask questions.

This item was a part of the Work Session at the City Council meeting on September 7, 2021. City Manager Mario Canizares presented the item and Mayor Mize allowed public comment. Due to time limitations, Mayor Mize stated City Council would deliberate on this item during a Work Session on September 21, 2021, but public comment would not be received again. There will be no formal action taken at this meeting. The staff is requesting direction from the City Council about how to proceed with this project. This would include bringing a contract award and committee appointments to an upcoming City Council meeting.

FINANCIAL:

No financial impact associated with this item.

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

Downtown Entertainment and Destination District; Neighborhood Revitalization and Attainable Housing; Community Engagement/Diverse Environment; Infrastructure; I-69 Development; Economic Development.

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

ATTACHMENTS: 1. Work Session 09.21.2021 PowerPoint
2. DTJ-Nacogdoches-Council-presentation-Final-REDUCED (1) (1)



**Comprehensive Land Use Plan
Downtown Master Plan
Steering Committees
September 21, 2021**

Discussion:

- Time line recap
- Discussion among City Council regarding approach for the project
- Discussion regarding Steering Committees
- Financial Recap
- Direction from City Council

Timeline

- December 15, 2020 work session with Council on studies and strategies.
- January 19, 2021 work session with Council on studies and strategies. Direction given to proceed with Comprehensive Plan and Downtown Master Plan.
- March 7, RFQ's published.
- March 26, deadline for RFQs.
- April 5, review panel met to review RFQ submittals.
- May 1, City Election
- May 11 & 13, interviewed 3 semi-finalists for Comp. Plan & DT Master Plan.
- May 18, City Council work session to update new City Council on the studies.
- June 7 & 8, public forum meetings.
- June 15, City Council work session to discuss public forum follow-up and presentation of survey results. Given direction by CC to proceed with selection of consultant.
- August 24, City Council work session to meet DTJ Design and learn about approach to proposed studies and discuss citizen committees.
- September 7, City Council work session. Citizen input was received. Council discussion postponed to 9/21.
- September 21, City Council work session to provide direction.

Committee Makeup:

Comprehensive Land Use Plan – 15 persons

- City Council Member, NISD Rep, Planning & Zoning Commission Member, SFA Rep, NEDCO Board Rep, and 10 from the community

Downtown Master Plan – 14 persons

- City Council Member, Nac Main Street Rep, NHLPC Rep, CVB Board Rep, and 10 from the community

- All committee meetings would be open to the public
- All committee members appointed by City Council

Comprehensive Plan (12-16 months)

- Council Member: Unknown
- Jimmy Mize: Ed Pool and Juan Gonzales
- Roy Boldon: James Montoya and Mable Cannings
- Amelia Fischer: Denise McDonald and Michara DeLaney-Fields
- Jay Anderson: Paul Jackson and Sydney Register
- Kathleen Belanger: Brad Maule and Larry King
- SFASU Rep: Carrie Charley
- NISD Rep: Jacob Lusk
- P&Z Commission: Ken Deppisch
- NEDCO Rep: Steele Wright

Downtown Master Plan (10-12 months)

- Council Member: Unknown
- Jimmy Mize: Susie Patterson and Ramsey Parr
- Roy Boldon: Mario Torres and G.W. Neal
- Amelia Fischer: Evelyn Saucedo and Anne Kelly
- Jay Anderson: John Anderson and Jeff Abt
- Kathleen Belanger: Ben Sullivan and Laura Culpepper
- Main Street Rep: Miles McCall
- HLPC Rep: Perky Beisel
- CVB Rep: John McLaren

Committee Responsibilities & Guiding Principles

- Represent the community in the planning process.
- Provide guidance and direction to staff and consultants at crucial steps in the process.
- Stay connected with the community in the planning process.
- Serve as hosts and facilitate at public events when needed.
- Recruit hard-to-reach populations to share input and participate in the engagement process.
- Communicate information during the planning process through individual networks.
- Work to ensure diverse representation in the process and through community events.

Guiding Principles:

- Having regular attendance, staying engaged, and being participative in the planning process.
- A quorum is a simple majority to conduct business.
- Maintaining decorum at all times.
- Decision making is through group consensus.
- All meetings are open to the public.

Financial Recap

The fee proposed by the DTJ Design for both projects is \$427,325. To cover reimbursables, staff is rounding to \$450,000.

This item will be budgeted at \$450,000 in General Fund Reserves, Miscellaneous Capital.

The following are recommended funding sources to cover the costs of the project:

- Transfer from Economic Development Fund: \$ 50,000
- Revenue Contribution from NEDCO: \$ 50,000 (this is pending approval by the NEDCO Board)
- General Fund Reserves: \$350,000

The Economic Development Fund has a net fund balance of: \$488,523 (this is net of the Economic Development incentives pledged to the flight school development).

The estimated fund balance in the General Fund as of 7/31/2021: \$11,780,500.

Direction from City Council

Options to consider:

1. Proceed with bringing a contract for consideration to a future City Council meeting.
 - This includes consideration of the committee appointments.
2. Terminate the procurement process for the studies.
 - This includes terminating the committee appointments.
3. Consider other options.



Q&A

Thank You!

Visit us at www.nacogdochesplans.com



City Council Meeting
08.24.21

Nacogdoches Comprehensive Plan + Downtown Master Plan + Future I-69 Corridor Plan



Intentional Listening – Responsive Delivery

□ TABLE OF CONTENTS

1. Introduction
2. Project Approach
3. Project Tasks
4. Project Timeline
5. Public Engagement
6. Economic Analysis
7. Project Fee
8. Discussion





□ INTRODUCTION



PRIME

VISIONING, PLANNING + DESIGN
for PARKS + TRAILS + QAQC



CHRIS MOORE
PRINCIPAL IN CHARGE



FRANCOIS DE KOCK
PROJECT MANAGER

SUBCONSULTANTS

PUBLIC OUTREACH + ENGAGEMENT



RYAN SHORT, CEO



BRISA BYFORD,
SENIOR STRATEGIST

INFRASTRUCTURE + FLOOD MANAGEMENT



BOB THURBER, PE
PROJECT MANAGER



DANNY HAYS, PE
PROJECT MANAGER

ORG CHART

SUBCONSULTANTS

MARKET + ECONOMICS + HOUSING



JASON CLAUNCH
PRESIDENT

SMALL AREA PLANS + ZONING + REGULATIONS



JAY NARAYANA, AICP
PRINCIPAL



TRANSPORTATION PLANNING



JODY SHORT, PE
PRESIDENT + PROJECT MANAGER



LOCAL RESOURCE



MICHAEL DELANEY, PE
PROJECT MANAGER





❑ PROJECT APPROACH

□ Integrative Approach



- Exhaustive Community Engagement
- Integration of Disciplines
 - Land Use
 - Transportation
 - Infrastructure
 - Economics
- Integration of Scales
 - Comprehensive Plan (citywide)
 - Downtown Focus Master Plan (small area plan)
 - I-69 Corridor Plan (small area plan)
- Relevant Planning Principles
 - Neighborhood Transitions
 - Connectivity
 - Walkability
- Build on Nacogdoches strengths and beauty

□ Integrative Approach



- Exhaustive Community Engagement
- Integration of Disciplines
 - Land Use
 - Transportation
 - Infrastructure
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 - Comprehensive Plan (citywide)
 - Downtown Focus Master Plan (small area plan)
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- Relevant Planning Principles
 - Neighborhood Transitions
 - Connectivity
 - Walkability
- Build on Nacogdoches strengths and beauty

Overarching Principle:
Quality of Life for ALL People



 PROJECT TASKS

City of Nacogdoches Comprehensive Plan + Downtown Master Plan + Future I-69 Corridor Plan	
Tasks	
1. PROJECT MANAGEMENT + PRE-PLANNING	
2. PUBLIC PARTICIPATION	
3. COMPREHENSIVE PLAN ELEMENTS	
4. DOWNTOWN MASTER PLAN	
5. FUTURE I-69 CORRIDOR STUDY	
6. OVERALL IMPLEMENTATION PLAN	
7. REPORT WRITING + PRESENTATIONS + ADOPTION	



❑ PROJECT TIMELINE

City of Nacogdoches	Comprehensive Plan + Downtown Master Plan + Future I-69 Corridor Plan													
PROJECT TIMELINE	2021			2022										
Tasks	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1. PROJECT MANAGEMENT + PRE-PLANNING														
2. PUBLIC PARTICIPATION														
3. COMPREHENSIVE PLAN ELEMENTS														
4. DOWNTOWN MASTER PLAN														
5. FUTURE I-69 CORRIDOR STUDY														
6. OVERALL IMPLEMENTATION PLAN														
7. REPORT WRITING + PRESENTATIONS + ADOPTION														

City of Nacogdoches	Comprehensive Plan + Downtown Master Plan + Future I-69 Corridor Plan													
PROJECT TIMELINE	2021			2022										
Tasks	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1. PROJECT MANAGEMENT + PRE-PLANNING														
1.1 Pre-Planning														
1.2 Baseline Information														
1.3 Implementation Status of Existing Plan														
1.4 Base Mapping + Demographics														
1.5 Existing Conditions														
1.6 Ongoing Project Management														
2. PUBLIC PARTICIPATION														
2.1 Meetings														
2.2 Man on the Street Engagement														
2.3 Surveys														
2.4 Digital Outreach + Engagement														
2.5 Two Day Comprehensive Plan Visioning														
2.6 Two Day Downtown Design Charrette														
2.7 Volunteers + Citizens Committees + SFA Interns														
2.8 Updates + Progress Reports														

PROJECT TIMELINE	2021			2022										
Tasks	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
3. COMPREHENSIVE PLAN ELEMENTS														
3.1 Comp Plan Visioning + Guiding Principles														
3.2 Comprehensive Plan Planning Elements														
3.3 Comprehensive Plan Implementation														
4. DOWNTOWN MASTER PLAN														
4.1 Downtown Vision + Guiding Principles														
4.2 Downtown Planning Elements														
4.3 Downtown Implementation Plan														
5. FUTURE I-69 CORRIDOR STUDY														
5.1 Land Use + Zoning Analysis														
5.2 Public infrastructure analysis														
5.3 Corridor Aesthetics														
5.4 Connectivity														
5.5 Corridor Economics														
5.6 Concept Development														
5.7 Corridor Implementation Strategy														

PROJECT TIMELINE	2021			2022										
Tasks	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
6. OVERALL IMPLEMENTATION PLAN														
6.1 Action Steps + Implementation Strategy														
6.2 Comprehensive Decision-Making Packages														
7. REPORT WRITING + PRESENTATIONS + ADOPTION														
7.1 Report with text, graphs, maps & graphics														
7.2 Presentations + Plan Adoption														



□ COMMUNITY OUTREACH + ENGAGEMENT



"Cities have the capability of providing something for everybody, only because, and only when, they are created by everybody."

- JANE JACOBS

□ PUBLIC OUTREACH + ENGAGEMENT

Aug 20, 2020, 07:00am EDT | 369 views

Equity In Public Engagement

Ryan Short Forbes Councils Member

Forbes Agency Council COUNCIL POST | Membership (fee-based)

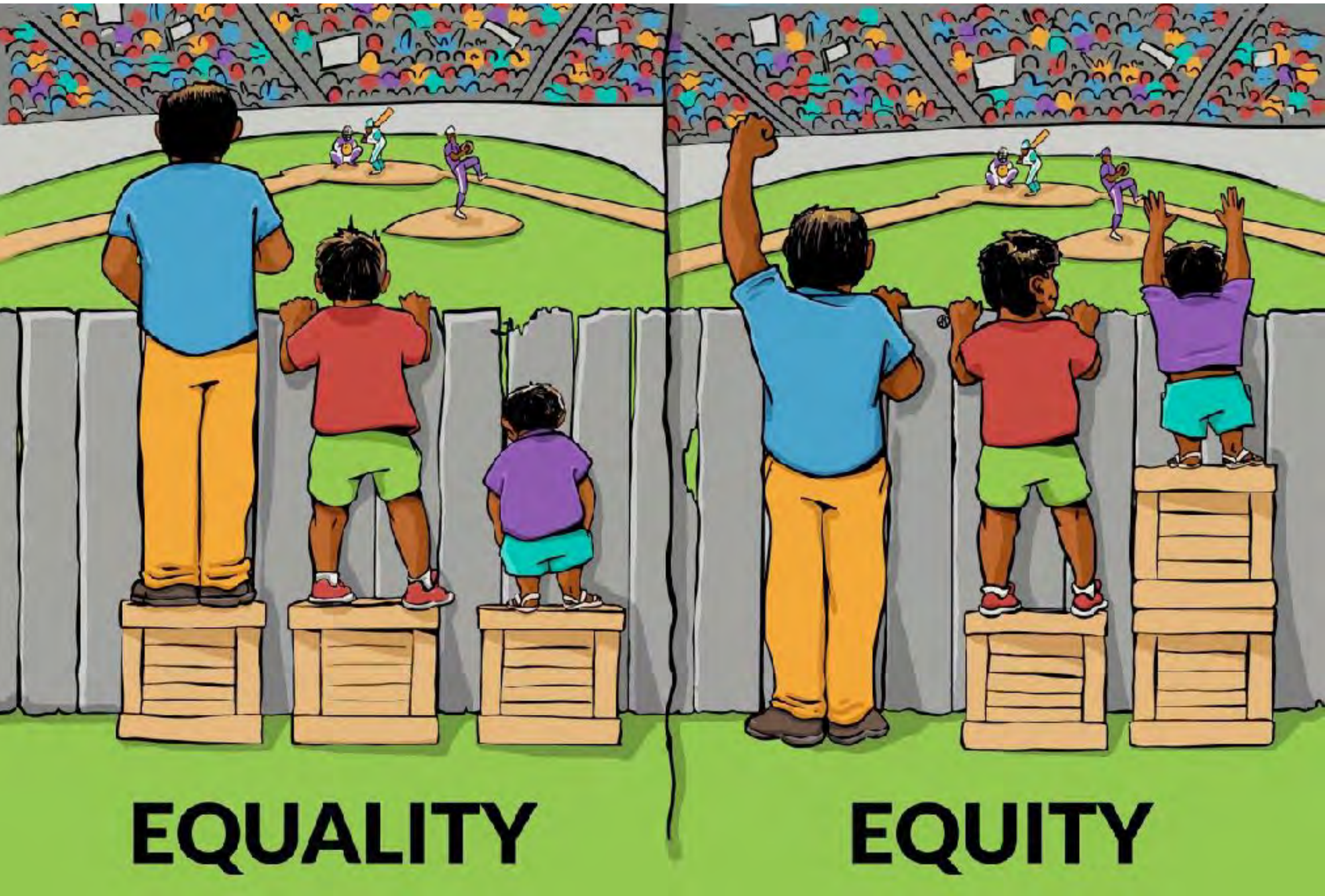
Leadership

f

Twitter

in

Ryan Short is the CEO of *CivicBrand*, a city and district branding agency with offices in Dallas, TX and Salida, CO.





DESIGNED TO REACH EVERYONE

□ PUBLIC OUTREACH + ENGAGEMENT

Persona based strategy to identify hard to reach groups and key organizations and individuals that can help.

Digital solutions to efficiently reach a wide audience that would never attend a public meeting.

Mobile-friendly to reach those who may not have internet at home.

On-the-street engagement to meet people where they are.



NACOGDOCHES, TX
BRANDING & ENGAGEMENT TASKS

Project Branding

COMP PLAN

DOWNTOWN

COMBINED

Optional Add-ons

PROJECT MGMT

Driving Tour of City

Site visits

Monthly Staff Call (virtual)

Weekly internal call with DTJ

4 Steering Committee Meetings

4 Steering Committee Meetings

COMMUNICATIONS

Project Branding

Project Website, updates, url & hosting

Spanish Website

Promo products budget

Social media graphics

Email nurtures and blasts

DIGITAL OUTREACH

Online Community groups

Social media ads budget

SFA groups

SURVEYS

Question of the week

4-5 TOPIC SURVEYS

1 DOWNTOWN SURVEY

Get Public Comment on Draft

Photos engagement for city and/or downtown

Art initiative for city and/or downtown

FOCUS GROUPS

10 general focus groups

6 topic specific groups

Examples of potential groups shown below, some of which facilitated during 2-day comp plan visioning and 2 day downtown design charrette.

STAFF DEPT LEADERSHIP

STAFF DEPT LEADERSHIP

PROPERTY OWNERS & DEVELOPERS & UTILITIES

CHAMBER & EDC & BUSINESS

DOWNTOWN BUSINESSES

PROPERTY OWNERS & DEVELOPERS & UTILITIES

HOA's

SURROUNDING NEIGHBORS & HOA

ISD & COLLEGE STAFF

COLLEGE STUDENTS

INTERVIEWS

10 interviews

YOUTH & COLLEGE

GOVT AGENCIES

RECREATION & ENTERTAINMENT

SENIORS

SPANISH SPEAKING

MAN ON STREET ENGAGEMENT

CAMPUS OF SFA

Walking Downtown

At Public Event #1

At Public Event #2

PUBLIC MEETING

1 combined early on

2 DAY COMP PLAN VISIONING

2 Interviews

DAY 1

1 Focus Group

1 Public Meeting

1 interview

DAY 2

1 Focus Group

1 Visioning Session

2 DAY DOWNTOWN DESIGN CHARRETTE

Walking Tour

DAY 1

Design Charrette

Public Meeting

Design Charette

DAY 2

Share Results

PROJECT MGMT

Driving Tour of City	Site visits
Monthly Staff Call (virtual)	Weekly internal call with DTJ
4 Steering Committee Meetings	4 Steering Committee Meetings

COMMUNICATIONS

Project Branding	Project Website, updates, url & hosting	Spanish Website	Promo products budget
Social media graphics	Email nurtures and blasts		

DIGITAL OUTREACH

Online Community groups	Social media ads budget	SFA groups
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SURVEYS

Question of the week	4-5 TOPIC SURVEYS	1 DOWNTOWN SURVEY
Get Public Comment on Draft	Photos engagement for city and/or downtown	Art initiative for city and/or downtown

FOCUS GROUPS

10
general
focus
groups

6 topic
specific
groups

INTERVIEWS

10
interviews

Examples of potential groups shown below, some of which facilitated during 2-day comp plan visioning and 2 day downtown design charrette.

STAFF DEPT
LEADERSHIP

STAFF DEPT
LEADERSHIP

PROPERTY OWNERS & DEVELOPERS & UTILITIES

CHAMBER
& EDC &
BUSINESS

DOWNTOWN BUSINESSES

PROPERTY
OWNERS &
DEVELOPERS &
UTILITIES

HOA's

SURROUNDING NEIGHBORS & HOA

ISD &
COLLEGE
STAFF

COLLEGE STUDENTS

YOUTH &
COLLEGE

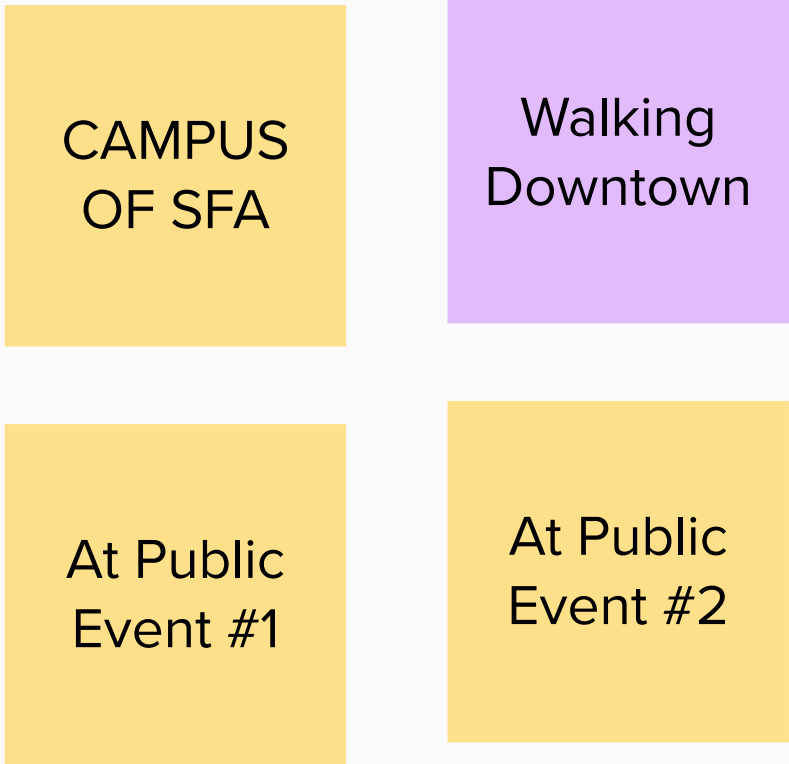
GOVT
AGENCIES

RECREATION & ENTERTAINMENT

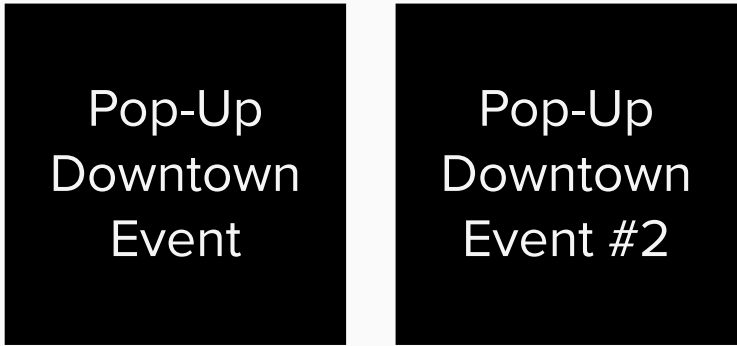
SENIORS

SPANISH
SPEAKING

MAN ON STREET
ENGAGEMENT



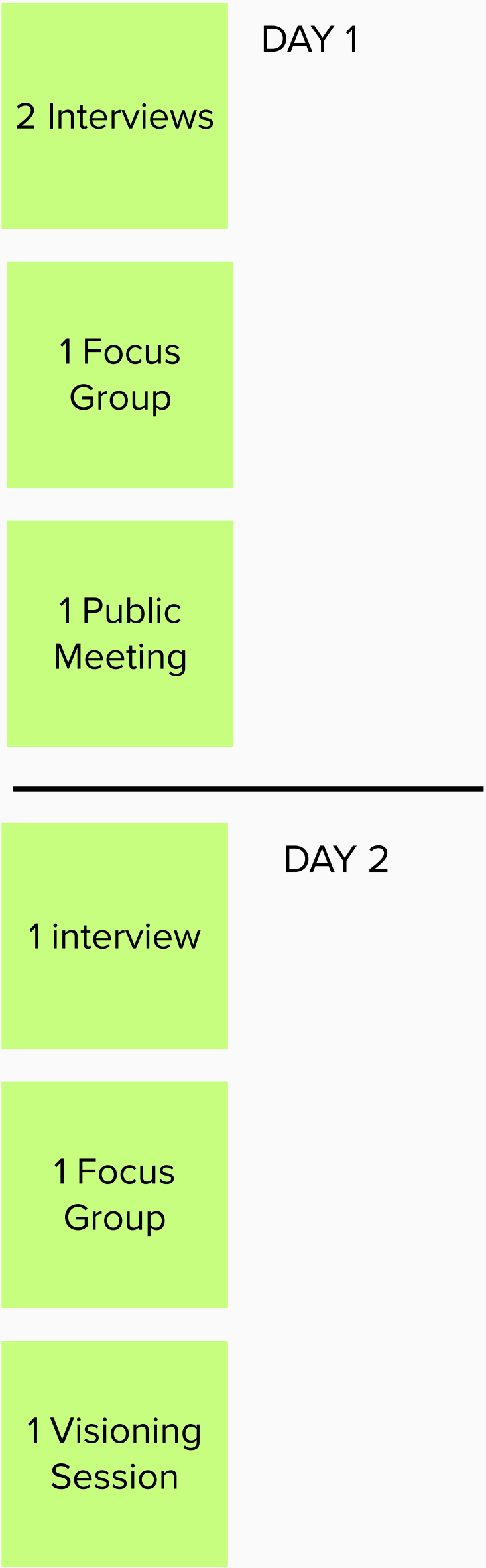
ACTIVATIONS /
EVENTS



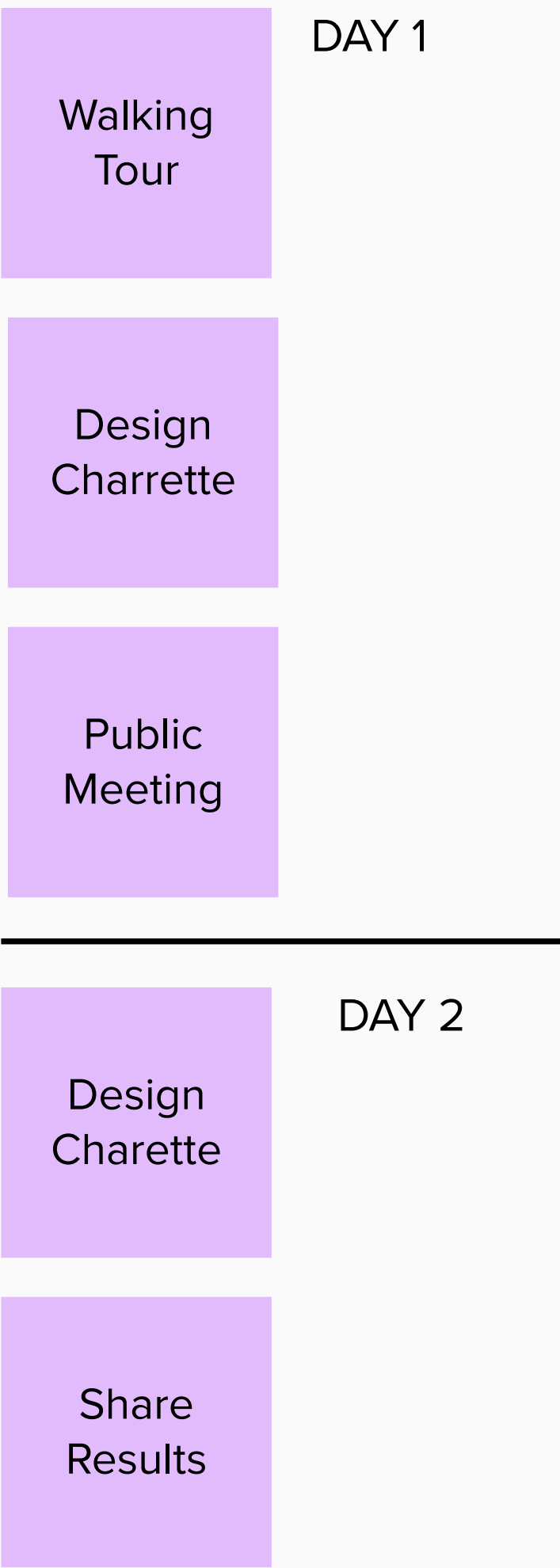
PUBLIC MEETING



2 DAY COMP PLAN
VISIONING



2 DAY DOWNTOWN
DESIGN CHARRETTE



PROJECT BRANDING

Greater awareness,
participation, buy-in
& civic pride.



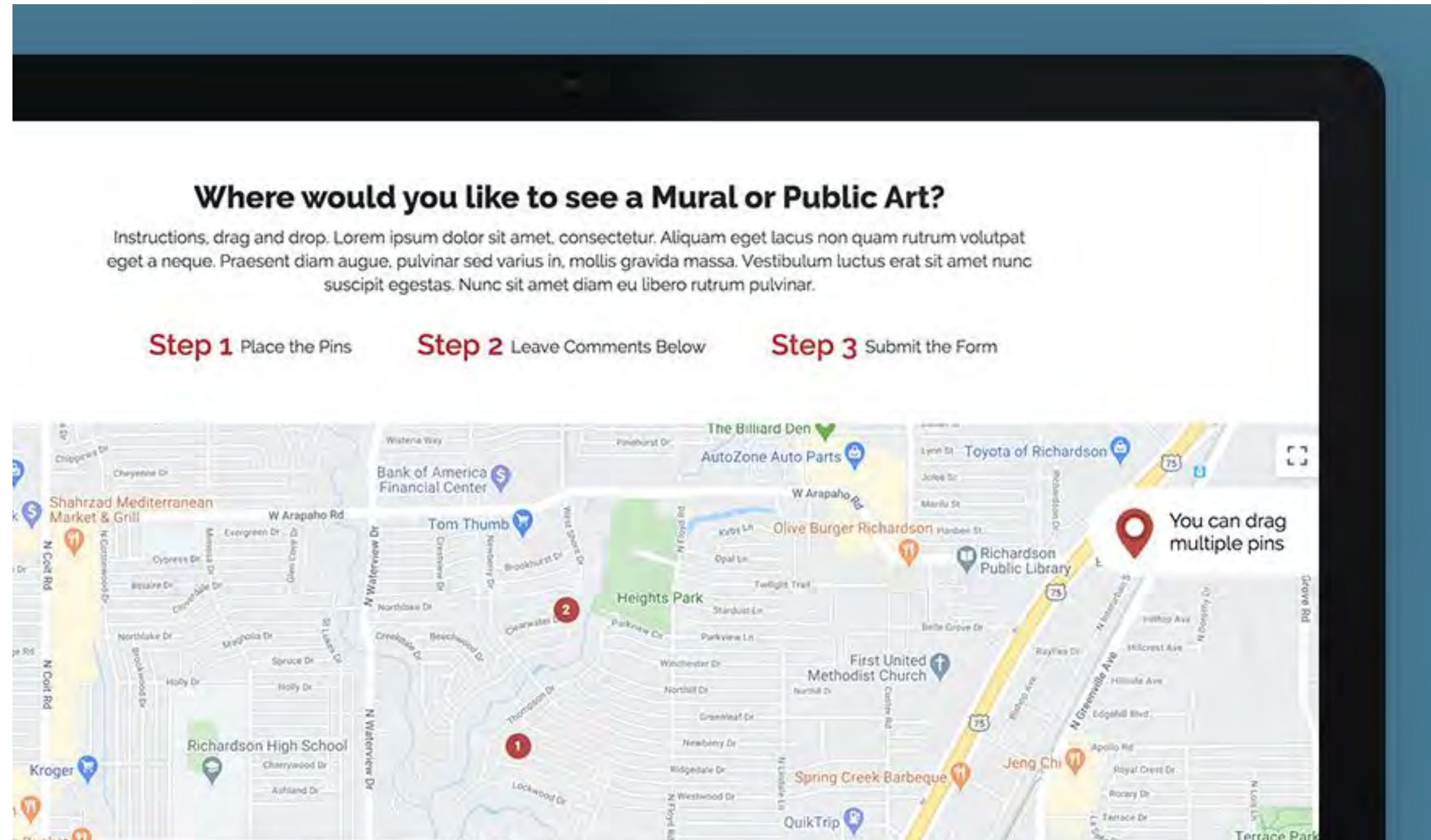
PROJECT WEBSITE

**Not just a website
but a 24/7
engagement
platform in English
& Spanish.**



12+ interactive question types:

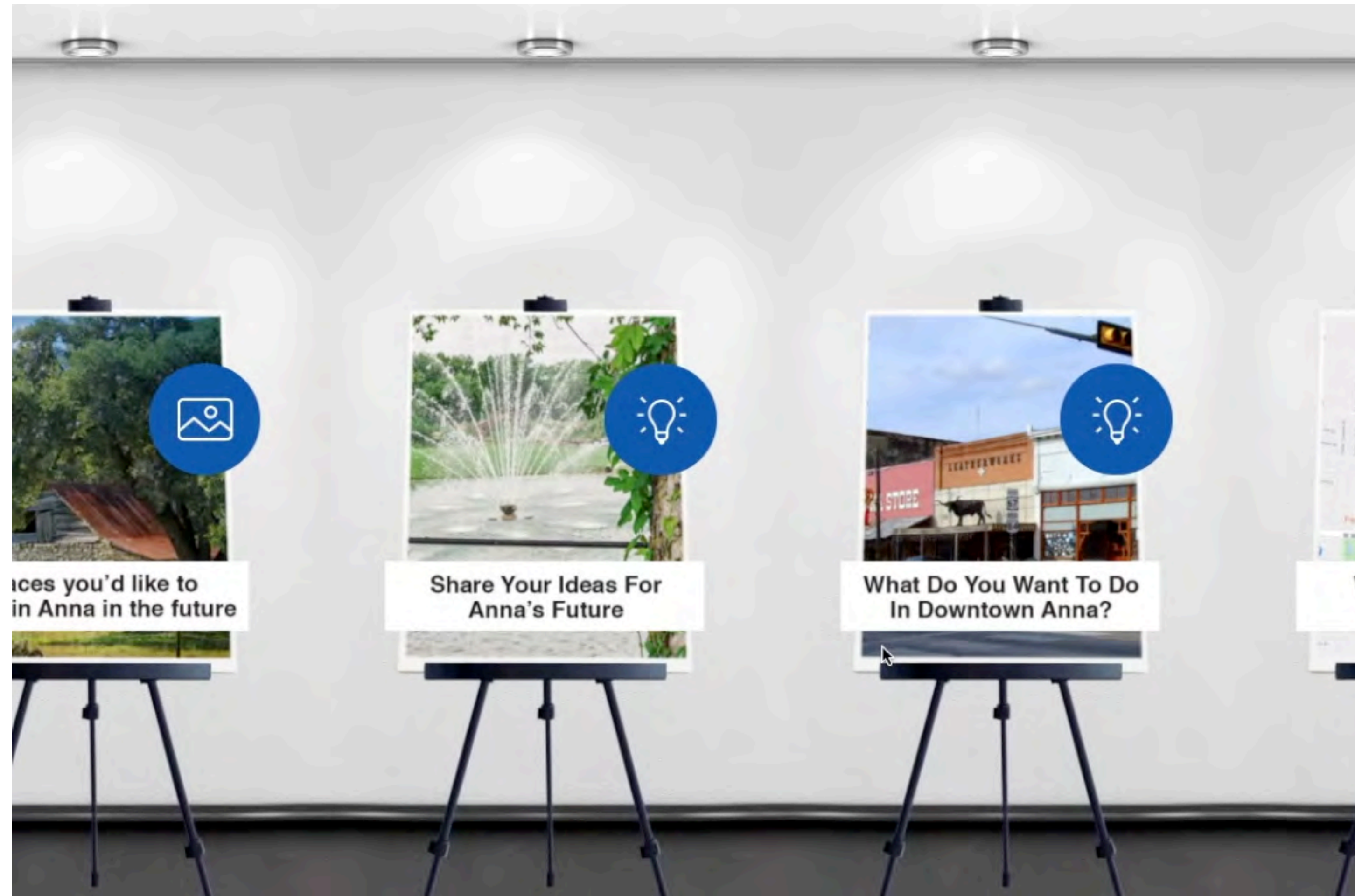
- Pin-drop mapping
- Priority ranking
- Preference tests
- Idea Wall
- & more





VIRTUAL ENGAGEMENT ROOMS

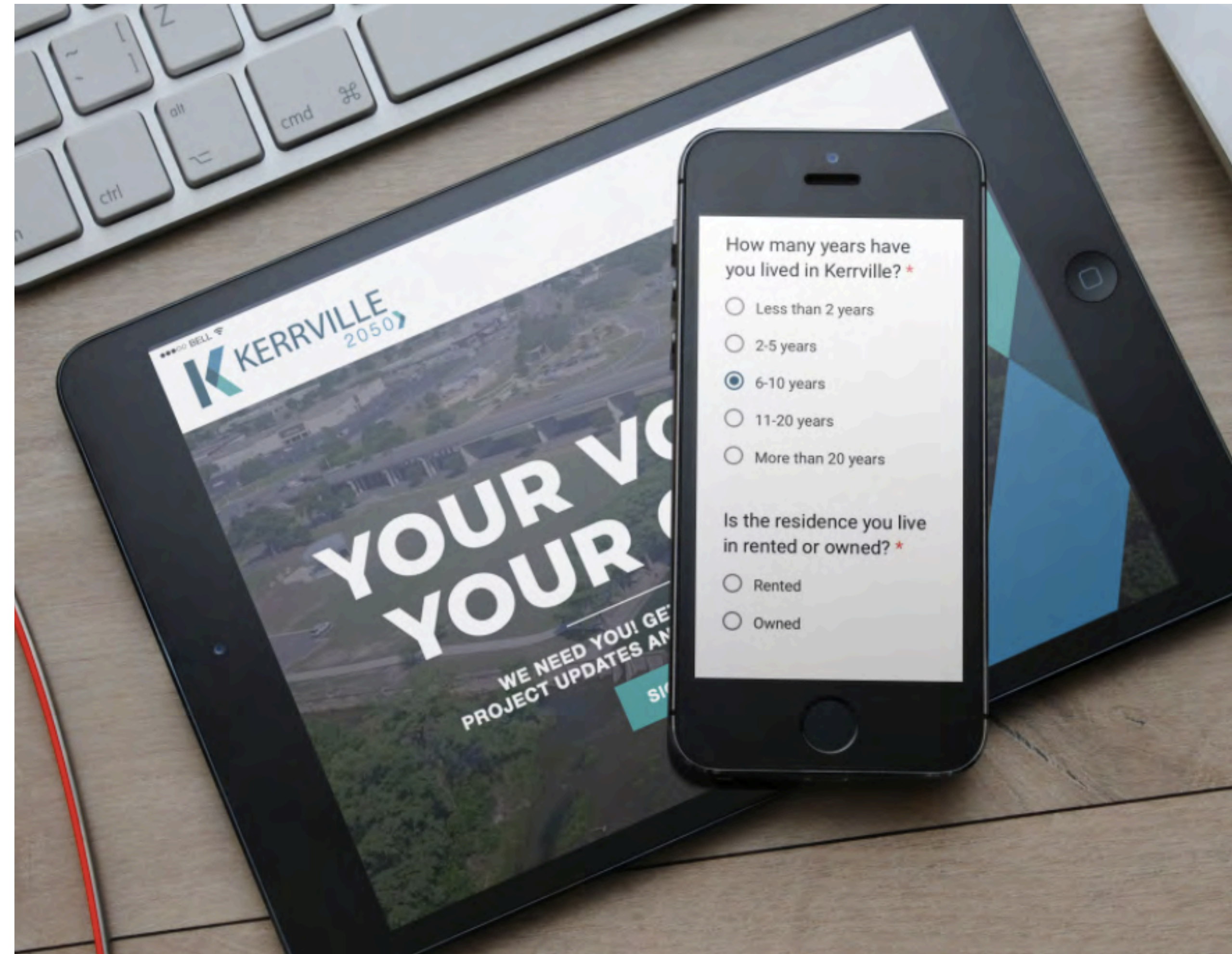
Outreach to
community and
promotion of
surveys & meetings.





SURVEYS & 1-OFF QUESTIONS

**Multiple Surveys
Featured Questions**



☐ PUBLIC OUTREACH + ENGAGEMENT

SOCIAL MEDIA

**Outreach to
community groups
and promotion of
surveys & meetings.**

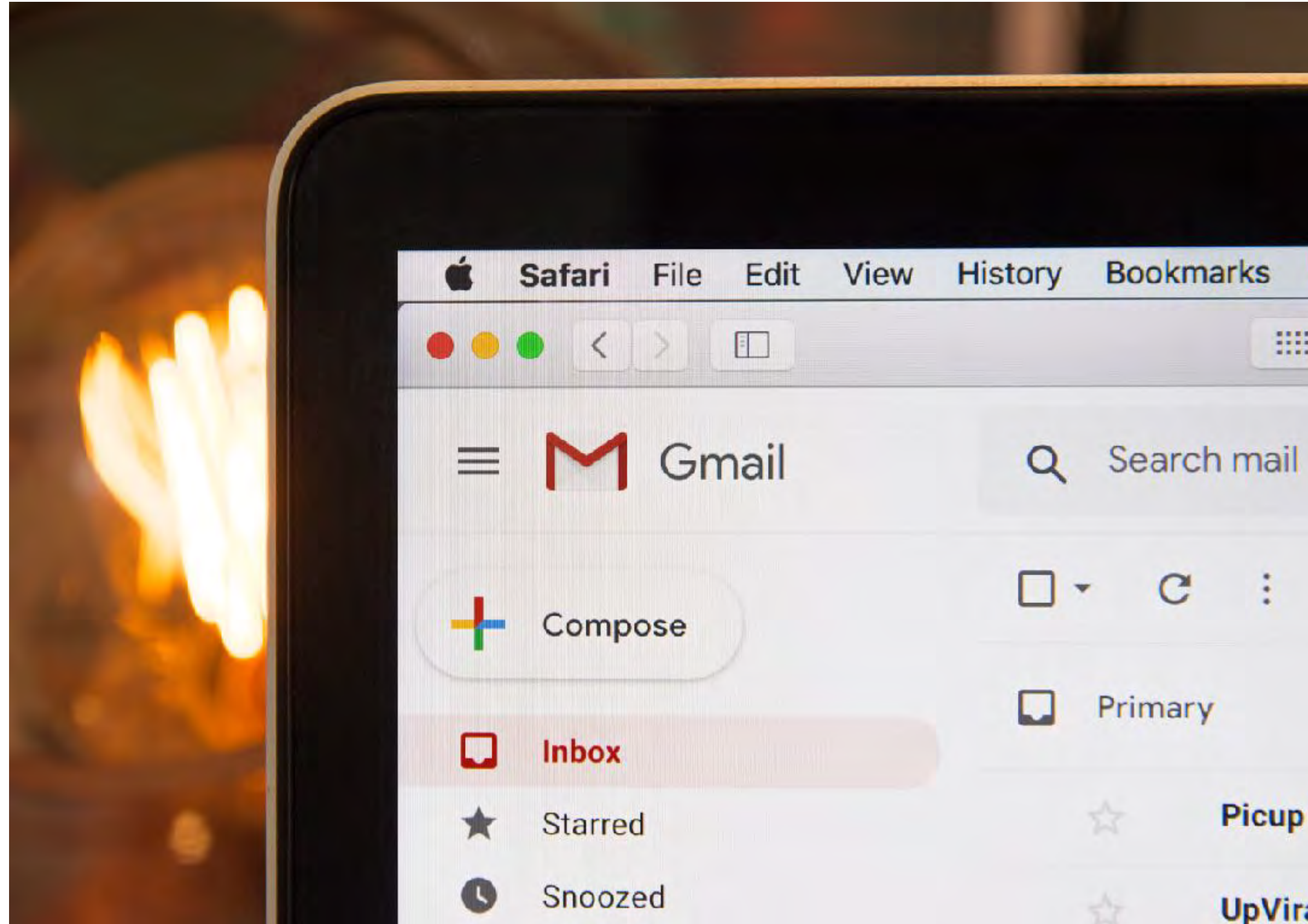


□ PUBLIC OUTREACH + ENGAGEMENT



EMAIL NEWSLETTER

**Outreach to
community and
promotion of
surveys & meetings.**



□ PUBLIC OUTREACH + ENGAGEMENT

FOCUS GROUPS & INTERVIEWS

- Various Interest Groups
- Youth/Children
- Organizations





ON-THE-STREET ENGAGEMENT

**SFA Campus
Downtown
Public Event #1
Public Event #2**



□ PUBLIC OUTREACH + ENGAGEMENT

MULTI-DAY VISIONING & DESIGN CHARRETTE



 PUBLIC OUTREACH + ENGAGEMENT

POP-UP EVENT & ACTIVATION



□ PUBLIC OUTREACH + ENGAGEMENT

DRIVING TOUR & SITE VISITS

**Visit key attractions,
assets, businesses,
and districts.**



2. PUBLIC PARTICIPATION
2.1 Meetings
Steering Committee Meetings (8)
Interviews (11)
Focus Group Meetings (16)
Public Meetings (7)
Meetings-in-box (multiple)
2.2 Man on the Street Engagement
SFA campus
Walkshop Downtown
Public Event #1: e.g. City Festival
Public Event #2: e.g. Farmers Market
2.3 Surveys
Featured Questions of the Week
Comprehensive Plan Topics Surveys
Downtown Master Plan Survey
2.4 Digital Outreach + Engagement
Branding & Website
Email Nurtures + Blasts
Social Media Advertisements
SFA Groups
Online Community Groups

2.5 Two Day Comprehensive Plan Visioning
Interviews (3) - included in 2.1
Focus Group Meeting (2) - included in 2.1
Public Meeting (1) - included in 2.1
Visioning Session Meeting (1 @ end of two days)
Visioning Follow-up Meeting (1)
2.6 Two Day Downtown Design Charrette
Walking Tour of Downtown
Design Charrette sessions (4)
Public Meeting (1)
Share Results Meeting (1 @ end of two days)
Design Charrette Follow-up Meeting (1)
2.7 Volunteers + Citizens Committees + SFA Interns
Walkshop conducted by Main Street Board
Walkshop by SFA interns
Multiple Walkshops by City volunteers
2.8 Updates + Progress Reports
3. COMPREHENSIVE PLAN ELEMENTS
3.1 Comp Plan Visioning + Guiding Principles
Public Feedback on Community Values



❑ ECONOMIC ANALYSIS

□ Market Conditions + Economic Development



- Existing Conditions
- Comprehensive Planning Elements
 - Economic Development
- Downtown Planning Elements
 - Market Analysis
 - Economic Vitality
 - Activation
 - Funding Mechanisms
- Future I-69 Corridor Plan
 - Corridor Economics
- Housing
 - Market Demand
 - Fiscally Responsible Development
 - Increase Economic Benefit



❑ PROJECT FEE STRUCTURE

Nacogdoches Comp Plan + Downtown Master Plan + I-69 Corridor Plan			
Schedule of Fees	Percentage	Fee	Hours
Tasks		Fee Subtotal	Hrs Subtotal
1. PROJECT MANAGEMENT + PRE-PLANNING	16%	\$74,445	472
2. PUBLIC PARTICIPATION	27%	\$128,570	915
3. COMPREHENSIVE PLAN ELEMENTS	17%	\$79,915	440
4. DOWNTOWN MASTER PLAN	19%	\$88,425	553
5. FUTURE I-69 CORRIDOR STUDY	8%	\$36,060	221
6. OVERALL IMPLEMENTATION PLAN	4%	\$17,440	109
7. REPORT WRITING + PRESENTATIONS + ADOPTION	11%	\$53,095	340
Fee Total	100%	\$477,950	3050
Market Anaysis + Economics Fee associated with Comprehensive Plan + I-69 Corridor Study		\$50,000	
Revised Fee		\$427,950	

Revised Schedule of Fees	Percentage	Fee
1. PROJECT MANAGEMENT + PRE-PLANNING	16%	\$66,445
2. PUBLIC PARTICIPATION	28%	\$120,070
3. COMPREHENSIVE PLAN ELEMENTS	15%	\$64,515
4. DOWNTOWN MASTER PLAN	21%	\$88,425
5. FUTURE I-69 CORRIDOR STUDY	7%	\$29,185
6. OVERALL IMPLEMENTATION PLAN	3%	\$13,590
7. REPORT WRITING + PRESENTATIONS + ADOPTION	11%	\$45,095
Fee Total	100%	\$427,325

□ Optimization of Effort

City Staff + DTJ team Collaboration

- Compilation of background data
- GIS base mapping
- Summarize current review & approval processes
- Technical support & review
- Engagement
 - Stakeholder identification
 - Translations
 - Additional digital outreach
 - Additional “man-on-the-street” engagement
 - Logistics & support for public meetings & events

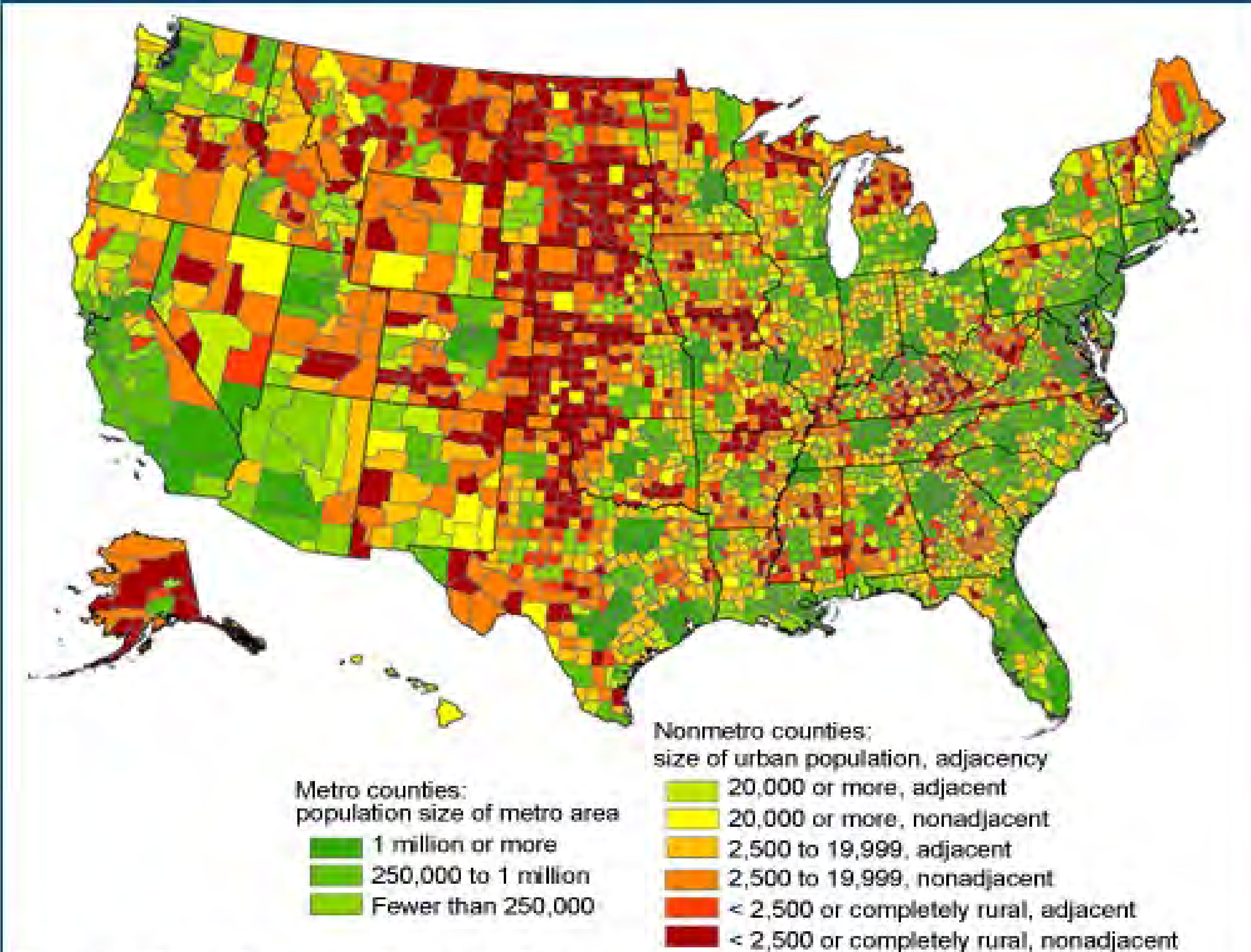




□ DISCUSSION

□ Rural-Urban Continuum

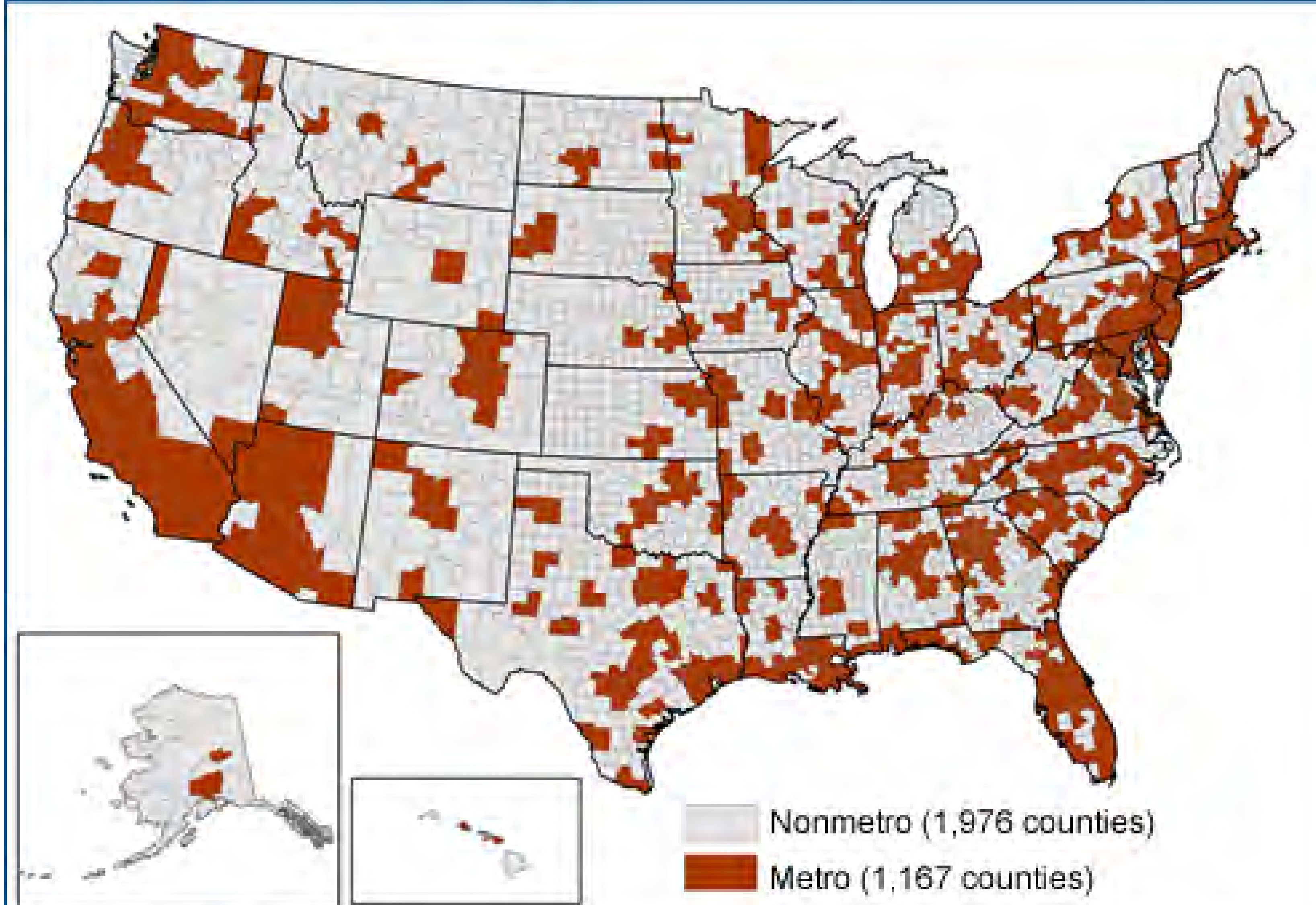
2013 Rural-Urban Continuum Codes



Source: USDA, Economic Research Service using data from the U.S. Census Bureau.

Metro and nonmetro counties, 2013

□ Rural-Urban Continuum



Source: USDA, Economic Research Service using data from the U.S. Census Bureau.

		State	County Name	Population	RUCC 2013	Description
	1	TX	Andrews County	14,786	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	2	TX	Angelina County	86,771	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
	3	TX	Bee County	31,861	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	4	TX	Bosque County	18,212	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	5	TX	Brown County	38,106	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
1	6	TX	Burnet County	42,750	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	7	TX	Calhoun County	21,381	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	8	TX	Camp County	12,401	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	9	TX	Cass County	30,464	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	10	TX	Castro County	8,062	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	11	TX	Cherokee County	50,845	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	12	TX	Coleman County	8,895	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	13	TX	Colorado County	20,874	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	14	TX	Cooke County	38,437	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	15	TX	Crane County	4,375	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	16	TX	Deaf Smith County	19,372	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	17	TX	DeWitt County	20,097	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	18	TX	Dimmit County	9,996	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	19	TX	Eastland County	18,583	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	20	TX	Erath County	37,890	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	21	TX	Fannin County	33,915	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	22	TX	Fayette County	24,554	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	23	TX	Floyd County	6,446	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	24	TX	Frio County	17,217	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	25	TX	Garza County	6,461	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	26	TX	Gonzales County	19,807	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	27	TX	Gray County	22,535	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	28	TX	Grimes County	26,604	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	29	TX	Hale County	36,273	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	30	TX	Hamilton County	8,517	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	31	TX	Harrison County	65,631	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	32	TX	Haskell County	5,899	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	33	TX	Henderson County	78,532	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	34	TX	Hill County	35,089	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	35	TX	Hockley County	22,935	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	36	TX	Hopkins County	35,161	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	37	TX	Howard County	35,012	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	38	TX	Hutchinson County	22,150	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	39	TX	Jack County	9,044	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	40	TX	Jackson County	14,075	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	41	TX	Jasper County	35,710	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	42	TX	Jim Hogg County	5,300	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	43	TX	Jim Wells County	40,838	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	44	TX	Karnes County	14,824	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	45	TX	Kerr County	49,625	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	46	TX	Kleberg County	32,061	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	47	TX	Lamar County	49,793	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
	48	TX	Lamb County	13,977	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	49	TX	La Salle County	6,886	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	50	TX	Lavaca County	19,263	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	51	TX	Lee County	16,612	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	52	TX	Limestone County	23,384	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	53	TX	Madison County	13,664	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	54	TX	Matagorda County	36,702	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	55	TX	Maverick County	54,258	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
1	56	TX	Milam County	24,757	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	57	TX	Montague County	19,719	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	58	TX	Morris County	12,934	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	59	TX	Nacogdoches County	64,524	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
1	60	TX	Navarro County	47,735	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	61	TX	Nolan County	15,216	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	62	TX	Palo Pinto County	28,111	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	63	TX	Panola County	23,796	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	64	TX	Polk County	45,413	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	65	TX	Reagan County	3,367	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	66	TX	Red River County	12,860	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	67	TX	Refugio County	7,383	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	68	TX	Runnels County	10,501	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	69	TX	Starr County	60,968	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	70	TX	Swisher County	7,854	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	71	TX	Terry County	12,651	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	72	TX	Tyler County	21,766	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	73	TX	Uvalde County	26,405	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	74	TX	Val Verde County	48,879	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
1	75	TX	Van Zandt County	52,579	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	76	TX	Walker County	67,861	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	77	TX	Ward County	10,658	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	78	TX	Washington County	33,718	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	79	TX	Wharton County	41,280	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	80	TX	Wilbarger County	13,535	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	81	TX	Willacy County	22,134	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	82	TX	Winkler County	7,110	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	83	TX	Wood County	41,964	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	84	TX	Zapata County	14,018	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
47						

The 2013 Rural-Urban Continuum¹

- Nacogdoches County
 - Category 5
 - Compares well with counties in the 4 to 6 range
 - Number Texas counties² in the 4 to 6 range = 84
- DTJ team’s Relevant Work Experience
 - Team members have worked in 47 of the 84 referenced Texas counties

Notes:

- 1) Categories of Nonmetro – Urban population, adjacent to a metro area
- 2) Many Texas counties in the 4-6 category may not necessarily engage in this type of long-range planning, either because of their size or lack of resources

□ Why the Comprehensive Plan Update?



- Existing Comprehensive Plan is out of date.
- Does not reference the latest urban planning and design trends (i.e. experiential/destination retail, smart technologies).
- Does not respond to changes in the Community – demographic changes, IH 69 development, development or Ride Sharing....
- Comprehensive Plan website not easily navigable.
- Missing middle housing is prevalent in Nacogdoches; lack of housing diversity.
- Funding becomes accessible only through a plan.
- An update is necessary to reflect the vision of the community and current leaders.

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- An update is necessary to reflect the vision of the community and current leaders.

Without vision (or a plan), you have no direction.

Without direction, you have no purpose

Steve Gilliland

□ Why a Downtown Master Plan?



- A vibrant downtown will be key to remaining competitive with other places in Texas.
- Downtown function as the heart of Nacogdoches.
- Downtown is a driving factor in the City's brand & economic.
- Downtown is key in retaining students from SFASU.
- Downtown is underutilized.
- Downtown WILL change – a plan is needed to guide that change & to build upon the current success.
- If the City doesn't plan for downtown's future, other people will do so for the City – it might not be what the City wants.
- For realizing its true potential, Downtown is missing:
 - Gravity of A+ operators
 - Placemaking that is welcoming
 - Quality amenities

□ Why the DTJ team



DTJ team's current understanding of Nacogdoches:

- Tremendous history – the oldest town in Texas
- With SFA, the city is considered a “Town & Gown” community with tremendous opportunities, i.e. cultural events, entertainment, arts and sports
- Beautiful natural features and gardens
- Unique offerings AND unique potential
- Huge tourism potential

The DTJ team:

- National experts + local presence
- Planners + designers + engineers
- Understand trends + innovations
- We always start with the community
- We listen – listen – listen – and – listen again
- We think ahead and into the future
- We are passionate + extremely excited to work with you



Intentional Listening – Responsive Delivery

□ WE ARE HERE TO SERVE YOU

dtj
DESIGN

Q+A

planning | architecture | landscape architecture



□ MAP REFERENCES

KEY

CITY LIMITS



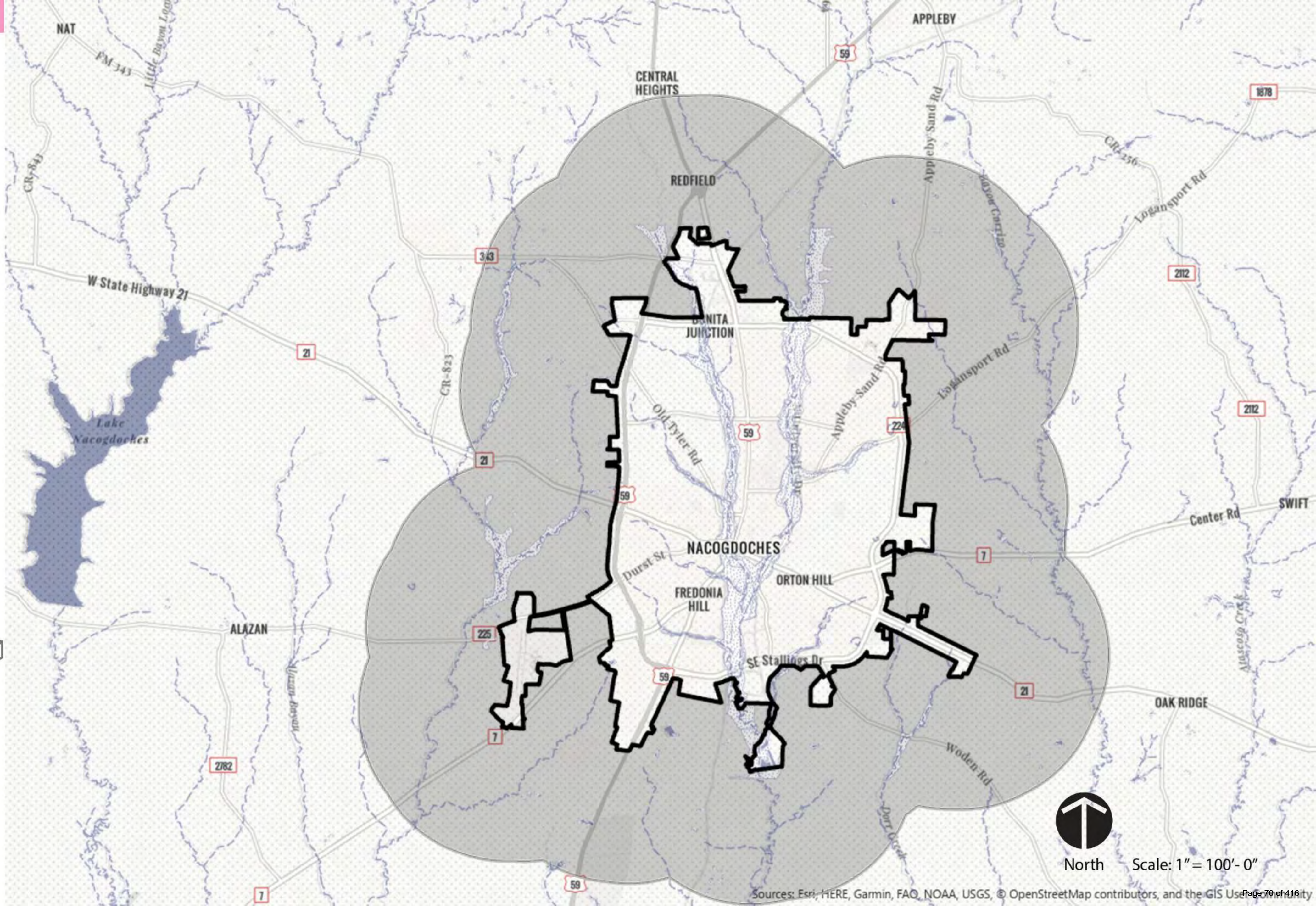
ETJ



BODIES OF WATER



BASE MAP



KEY

CITY LIMITS



ETJ



ROADS & RAIL LINES



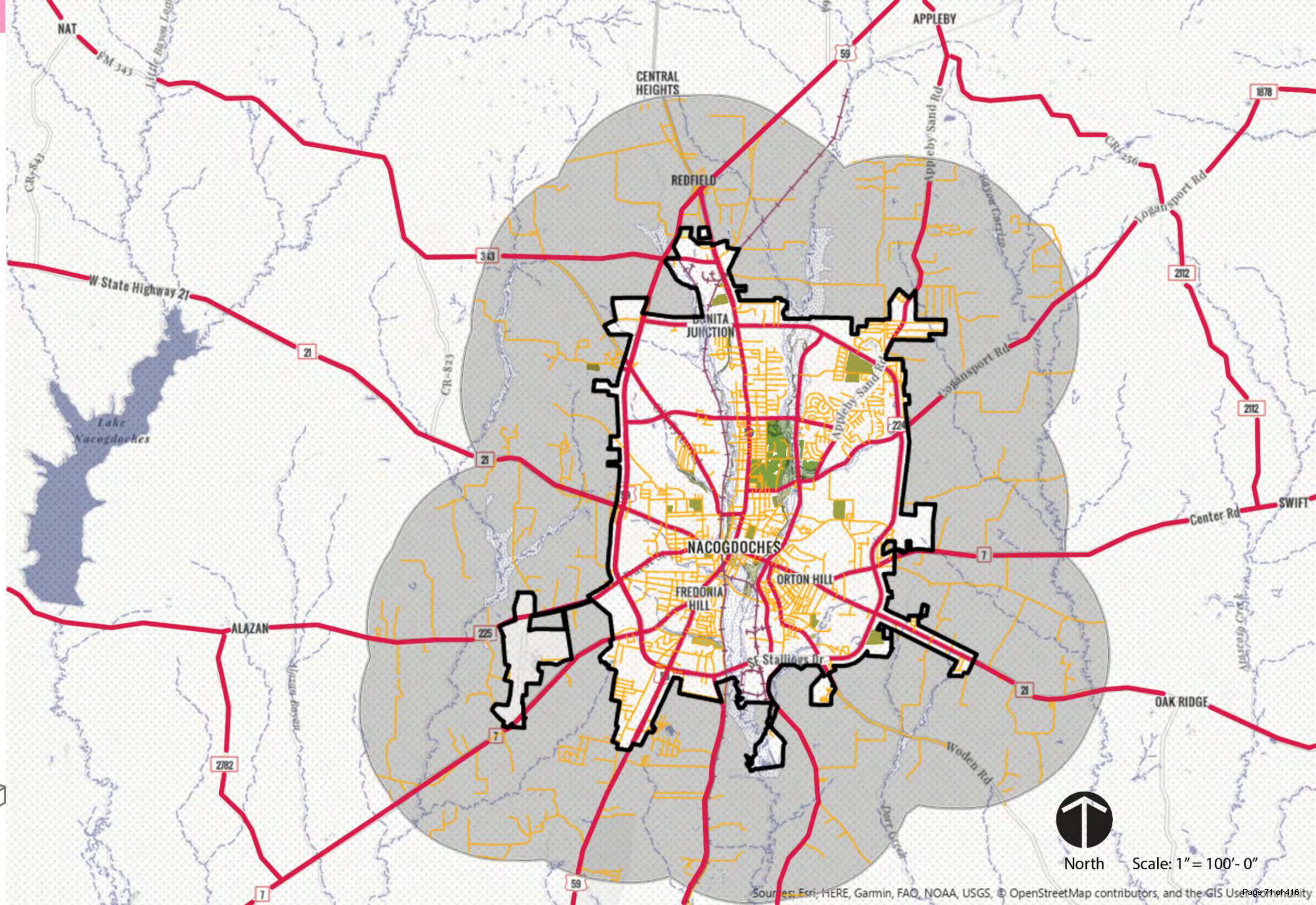
TRAILS & OPEN SPACE



BODIES OF WATER



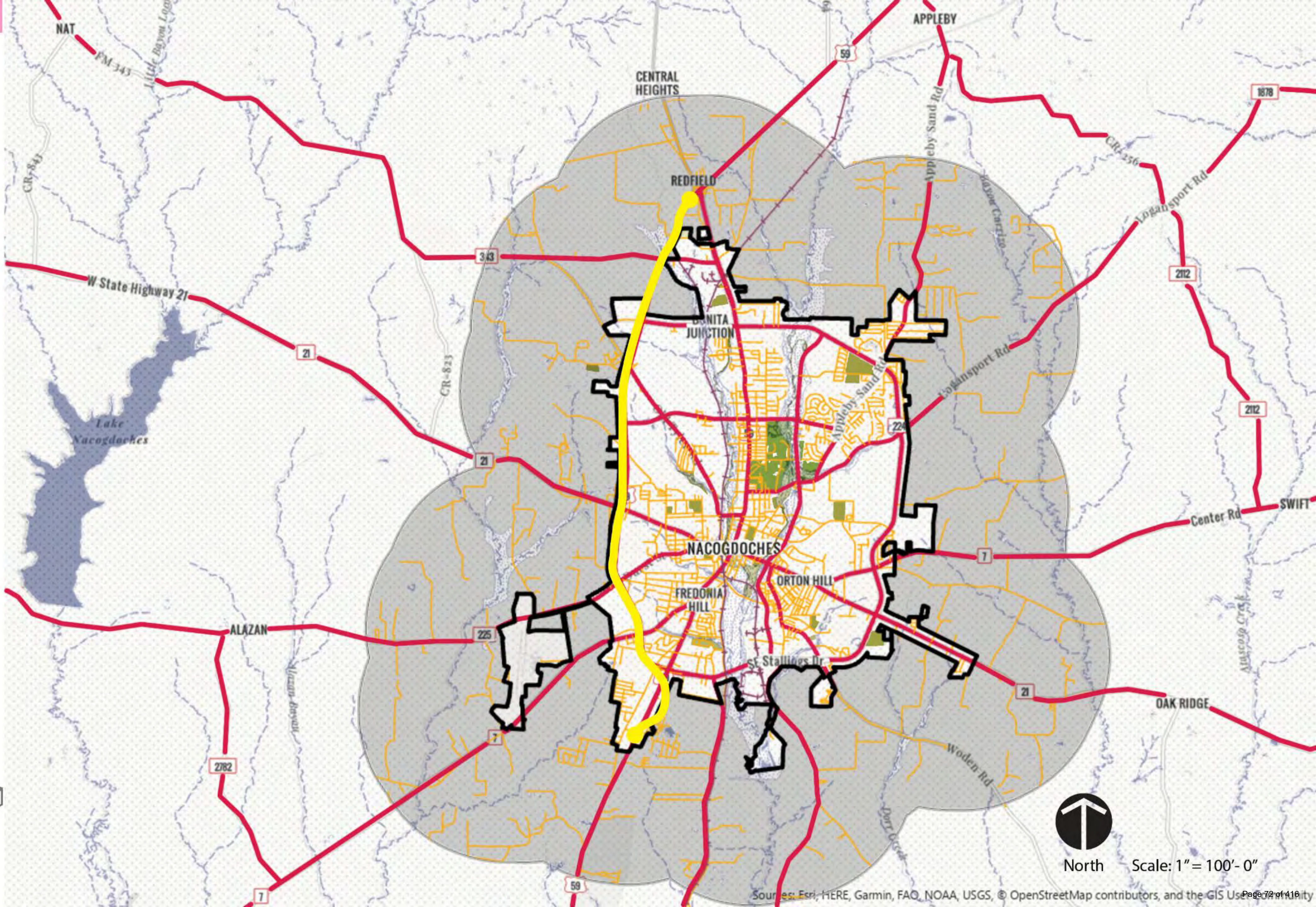
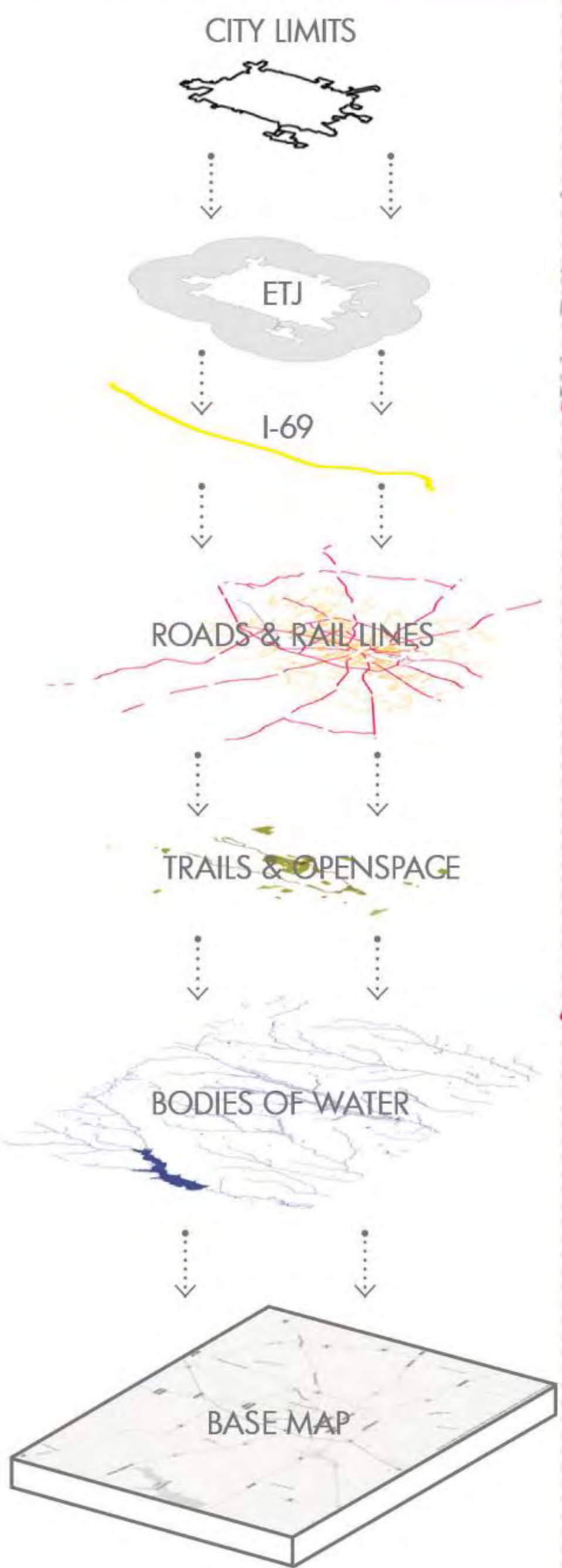
BASE MAP



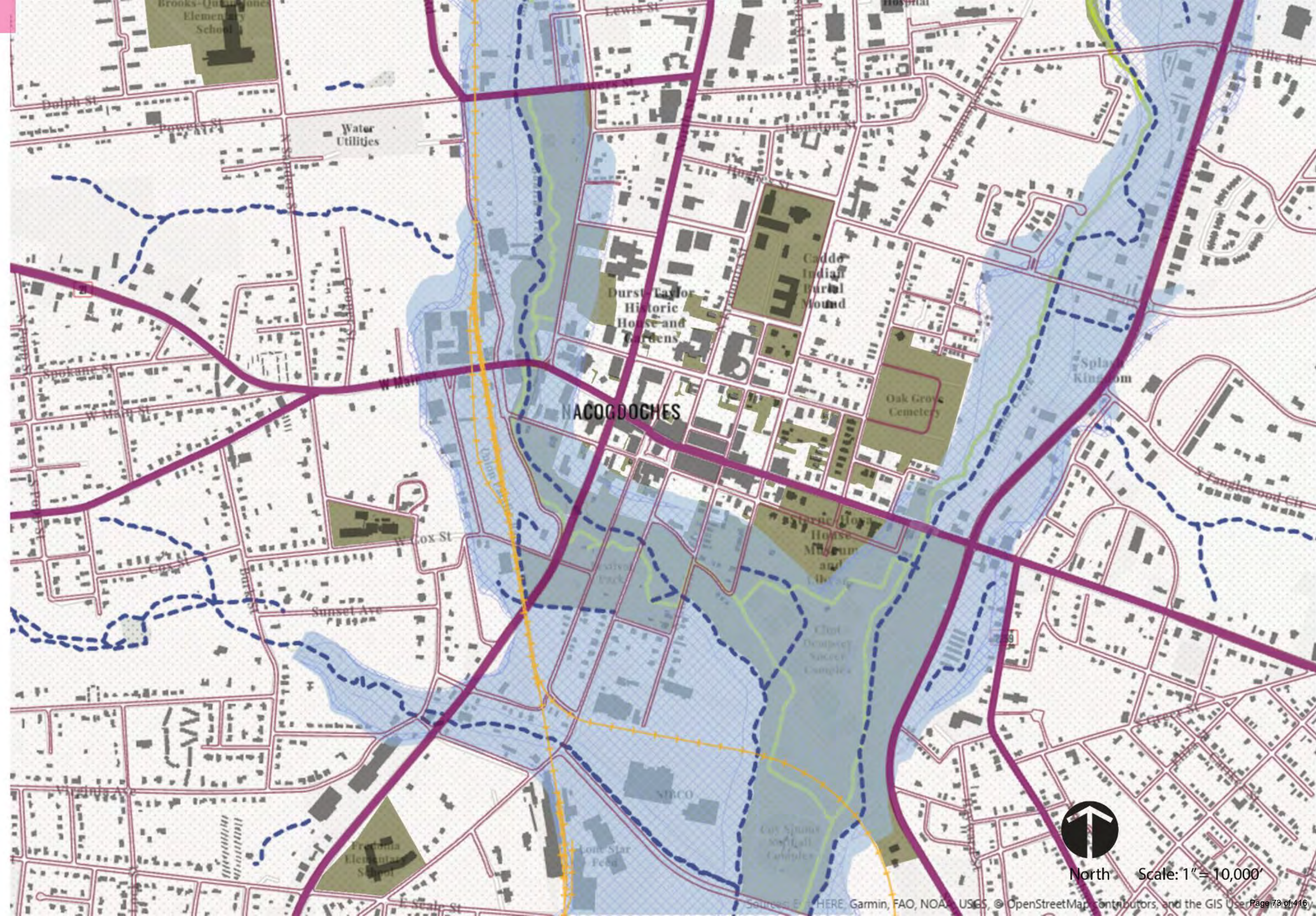
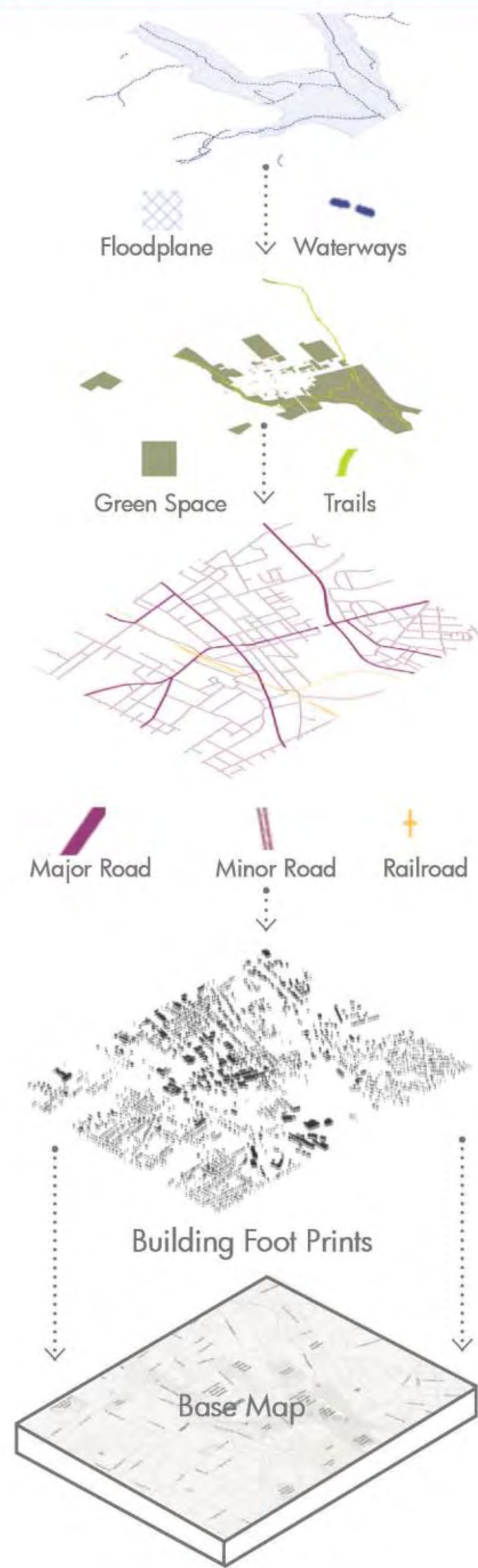
North

Scale: 1" = 100' - 0"

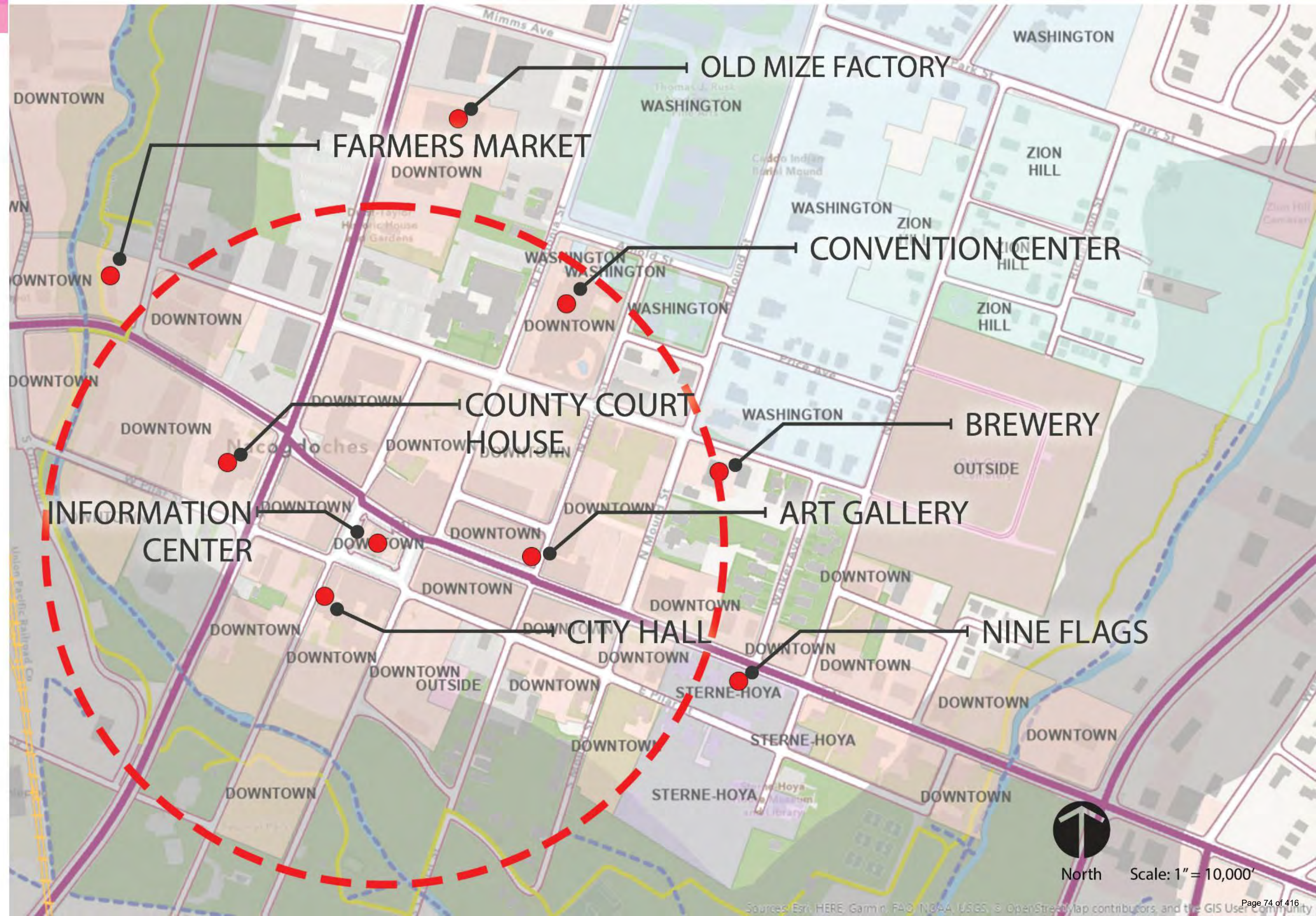
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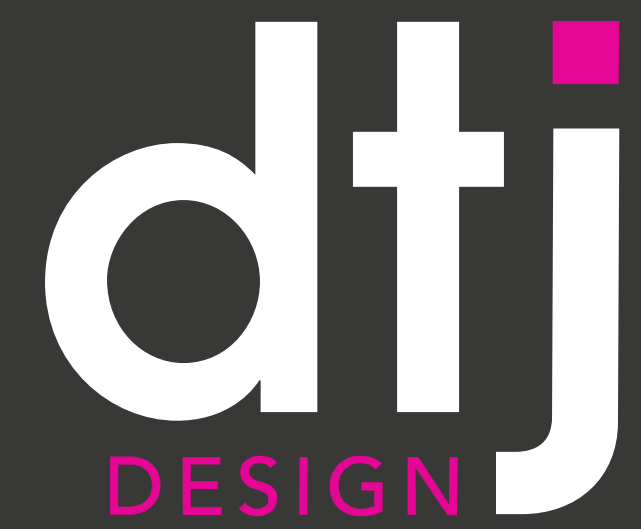


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KEY





planning | architecture | landscape architecture



City Council Meeting

Date: September 21, 2021

Agenda Item: 6.A.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes for August 24, 2021 special meeting and September 7, 2021 regular meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

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

ATTACHMENTS: 1. Minutes for 08.24.21
2. Minutes for 09.07.21



Special Session
Nacogdoches City Council
August 24, 2021 – 5 p.m.
C.L. Simon Recreation Center
1112 North Street, Nacogdoches Texas

DRAFT

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

1. Called to order at 5 p.m.
2. Pledge of Allegiance.
3. No one spoke during Open Forum.

4. REGULAR AGENDA:

- A. Receive an update, hold a discussion and give staff direction regarding the proposed Comprehensive Land Use Plan and Downtown Master Plan studies.

Mario Canizares, City Manager, introduced the item and the process. Alaina Chafin, Planning Director, introduced the consultants who were recommended by City staff to work on the Comprehensive Plan update and the Downtown Master Plan update.

Francois De Kock, DTJ Design Project Manager, assured City Council that public engagement would be at the forefront of these plans and the updates will be specific to what Nacogdoches needs. DTJ Design will be the primary consultant for visioning, planning and urban design, trails, and quality assurance and quality control. DTJ Design chose the following sub-consultants who are specialists in their fields:

- CivicBrand specializes in public outreach and engagement.
 - o Brissa Byford and Ryan Short
- KSA Engineers specialize in infrastructure and flood management.
 - o Danny Hays and Bob Thurber
- Catalyst specializes in marketing, economics and housing.
 - o Jason Claunch
- Livable Plans and Codes specialize in small area plans, zoning and regulations.
 - o Jay Narayana
- Lee Engineering specializes in transportation planning.
 - o Jody Short
- Two Fifteen Consulting specializes in local resources.
 - o Michael Dalaney

Mr. De Kock reviewed project approach, project tasks, project timeline, public engagement, economic analysis and fee structure. He also covered project website, virtual engagement, focus groups, visioning and design charrette, public meetings, marketing and economic development. (Presentation is attached)

City Council discussed neighborhood revitalization, housing shortage, low income neighborhoods, substandard housing, diversity, inclusivity, citizen committees, survey mediums, focus group selection and public meeting inclusivity. Other discussions included commitment to the process, community strengths and historic diversity.

The consultants discussed unifying and uniting the community, diversity, inclusivity, promoting public meetings, utilizing committees, common challenges and quality of life. They also discussed translating the surveys and website into Spanish, engaging leaders from the different communities and return on investment. The consultants gave examples of other communities they have worked in and how it relates to Nacogdoches.

Public comment included the following:
Ann Keenan stated citizens must know their opinions are important to the plan and we must make sure we follow the plan.

Jason Monday with Monday Sign Service asked about the project cost and what is included in that cost.

Minutes unofficial until approved by City Council

Chris Englert stated growth should benefit all of Nacogdoches and the City needs good mentors with a vision to grow each ward.

Joanne Englert stated overgrown lots and grass growing over the curb need immediate attention. She also discussed community volunteers helping to clean up the trash in the neighborhoods.

City Manager Mario Canizares discussed reorganization and hiring more employees to increase code enforcement efforts in the City. He also discussed the Comprehensive Plan Committee and the Downtown Master Plan Committee and their responsibilities.

5. Meeting adjourned at 7:29 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary



Update on Comprehensive Plan and Downtown Master Plan City Council Meeting - August 24, 2021



Timeline Recap

- December & January work sessions with Council, direction given to proceed.
- March 7, RFQ's published.
- March 26, deadline for RFQs.
- April 5, review panel met to review all RFQ submittals.
- May 1, City Election
- May 11 & 13, interviewed 3 semi-finalists for Comp. Plan & DT Master Plan.
- May 18, City Council work session.
- June 7 & 8, public forum meetings.
- June 15, public forum follow-up, presentation of survey results, direction given to proceed with selection of consultant.

Steering Committees: Applications due June 25

Comprehensive Land Use Plan – 15 persons

City Council Member, NISD Rep, Planning & Zoning Commission Member, SFA Rep, NEDCO Board Rep, and 10 from the community

Downtown Master Plan – 14 persons

City Council Member, Main Street Rep, NHLPC Rep, CVB Board Rep, and 10 from the community

- All committee meetings would be open to the public
- All committee members appointed by City Council



Discussion for City Council:

- RFQ procurement
 - Presentation by Consultant
 - Q&A with Council
- Steering Committee application review and selection
- Contract date

Shortlisted Firms

Final Scores		
RFQ	Consultant	Ave. Score
Comp Plan	DTJ Design	357
Comp Plan	Verdunity	341
Comp Plan	Stantec	297
DMP	DTJ Design	354
DMP	Design Workshop	352
DMP	Gunda Corporation	241



Q&A

Thank You!

Visit us at www.nacogdochesplans.com



City Council Meeting
08.24.21

Nacogdoches Comprehensive Plan + Downtown Master Plan + Future I-69 Corridor Plan

DTJ DESIGN | 08.24.21



Intentional Listening – Responsive Delivery

□ TABLE OF CONTENTS

1. Introduction
2. Project Approach
3. Project Tasks
4. Project Timeline
5. Public Engagement
6. Economic Analysis
7. Project Fee
8. Discussion





□ INTRODUCTION



PRIME

VISIONING, PLANNING + DESIGN
for PARKS + TRAILS + QAQC



CHRIS MOORE
PRINCIPAL IN CHARGE



FRANCOIS DE KOCK
PROJECT MANAGER

SUBCONSULTANTS

PUBLIC OUTREACH + ENGAGEMENT



RYAN SHORT, CEO



BRISA BYFORD,
SENIOR STRATEGIST

INFRASTRUCTURE + FLOOD MANAGEMENT



BOB THURBER, PE
PROJECT MANAGER



DANNY HAYS, PE
PROJECT MANAGER



ORG CHART



SUBCONSULTANTS

MARKET + ECONOMICS + HOUSING



JASON CLAUNCH
PRESIDENT

SMALL AREA PLANS + ZONING + REGULATIONS



JAY NARAYANA, AICP
PRINCIPAL



TRANSPORTATION PLANNING



JODY SHORT, PE
PRESIDENT + PROJECT MANAGER



LOCAL RESOURCE



MICHAEL DELANEY, PE
PROJECT MANAGER





❑ PROJECT APPROACH

□ Integrative Approach



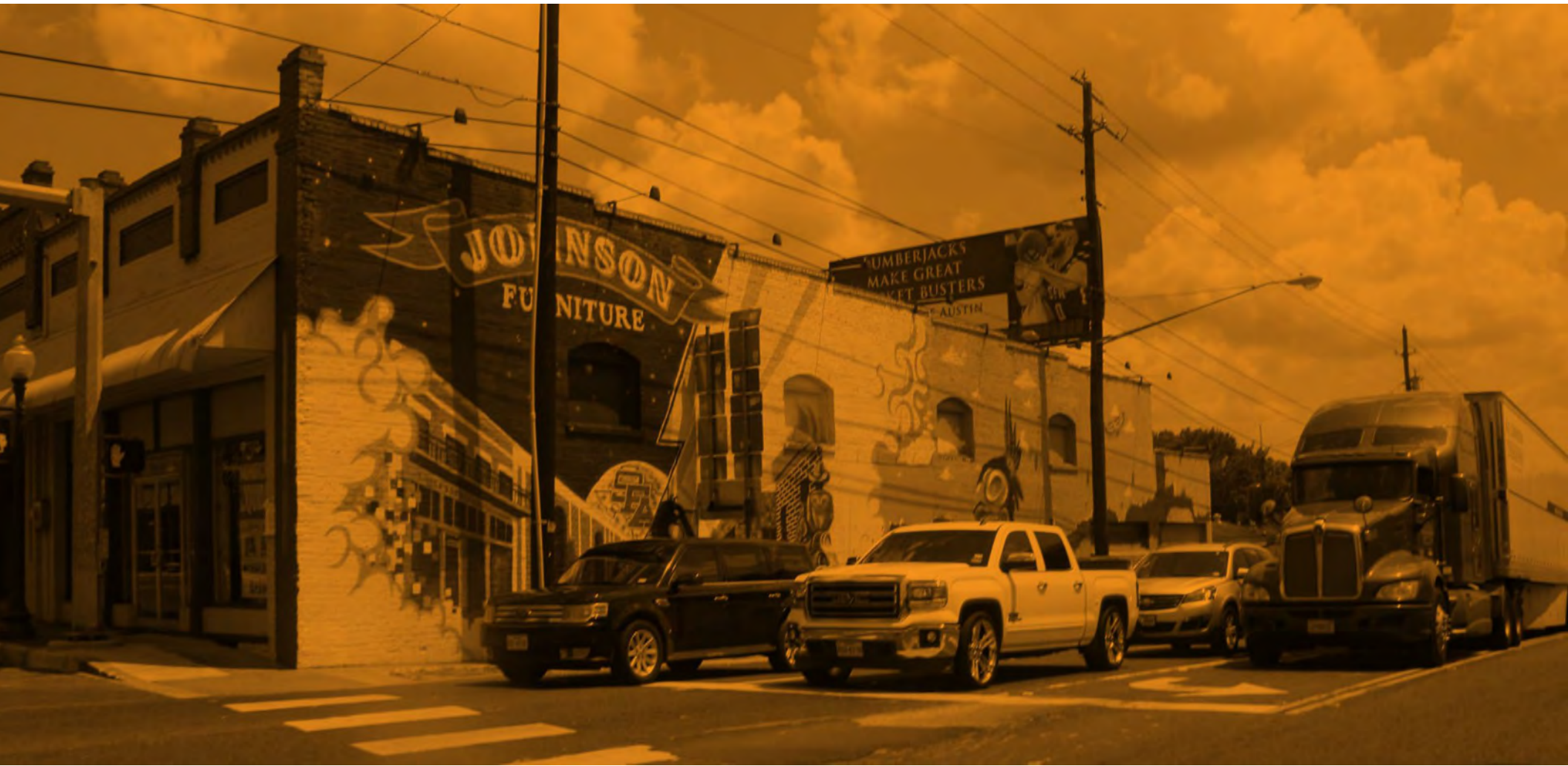
- Exhaustive Community Engagement
- Integration of Disciplines
 - Land Use
 - Transportation
 - Infrastructure
 - Economics
- Integration of Scales
 - Comprehensive Plan (citywide)
 - Downtown Focus Master Plan (small area plan)
 - I-69 Corridor Plan (small area plan)
- Relevant Planning Principles
 - Neighborhood Transitions
 - Connectivity
 - Walkability
- Build on Nacogdoches strengths and beauty

□ Integrative Approach



- Exhaustive Community Engagement
- Integration of Disciplines
 - Land Use
 - Transportation
 - Infrastructure
 - Economics
- Integration of Scales
 - Comprehensive Plan (citywide)
 - Downtown Focus Master Plan (small area plan)
 - I-69 Corridor Plan (small area plan)
- Relevant Planning Principles
 - Neighborhood Transitions
 - Connectivity
 - Walkability
- Build on Nacogdoches strengths and beauty

Overarching Principle:
Quality of Life for ALL People



❑ PROJECT TASKS

City of Nacogdoches Comprehensive Plan + Downtown Master Plan + Future I-69 Corridor Plan
Tasks
1. PROJECT MANAGEMENT + PRE-PLANNING
2. PUBLIC PARTICIPATION
3. COMPREHENSIVE PLAN ELEMENTS
4. DOWNTOWN MASTER PLAN
5. FUTURE I-69 CORRIDOR STUDY
6. OVERALL IMPLEMENTATION PLAN
7. REPORT WRITING + PRESENTATIONS + ADOPTION



❑ PROJECT TIMELINE

City of Nacogdoches	Comprehensive Plan + Downtown Master Plan + Future I-69 Corridor Plan													
PROJECT TIMELINE	2021			2022										
Tasks	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1. PROJECT MANAGEMENT + PRE-PLANNING														
2. PUBLIC PARTICIPATION														
3. COMPREHENSIVE PLAN ELEMENTS														
4. DOWNTOWN MASTER PLAN														
5. FUTURE I-69 CORRIDOR STUDY														
6. OVERALL IMPLEMENTATION PLAN														
7. REPORT WRITING + PRESENTATIONS + ADOPTION														

PROJECT TIMELINE

City of Nacogdoches

Comprehensive Plan + Downtown Master Plan + Future I-69 Corridor Plan

PROJECT TIMELINE	2021			2022										
Tasks	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1. PROJECT MANAGEMENT + PRE-PLANNING														
1.1 Pre-Planning														
1.2 Baseline Information														
1.3 Implementation Status of Existing Plan														
1.4 Base Mapping + Demographics														
1.5 Existing Conditions														
1.6 Ongoing Project Management														
2. PUBLIC PARTICIPATION														
2.1 Meetings														
2.2 Man on the Street Engagement														
2.3 Surveys														
2.4 Digital Outreach + Engagement														
2.5 Two Day Comprehensive Plan Visioning														
2.6 Two Day Downtown Design Charrette														
2.7 Volunteers + Citizens Committees + SFA Interns														
2.8 Updates + Progress Reports														

PROJECT TIMELINE	2021			2022										
Tasks	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
3. COMPREHENSIVE PLAN ELEMENTS														
3.1 Comp Plan Visioning + Guiding Principles														
3.2 Comprehensive Plan Planning Elements														
3.3 Comprehensive Plan Implementation														
4. DOWNTOWN MASTER PLAN														
4.1 Downtown Vision + Guiding Principles														
4.2 Downtown Planning Elements														
4.3 Downtown Implementation Plan														
5. FUTURE I-69 CORRIDOR STUDY														
5.1 Land Use + Zoning Analysis														
5.2 Public infrastructure analysis														
5.3 Corridor Aesthetics														
5.4 Connectivity														
5.5 Corridor Economics														
5.6 Concept Development														
5.7 Corridor Implementation Strategy														

PROJECT TIMELINE	2021			2022										
Tasks	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
6. OVERALL IMPLEMENTATION PLAN														
6.1 Action Steps + Implementation Strategy														
6.2 Comprehensive Decision-Making Packages														
7. REPORT WRITING + PRESENTATIONS + ADOPTION														
7.1 Report with text, graphs, maps & graphics														
7.2 Presentations + Plan Adoption														



□ COMMUNITY OUTREACH + ENGAGEMENT



"Cities have the capability of providing something for everybody, only because, and only when, they are created by everybody."

- JANE JACOBS

❑ PUBLIC OUTREACH + ENGAGEMENT

Forbes

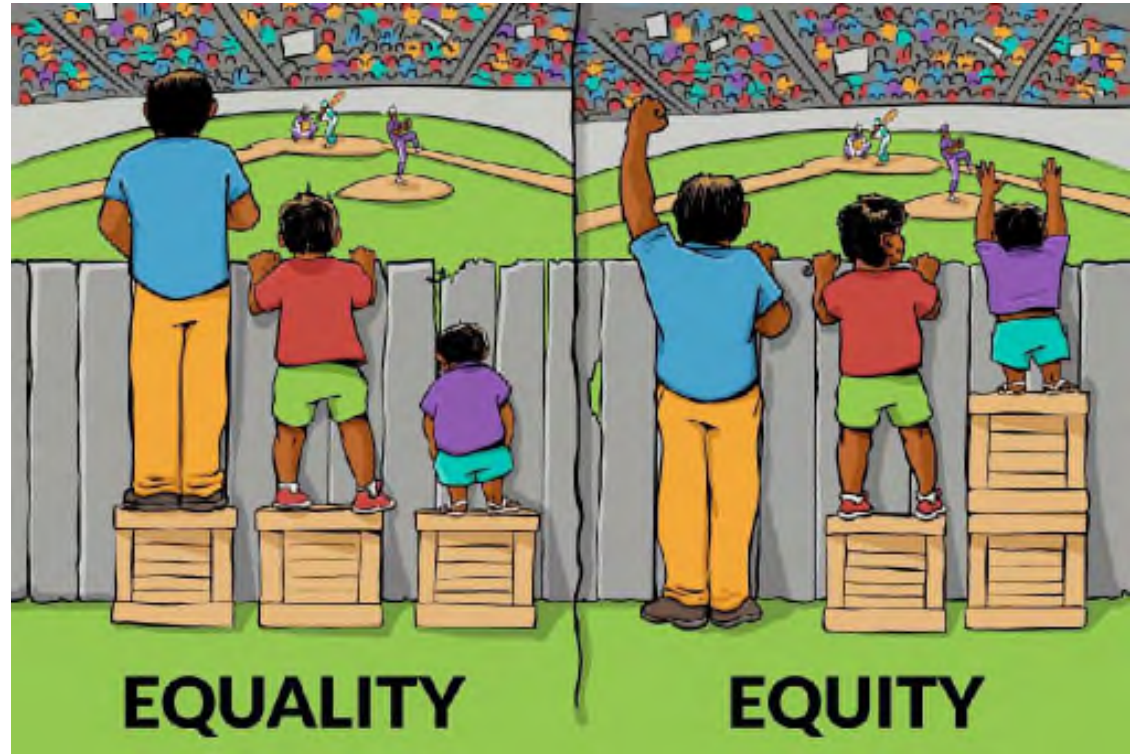
Aug 20, 2020, 07:00am EDT | 369 views

Equity In Public Engagement



Ryan Short Forbes Councils Member
Forbes Agency Council **COUNCIL POST** | Membership (fee-based)
Leadership

Ryan Short is the CEO of [CivicBrand](#), a city and district branding agency with offices in Dallas, TX and Salida, CO.



□ PUBLIC OUTREACH + ENGAGEMENT



DESIGNED TO REACH EVERYONE

□ PUBLIC OUTREACH + ENGAGEMENT

Persona based strategy to identify hard to reach groups and key organizations and individuals that can help.

Digital solutions to efficiently reach a wide audience that would never attend a public meeting.

Mobile-friendly to reach those who may not have internet at home.

On-the-street engagement to meet people where they are.



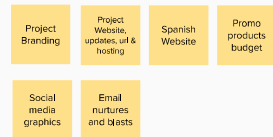
NACOGDOCHES, TX BRANDING & ENGAGEMENT TASKS



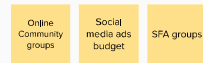
PROJECT MGMT



COMMUNICATIONS



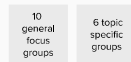
DIGITAL OUTREACH



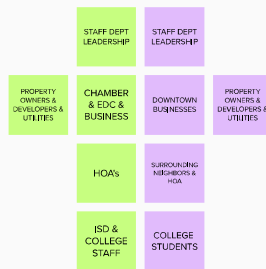
SURVEYS



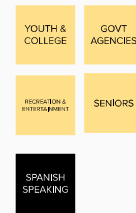
FOCUS GROUPS



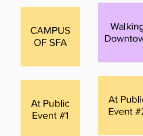
Examples of potential groups shown below, some of which facilitated during 2-day comp plan visioning and 2 day downtown design charrette.



INTERVIEWS



MAN ON STREET ENGAGEMENT



ACTIVATIONS / EVENTS



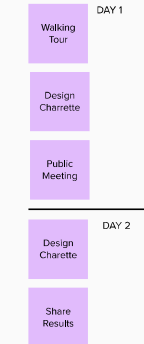
PUBLIC MEETING



2 DAY COMP PLAN VISIONING



2 DAY DOWNTOWN DESIGN CHARRETTE



PUBLIC OUTREACH + ENGAGEMENT

PROJECT MGMT

Driving Tour of City	Site visits
Monthly Staff Call (virtual)	Weekly internal call with DTJ
4 Steering Committee Meetings	4 Steering Committee Meetings

COMMUNICATIONS

Project Branding	Project Website, updates, url & hosting	Spanish Website	Promo products budget
Social media graphics	Email nurtures and blasts		

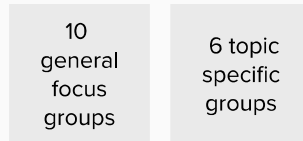
DIGITAL OUTREACH

Online Community groups	Social media ads budget	SFA groups
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SURVEYS

Question of the week	4-5 TOPIC SURVEYS	1 DOWNTOWN SURVEY
Get Public Comment on Draft	Photos engagement for city and/or downtown	Art initiative for city and/or downtown

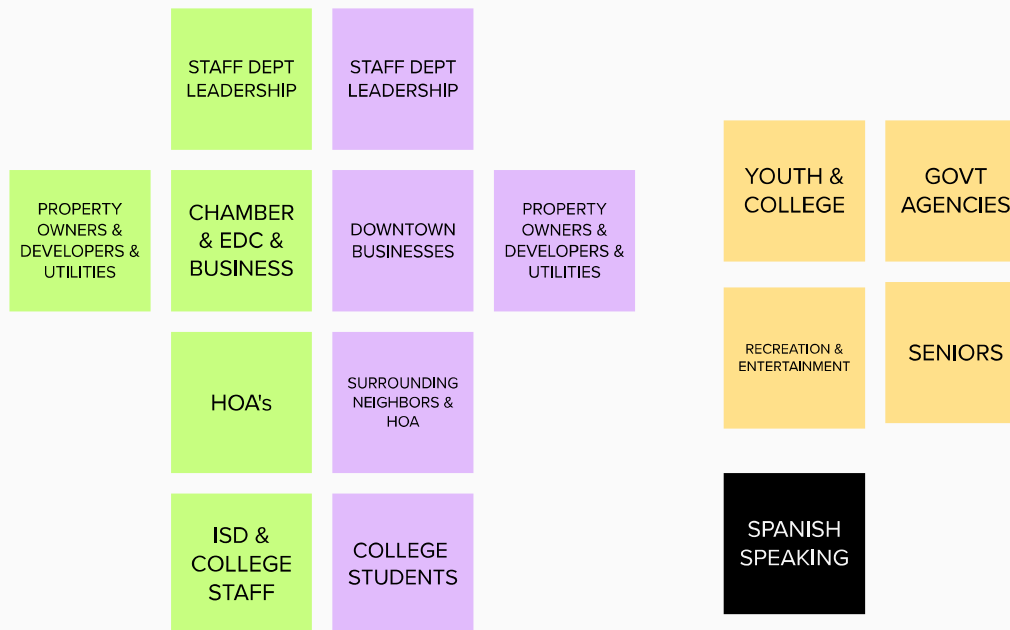
FOCUS GROUPS



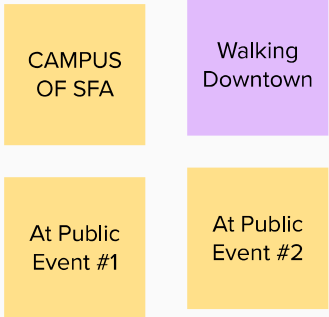
INTERVIEWS



Examples of potential groups shown below,
some of which facilitated during 2-day comp
plan visioning and 2 day downtown design
charrette.



MAN ON STREET
ENGAGEMENT



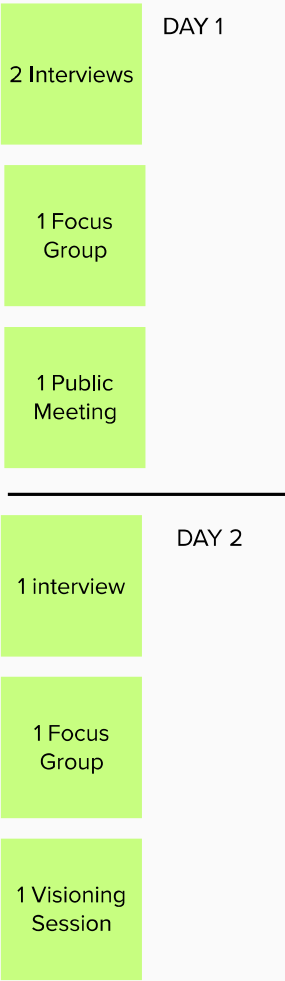
ACTIVATIONS /
EVENTS



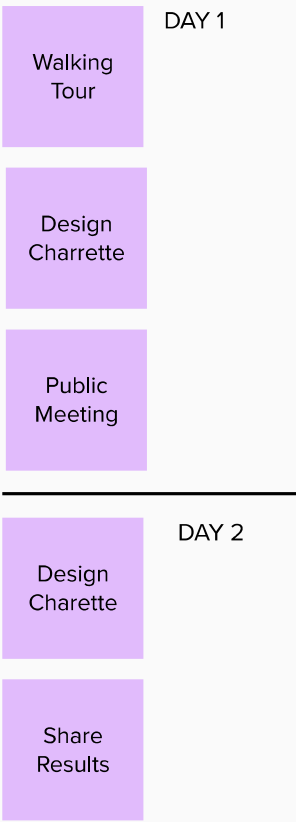
PUBLIC MEETING



2 DAY COMP PLAN
VISIONING



2 DAY DOWNTOWN
DESIGN CHARRETTE





PROJECT BRANDING

Greater awareness,
participation, buy-in
& civic pride.



❑ PUBLIC OUTREACH + ENGAGEMENT

PROJECT WEBSITE

Not just a website
but a 24/7
engagement
platform in English
& Spanish.

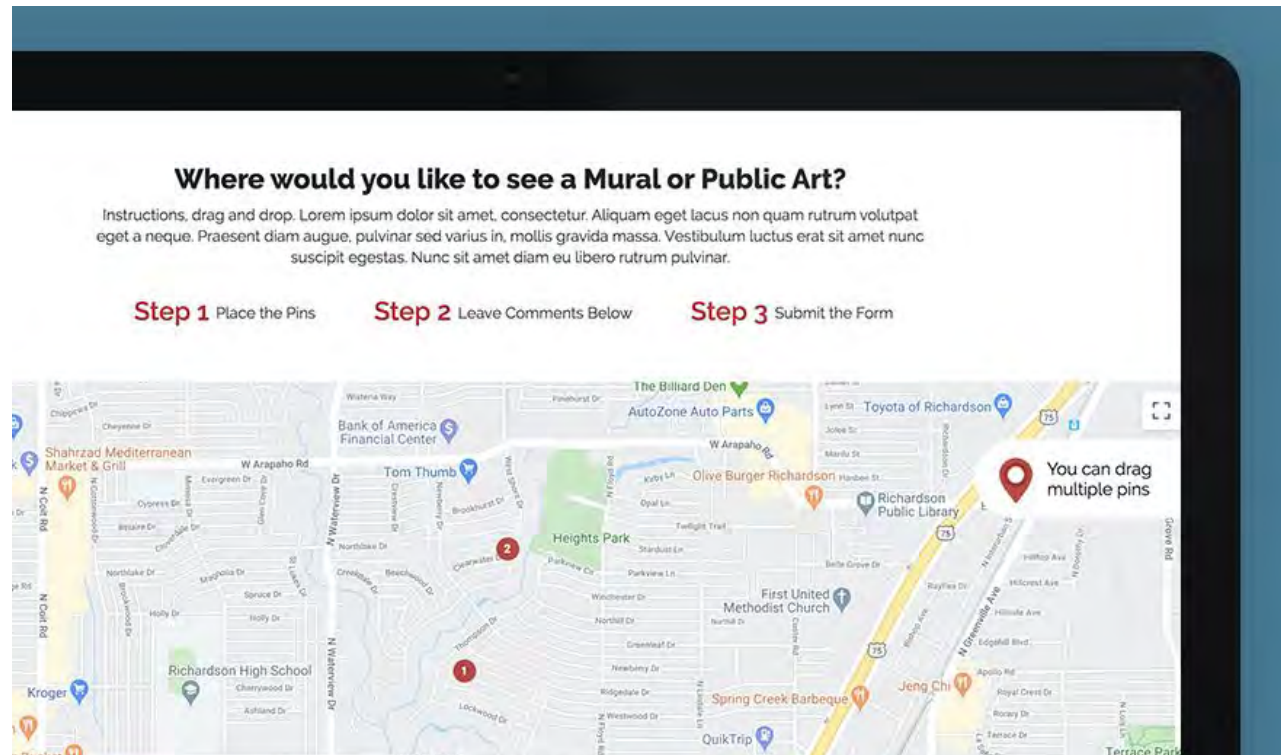


❑ PUBLIC OUTREACH + ENGAGEMENT



12+ interactive question types:

- Pin-drop mapping
- Priority ranking
- Preference tests
- Idea Wall
- & more

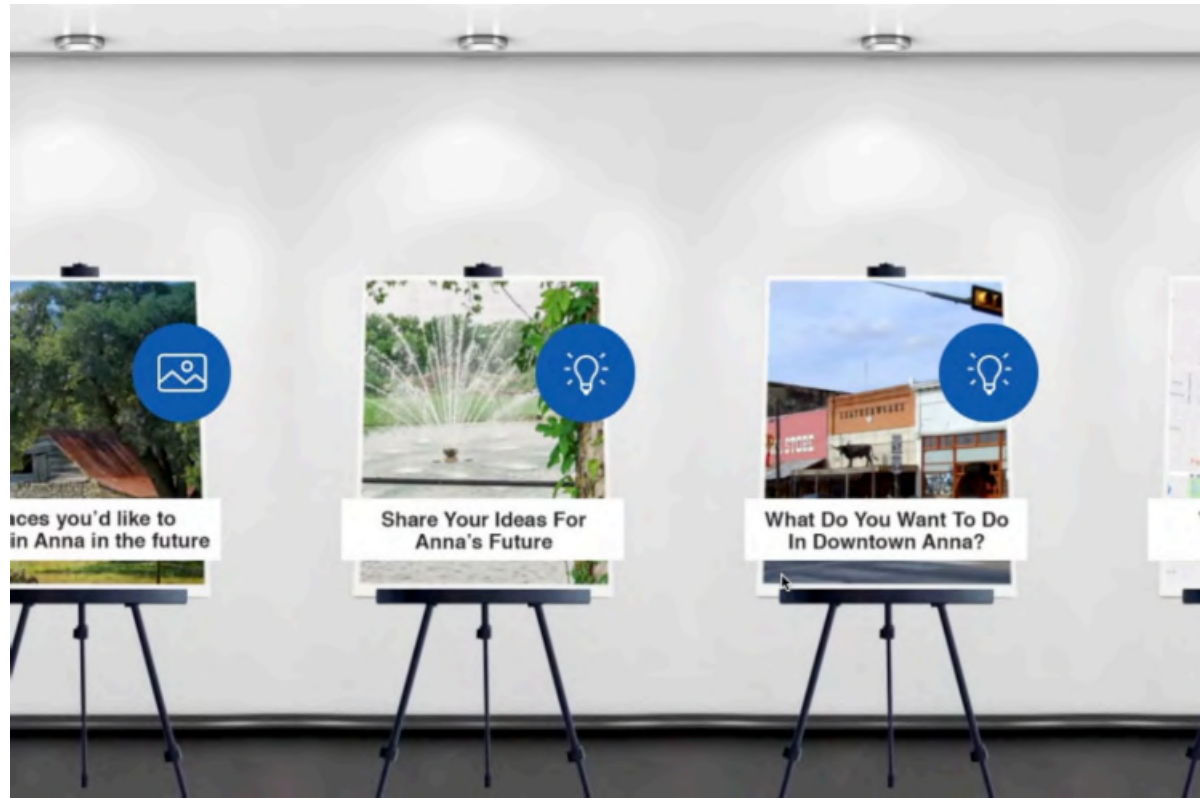


□ PUBLIC OUTREACH + ENGAGEMENT



VIRTUAL ENGAGEMENT ROOMS

Outreach to
community and
promotion of
surveys & meetings.



❑ PUBLIC OUTREACH + ENGAGEMENT



SURVEYS & 1-OFF QUESTIONS

Multiple Surveys
Featured Questions



❑ PUBLIC OUTREACH + ENGAGEMENT



SOCIAL MEDIA

**Outreach to
community groups
and promotion of
surveys & meetings.**

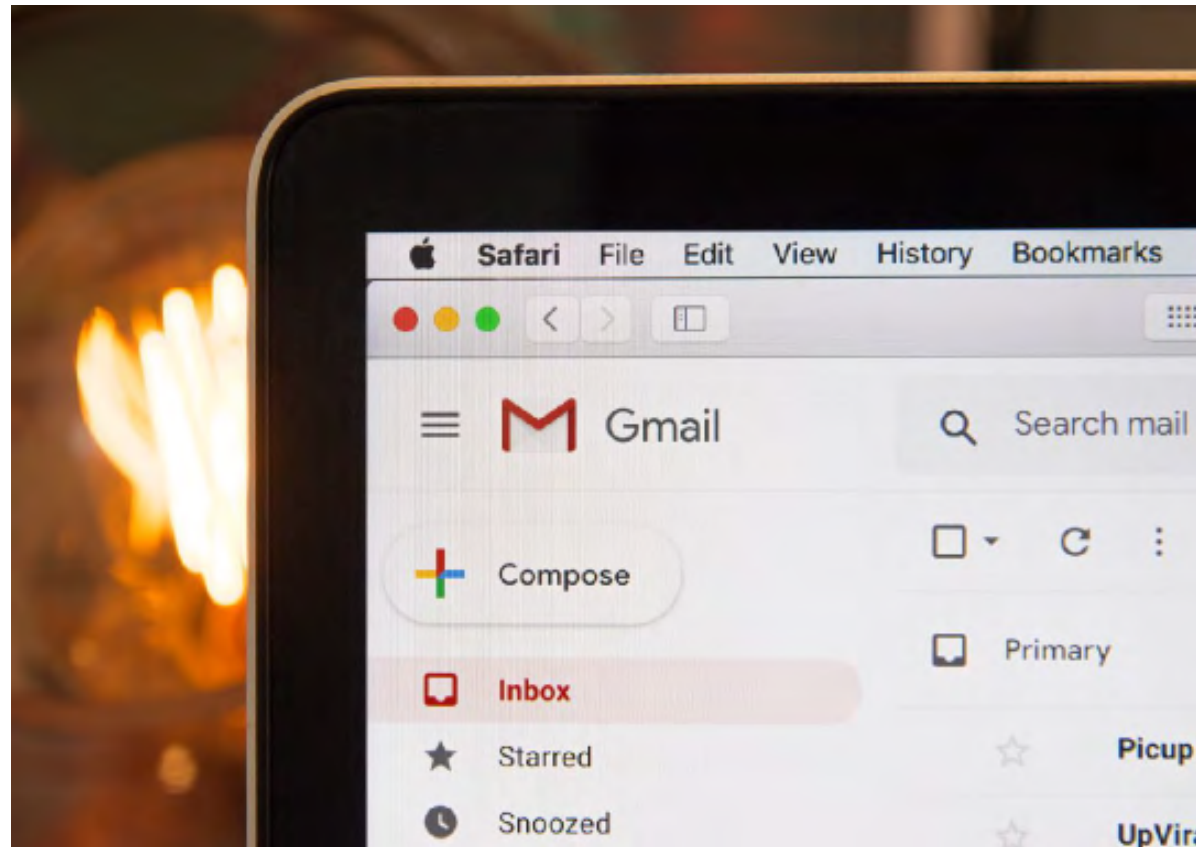


❑ PUBLIC OUTREACH + ENGAGEMENT



EMAIL NEWSLETTER

**Outreach to
community and
promotion of
surveys & meetings.**



❑ PUBLIC OUTREACH + ENGAGEMENT

FOCUS GROUPS & INTERVIEWS

- Various Interest Groups
- Youth/Children
- Organizations



❑ PUBLIC OUTREACH + ENGAGEMENT



ON-THE-STREET ENGAGEMENT

**SFA Campus
Downtown
Public Event #1
Public Event #2**

☐ PUBLIC OUTREACH + ENGAGEMENT





MULTI-DAY VISIONING & DESIGN CHARRETTE



❑ PUBLIC OUTREACH + ENGAGEMENT

POP-UP EVENT & ACTIVATION



❑ PUBLIC OUTREACH + ENGAGEMENT



DRIVING TOUR & SITE VISITS

Visit key attractions,
assets, businesses,
and districts.



❑ PUBLIC OUTREACH + ENGAGEMENT

2. PUBLIC PARTICIPATION
2.1 Meetings
Steering Committee Meetings (8)
Interviews (11)
Focus Group Meetings (16)
Public Meetings (7)
Meetings-in-box (multiple)
2.2 Man on the Street Engagement
SFA campus
Walkshop Downtown
Public Event #1: e.g. City Festival
Public Event #2: e.g. Farmers Market
2.3 Surveys
Featured Questions of the Week
Comprehensive Plan Topics Surveys
Downtown Master Plan Survey
2.4 Digital Outreach + Engagement
Branding & Website
Email Nurtures + Blasts
Social Media Advertisements
SFA Groups
Online Community Groups

2.5 Two Day Comprehensive Plan Visioning
Interviews (3) - included in 2.1
Focus Group Meeting (2) - included in 2.1
Public Meeting (1) - included in 2.1
Visioning Session Meeting (1 @ end of two days)
Visioning Follow-up Meeting (1)
2.6 Two Day Downtown Design Charrette
Walking Tour of Downtown
Design Charrette sessions (4)
Public Meeting (1)
Share Results Meeting (1 @ end of two days)
Design Charrette Follow-up Meeting (1)
2.7 Volunteers + Citizens Committees + SFA Interns
Walkshop conducted by Main Street Board
Walkshop by SFA interns
Multiple Walkshops by City volunteers
2.8 Updates + Progress Reports
3. COMPREHENSIVE PLAN ELEMENTS
3.1 Comp Plan Visioning + Guiding Principles
Public Feedback on Community Values



□ ECONOMIC ANALYSIS

□ Market Conditions + Economic Development



- Existing Conditions
- Comprehensive Planning Elements
 - Economic Development
- Downtown Planning Elements
 - Market Analysis
 - Economic Vitality
 - Activation
 - Funding Mechanisms
- Future I-69 Corridor Plan
 - Corridor Economics
- Housing
 - Market Demand
 - Fiscally Responsible Development
 - Increase Economic Benefit



❑ PROJECT FEE STRUCTURE

Nacogdoches Comp Plan + Downtown Master Plan + I-69 Corridor Plan			
Schedule of Fees	Percentage	Fee	Hours
Tasks		Fee Subtotal	Hrs Subtotal
1. PROJECT MANAGEMENT + PRE-PLANNING	16%	\$74,445	472
2. PUBLIC PARTICIPATION	27%	\$128,570	915
3. COMPREHENSIVE PLAN ELEMENTS	17%	\$79,915	440
4. DOWNTOWN MASTER PLAN	19%	\$88,425	553
5. FUTURE I-69 CORRIDOR STUDY	8%	\$36,060	221
6. OVERALL IMPLEMENTATION PLAN	4%	\$17,440	109
7. REPORT WRITING + PRESENTATIONS + ADOPTION	11%	\$53,095	340
Fee Total	100%	\$477,950	3050
Market Anaysis + Economics Fee associated with Comprehensive Plan + I-69 Corridor Study		\$50,000	
Revised Fee		\$427,950	

Revised Schedule of Fees	Percentage	Fee
1. PROJECT MANAGEMENT + PRE-PLANNING	16%	\$66,445
2. PUBLIC PARTICIPATION	28%	\$120,070
3. COMPREHENSIVE PLAN ELEMENTS	15%	\$64,515
4. DOWNTOWN MASTER PLAN	21%	\$88,425
5. FUTURE I-69 CORRIDOR STUDY	7%	\$29,185
6. OVERALL IMPLEMENTATION PLAN	3%	\$13,590
7. REPORT WRITING + PRESENTATIONS + ADOPTION	11%	\$45,095
Fee Total	100%	\$427,325

□ Optimization of Effort



City Staff + DTJ team Collaboration

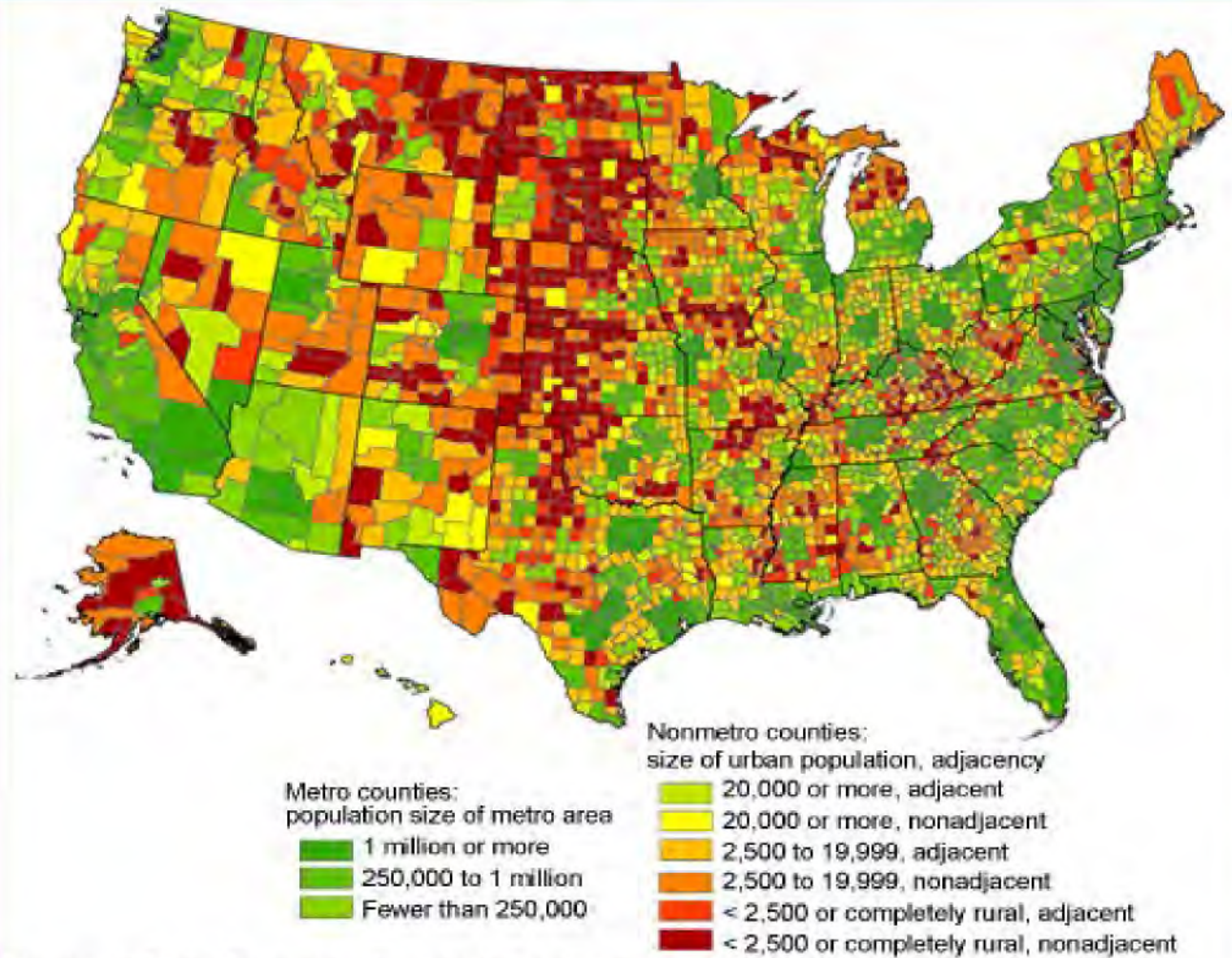
- Compilation of background data
- GIS base mapping
- Summarize current review & approval processes
- Technical support & review
- Engagement
 - Stakeholder identification
 - Translations
 - Additional digital outreach
 - Additional “man-on-the-street” engagement
 - Logistics & support for public meetings & events



□ DISCUSSION

□ Rural-Urban Continuum

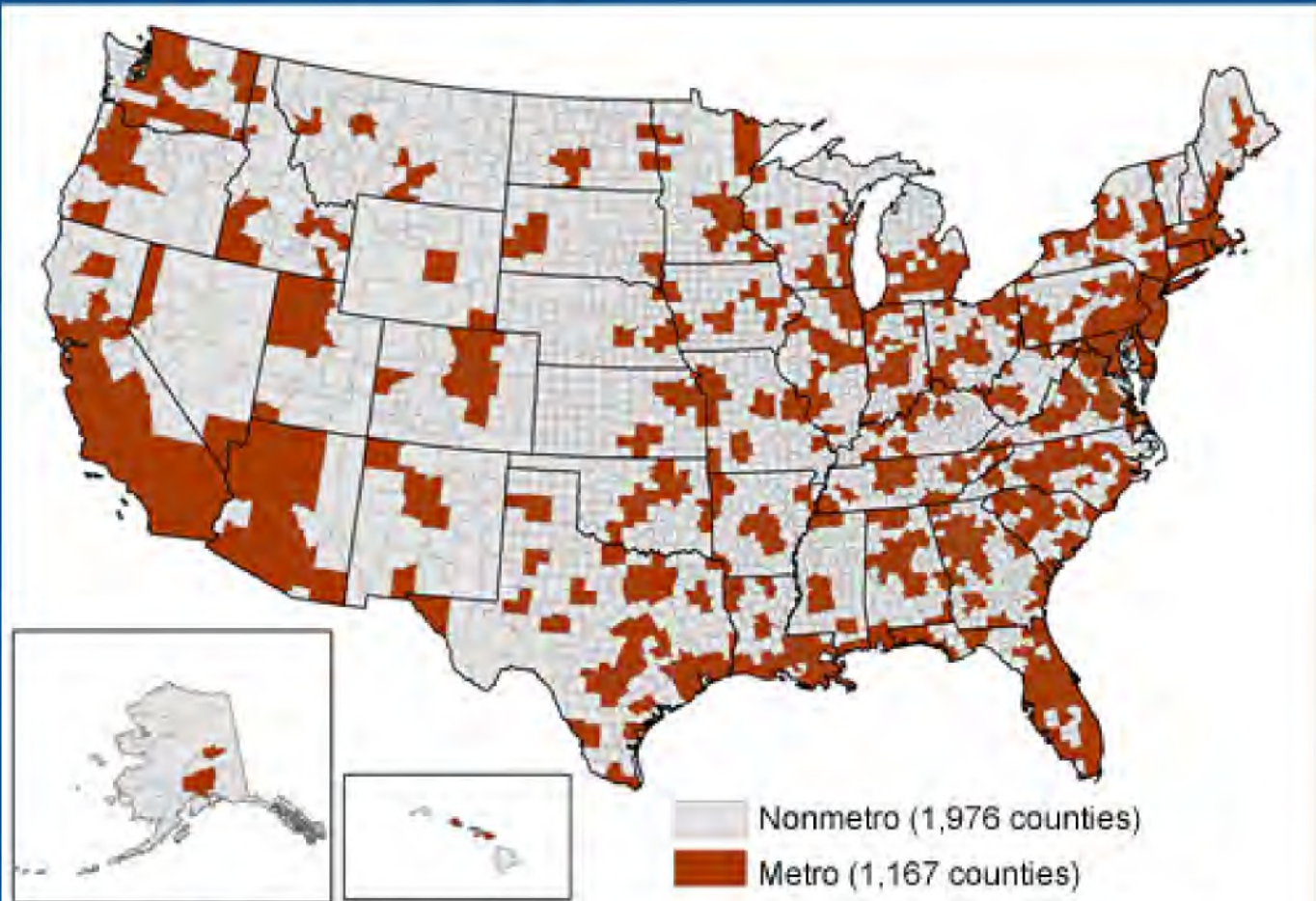
2013 Rural-Urban Continuum Codes



Source: USDA, Economic Research Service using data from the U.S. Census Bureau.

□ Rural-Urban Continuum

Metro and nonmetro counties, 2013



Source: USDA, Economic Research Service using data from the U.S. Census Bureau.

		State	County Name	Population	RUGC 2013	Description
	1	TX	Andrews County	14,786	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	2	TX	Angelina County	86,771	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
	3	TX	Bee County	31,661	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	4	TX	Boisque County	18,212	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	5	TX	Brown County	38,100	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
1	6	TX	Burnet County	42,752	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	7	TX	Calhoun County	21,381	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	8	TX	Camp County	12,401	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	9	TX	Cass County	30,464	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	10	TX	Castro County	8,062	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	11	TX	Cherokee County	50,645	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	12	TX	Coleman County	8,895	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	13	TX	Colorado County	20,674	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	14	TX	Cooke County	38,437	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	15	TX	Crane County	4,378	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	16	TX	Deaf Smith County	19,372	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	17	TX	DeWitt County	20,097	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	18	TX	Dimmit County	9,996	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	19	TX	Eastland County	15,583	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	20	TX	Erath County	37,692	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	21	TX	Faustin County	33,915	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	22	TX	Fayette County	24,554	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	23	TX	Floyd County	6,446	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	24	TX	Frio County	17,217	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	25	TX	Garza County	6,461	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	26	TX	Gonzales County	19,807	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	27	TX	Gray County	22,635	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	28	TX	Grimes County	26,604	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	29	TX	Hale County	36,273	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	30	TX	Hamilton County	8,517	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	31	TX	Harrison County	65,631	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	32	TX	Haskell County	5,899	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	33	TX	Henderson County	78,532	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	34	TX	Hill County	35,085	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	35	TX	Hockley County	22,935	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	36	TX	Hopkins County	35,161	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	37	TX	Howard County	35,012	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	38	TX	Hutchinson County	22,150	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	39	TX	Jack County	9,044	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	40	TX	Jackson County	14,076	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	41	TX	Jasper County	35,710	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	42	TX	Jim Hogg County	5,300	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	43	TX	Jim Wells County	40,838	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	44	TX	Jones County	14,624	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	45	TX	Kerr County	49,625	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	46	TX	Kleberg County	32,061	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	47	TX	Lamar County	48,735	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
	48	TX	Lamb County	13,977	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	49	TX	La Salle County	6,886	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	50	TX	Lavaca County	19,263	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	51	TX	Lee County	16,612	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	52	TX	Limestone County	23,384	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	53	TX	Madison County	13,664	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	54	TX	Mattagorda County	36,702	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	55	TX	Maverick County	54,258	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
1	56	TX	Milam County	24,757	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	57	TX	Montague County	18,719	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	58	TX	Morris County	12,934	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	59	TX	Nacogdoches County	64,524	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
1	60	TX	Navaho County	47,735	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	61	TX	Nolan County	15,216	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	62	TX	Palo Pinto County	28,111	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	63	TX	Panola County	23,796	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	64	TX	Park County	45,413	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	65	TX	Reagan County	3,367	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	66	TX	Real River County	12,860	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	67	TX	Real County	2,383	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	68	TX	Runnels County	10,501	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	69	TX	Starr County	60,968	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
1	70	TX	Swisher County	7,854	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	71	TX	Terry County	12,651	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	72	TX	Tyler County	21,768	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	73	TX	Uvalde County	26,405	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	74	TX	Val Verde County	45,675	5	Nonmetro - Urban population of 20,000 or more, not adjacent to a metro area
1	75	TX	Van Zandt County	52,579	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	76	TX	Walker County	67,861	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	77	TX	Ward County	10,658	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	78	TX	Washington County	33,718	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	79	TX	Wharton County	41,293	4	Nonmetro - Urban population of 20,000 or more, adjacent to a metro area
	80	TX	Wilbarger County	13,535	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	81	TX	Wilkey County	22,134	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	82	TX	Winkler County	7,110	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
1	83	TX	Wood County	41,964	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
	84	TX	Zapata County	14,018	6	Nonmetro - Urban population of 2,500 to 19,999, adjacent to a metro area
47						

The 2013 Rural-Urban Continuum¹

- Nacogdoches County
 - Category 5
 - Compares well with counties in the 4 to 6 range
 - Number Texas counties² in the 4 to 6 range = 84
- DTJ team's Relevant Work Experience
 - Team members have worked in 47 of the 84 referenced Texas counties

Notes:

- 1) Categories of Nonmetro – Urban population, adjacent to a metro area
- 2) Many Texas counties in the 4-6 category may not necessarily engage in this type of long-range planning, either because of their size or lack of resources

□ Why the Comprehensive Plan Update?



- Existing Comprehensive Plan is out of date.
- Does not reference the latest urban planning and design trends (i.e. experiential/destination retail, smart technologies).
- Does not respond to changes in the Community – demographic changes, IH 69 development, development or Ride Sharing....
- Comprehensive Plan website not easily navigable.
- Missing middle housing is prevalent in Nacogdoches; lack of housing diversity.
- Funding becomes accessible only through a plan.
- An update is necessary to reflect the vision of the community and current leaders.

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Without vision (or a plan), you have no direction.

Without direction, you have no purpose

Steve Gilliland

□ Why a Downtown Master Plan?



- A vibrant downtown will be key to remaining competitive with other places in Texas.
- Downtown function as the heart of Nacogdoches.
- Downtown is a driving factor in the City's brand & economic.
- Downtown is key in retaining students from SFASU.
- Downtown is underutilized.
- Downtown WILL change – a plan is needed to guide that change & to build upon the current success.
- If the City doesn't plan for downtown's future, other people will do so for the City – it might not be what the City wants.
- For realizing its true potential, Downtown is missing:
 - Gravity of A+ operators
 - Placemaking that is welcoming
 - Quality amenities

□ Why the DTJ team



DTJ team's current understanding of Nacogdoches:

- Tremendous history – the oldest town in Texas
- With SFA, the city is considered a “Town & Gown” community with tremendous opportunities, i.e. cultural events, entertainment, arts and sports
- Beautiful natural features and gardens
- Unique offerings AND unique potential
- Huge tourism potential

The DTJ team:

- National experts + local presence
- Planners + designers + engineers
- Understand trends + innovations
- We always start with the community
- We listen – listen – listen – and – listen again
- We think ahead and into the future
- We are passionate + extremely excited to work with you



Intentional Listening – Responsive Delivery

□ WE ARE HERE TO SERVE YOU

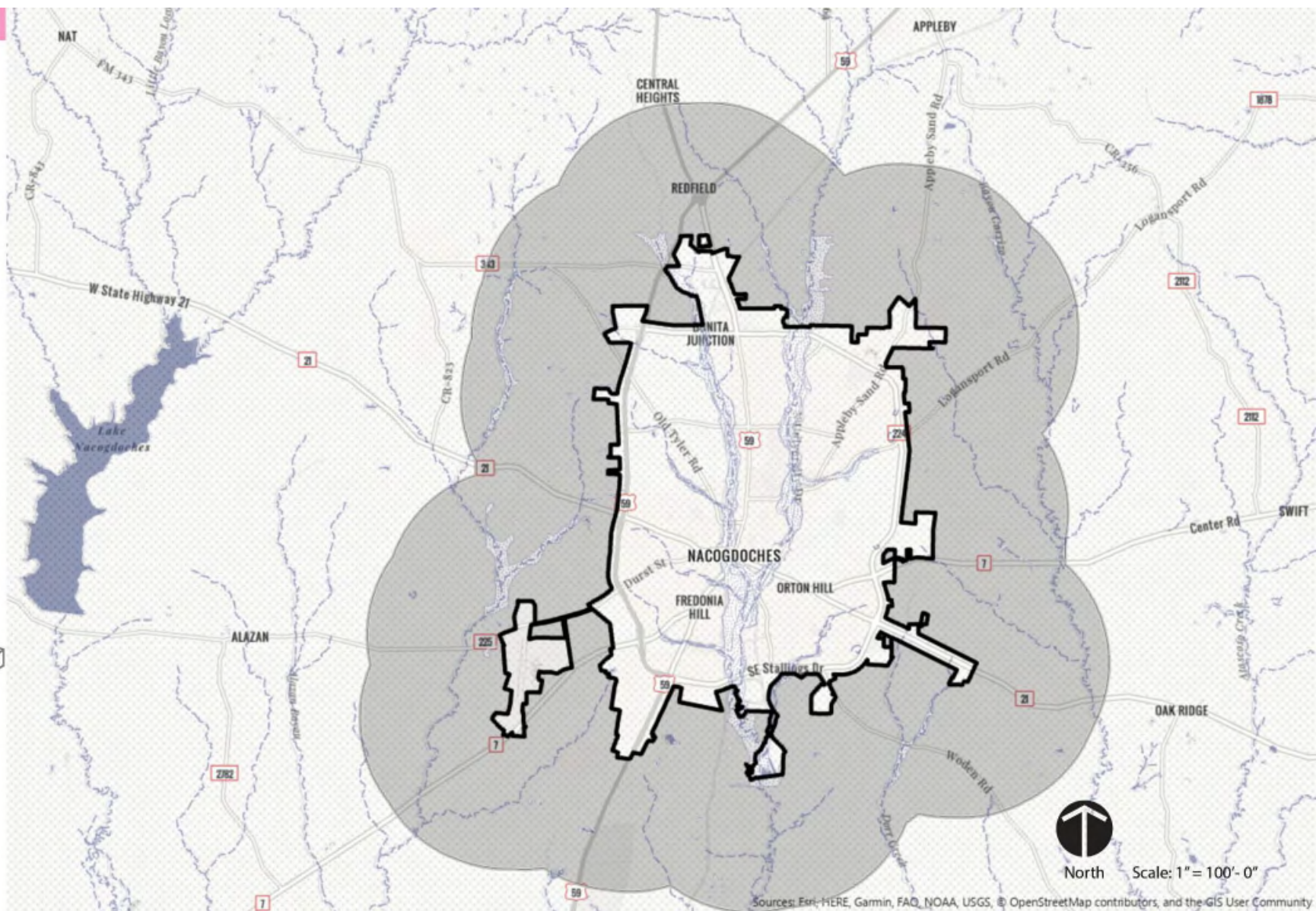
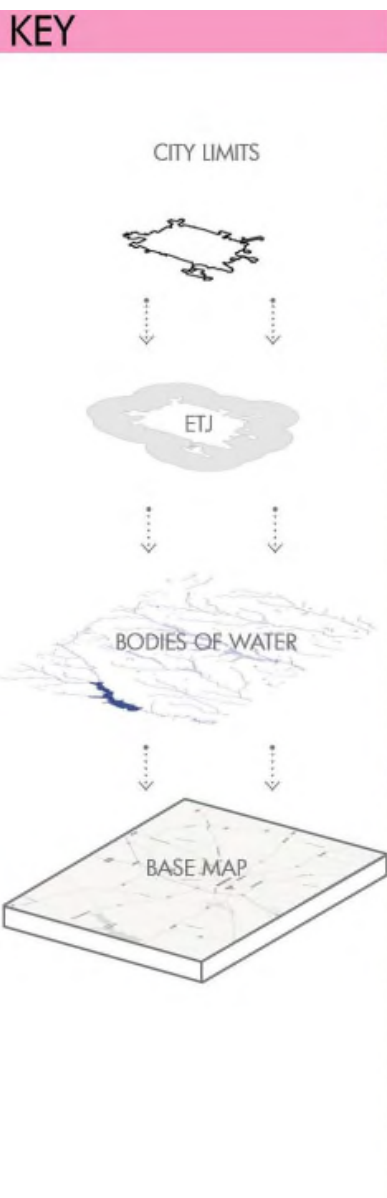


planning | architecture | landscape architecture

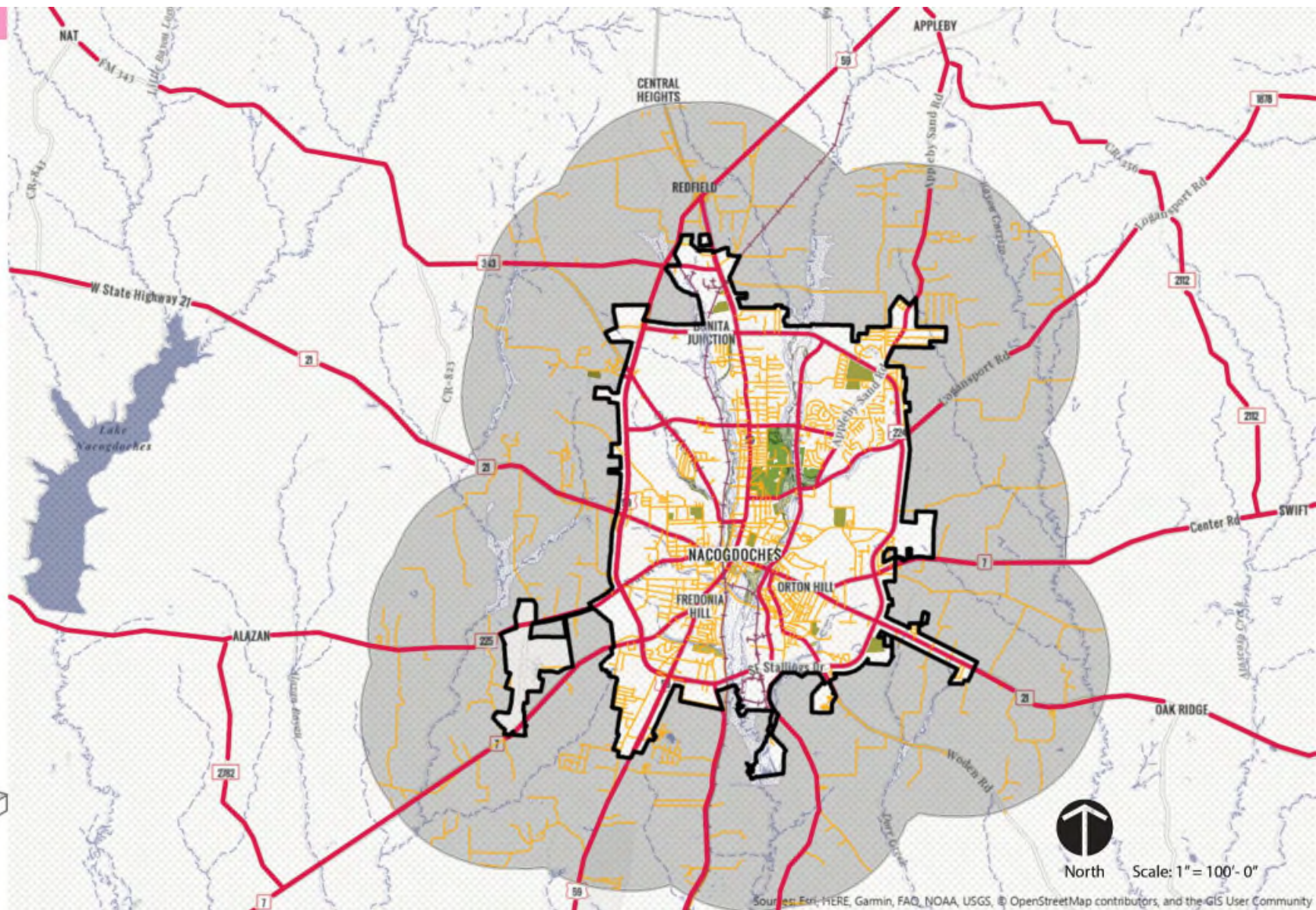


□ MAP REFERENCES

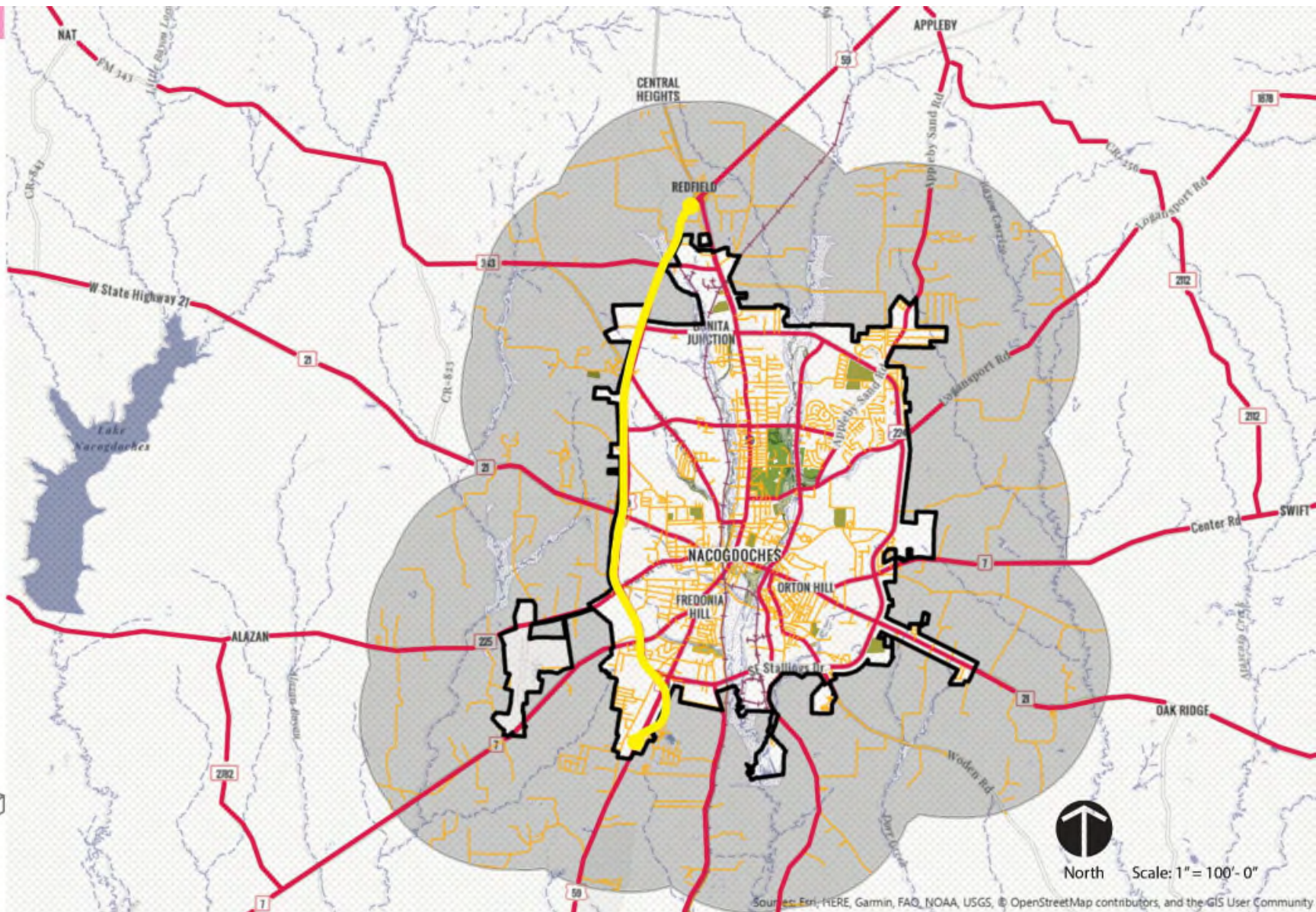
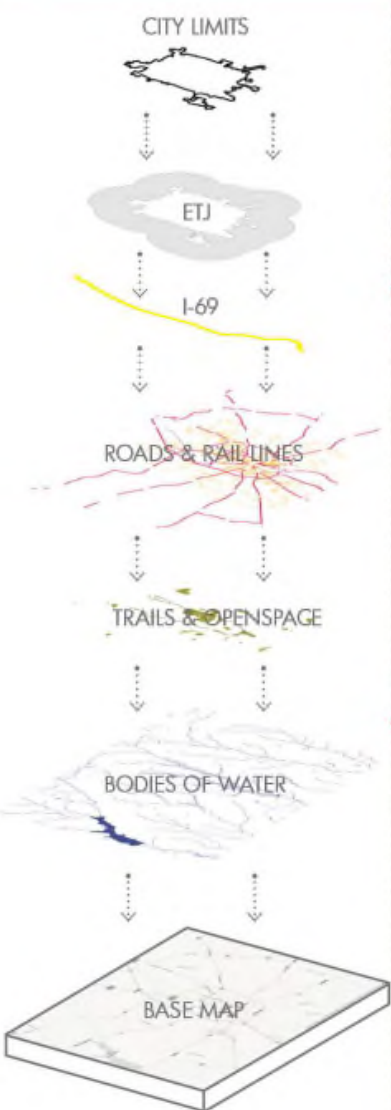
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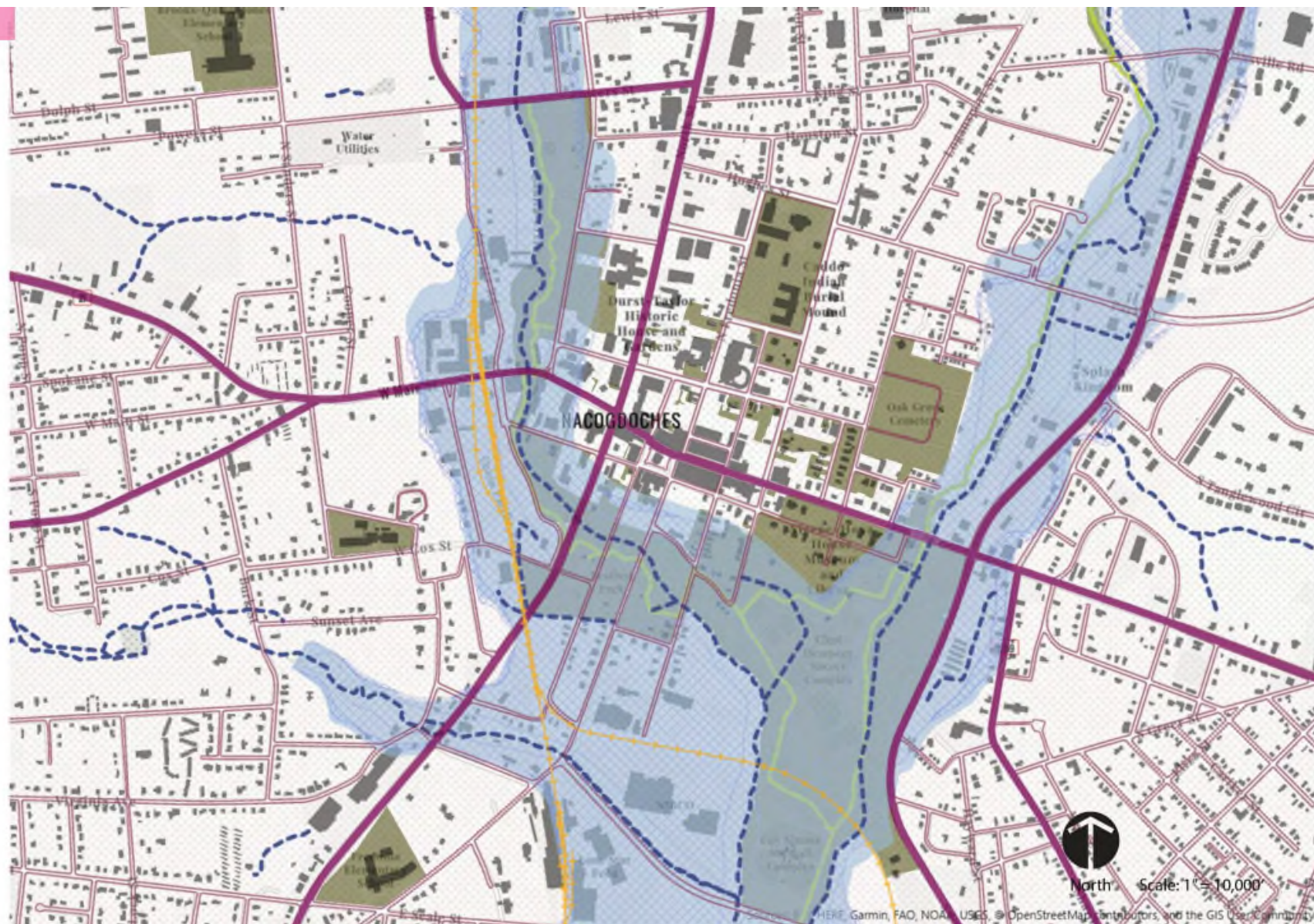
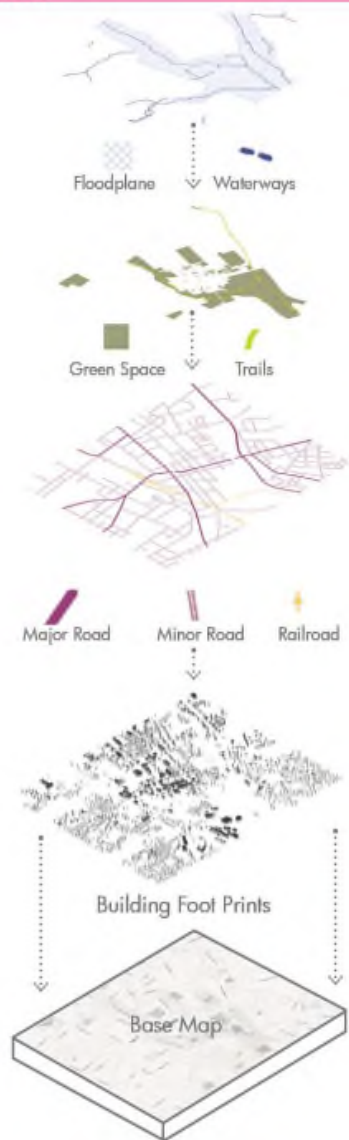
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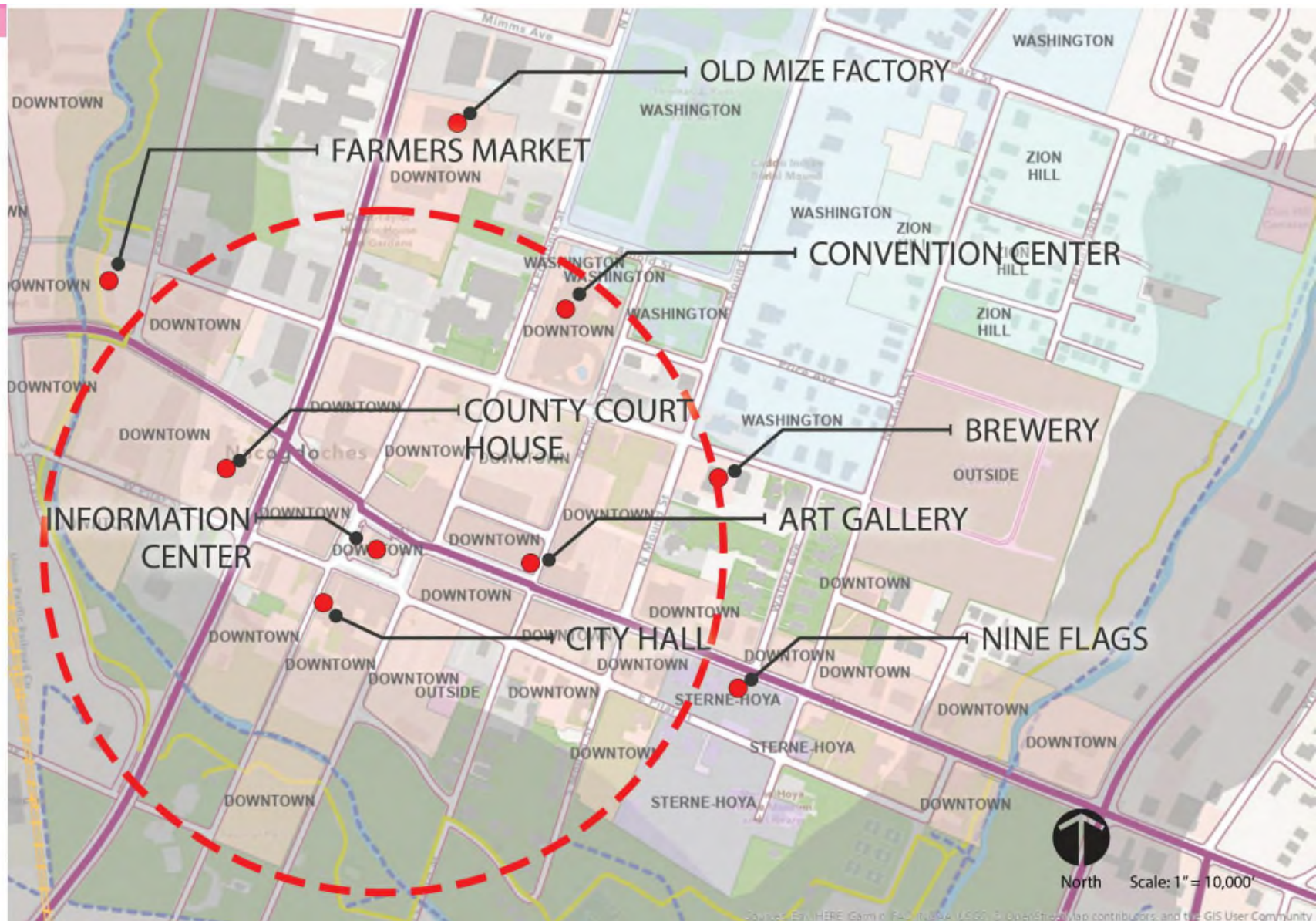
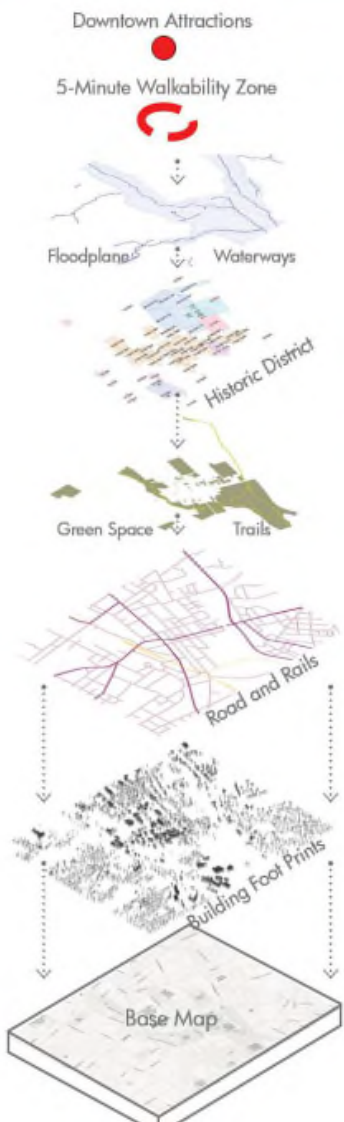
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Regular Session
Nacogdoches City Council
September 7, 2021 – 4:30 p.m.
City Council Room – City Hall
202 East Pilar Street

DRAFT

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

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

2. Pledge of Allegiance.

3. **WORK SESSION:**

- A. Receive a report, hold a discussion, and give staff direction regarding the creation of a Task Force for improving communications between the City and residents.

Mario Canizares, City Manager, stated this task force will improve communications between the City and its residents. This task force will be comprised of citizens and subject matter experts who will determine existing communication structure and efforts, gather input from key communities, review and assess findings, and deliver conclusions and recommendations. City Council nominations include Graham Garner, Alex Ranc, G.W. Neal, James Montoya, Evelyn Saucedo, Roy Reyes, Natalie Ruckel, Kyle Childress, Chris Hancock and Brad Maule. Members should be appointed by City Council to the Communications Task Force at the September 21, 2021 City Council meeting.

Mr. Canizares suggested the task force begin by looking at a City website refresh and emergency communications.

Council Member Roy Boldon suggested that elderly citizens have a liaison so that an additional person is being contacted with information and not just the elderly citizen. This will ensure the elderly citizen is being communicated with and someone is checking on them in an emergency.

- B. Receive an update, hold a discussion and give staff direction regarding the proposed Comprehensive Land Use Plan and Downtown Master Plan studies.

City Manager Mario Canizares reviewed the timeline as it relates to the Comprehensive Land Use Plan and the Downtown Master Plan studies. He reviewed the committee composition for both studies which will be appointed by City Council.

The Comprehensive Plan Committee nominations are Ed Pool, Juan Gonzales, James Montoya, Mable Cannings, Denise McDonald, Michara DeLaney-Fields, Paul Jackson, Sydney Register, Brad Maule, Larry King, Carrie Charley (SFA), Jacob Lusk (NISD), Ken Deppisch (Planning and Zoning Commission) and Steele Wright (NEDCO).

The Downtown Master Plan Committee nominations are Susie Patterson, Ramsey Parr, Mario Torres, G.W. Neal, Evelyn Saucedo, Anne Kelly, John Anderson, Jeff Abt, Ben Sullivan, Laura Culpepper, Miles McCall (Main Street Board), Perky Beisel (HLPC) and John McLaren (CVB).

Mr. Canizares also reviewed the committee responsibilities and guiding principles, and finances. The fee proposed by DTJ Designs for both projects is \$427,325 plus the cost of reimbursable such as travel expenses for a total of \$450,000. Recommended funding sources are \$50,000 from Economic Development Fund and \$50,000 from NEDCO revenue contributions leaving the City to pay \$350,000 from the General Fund Reserves.

Mayor Mize opened public comment.

Ron Collins, 1827 York Drive, stated he knows there is work to be done to progress Nacogdoches but he does not know how we would do this without a proper plan. To get the right return out of this investment we have to follow the plan and hold people accountable to stay on course.

Barbara Gandy, 725 Crooked Creek, stated there is no mention of history in the strategic priorities for downtown or historical preservation. She is concerned that there is no representation of the Bright Foundation on the committee for the Downtown Master Plan. She believes the City does not need to

Minutes unofficial until approved by City Council

hire a consultant to create diversity because the City is already diverse. Ms. Gandy believes hiring a consultant is a waste of taxpayer money. She discussed developing downtown and attainable housing. She also stated the City needs to work on water issues so that new subdivisions are feasible.

Kim Anderson, 4102 Appleby Sand Road, stated the Comprehensive Plan is just a roadmap for possibilities with no guarantees. She reminded City Council that they are representing the voters. She said most of the things in the current Comprehensive Plan were not followed and hiring a consultant to update the plan is a waste of taxpayer money. Instead of hiring a consultant use the resources in the community such as SFASU and use this money to improve our infrastructure.

Mary McCleary, 4005 Raguet Street, stated one of the primary responsibilities of City Council is to provide essential city services and to be a good steward of what is collected in taxes. We need a plan that is conducted locally and that is less costly. She discussed drought in 2011, water well maintenance, water quality and the winter storm earlier this year. She believes the \$450,000 for the consultants could be used to fix water/sewer in Nacogdoches.

Albert Lasater, 116 Old Post Oak Road, stated diversity and inclusion was not a Nacogdoches idea, it is coming from the National Democratic Party and other socialists and is being put upon the citizens of Nacogdoches. He stated City Council is getting involved in national issues and it goes against the credibility of City Council. He also believes the process of vetting the consultants happened too quickly. He discussed return on investment, execution costs and transparency. Mr. Lasater believes City Council should reduce the scope of this project, build consensus and utilize the study completed last year by Pegasus for NEDCO.

Nanny Smith, 3821 Raguet Street, stated she did attend one of the community meetings regarding this item in early June 2021 where she heard that citizens knew the community needed to progress but they wanted it to be realistic and financially sound. She is concerned that the consultants had experience in urban populations but Nacogdoches is rural.

Joanne Englert, 1239 CR 721, believes Nacogdoches has the ingenuity to enhance the community without a corporate group being given the opportunity to put their spin on how the oldest town in Texas should look. She stated we can use the efforts of concerned citizens without spending so much money. Mrs. Englert mentioned an event this month for small business owners which will present examples of their work. She also discussed the revitalization of McCrimmon Park by the Parks Advocacy League.

Ginny Judson, 1532 McKewen Drive, is concerned about spending tax payer dollars on an outside consultant who does urban development. She is also concerned about maintaining the charm, safety and heritage of the community. Ms. Judson reminded City Council that they were hired by the citizens and they need to be good stewards of tax payer dollars.

Anne Keehnen, 609 East Hospital Street, stated that more inclusion and diversity is needed so that all citizens are heard and served. She also stated City Council is doing good work and doing things in the community that have been neglected.

Tracy Lasater, 6020 North Street, stated the committees for the Comprehensive Plan and Downtown Master Plan were created just to push through an idea. She states there is nothing diverse about the committee nominations. The committees are stacked with like-minded people and we need diversity of thought. She also stated citizens have to assume that City Council planned it this way and that City Council never truly intended to have diverse representation. Mrs. Lasater said people lack trust in the City and the City Council.

Paul Howe, 298 CR 2131, stated accountability is important. He suggested setting a priority list and to create a business plan. Mr. Howe state citizens are not informed and he suggested that schools can be an information hub and an information distribution center.

Mayor Mize closed the Work Session stating City Council will deliberate on Item 5B at the City Council meeting of September 21, 2021 but public comment will not be received again. City Council will give staff direction regarding the Comprehensive Land Use Plan and Downtown Master Plan studies.

Council Member Fischer left the meeting at 5:46 p.m.

Regular meeting began at 5:47 p.m.

4. No one spoke during Open Forum.

5. No items were removed from the Consent Agenda.

6. **CONSENT AGENDA:** Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to

proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.

- A. Minutes from August 17, 2021 regular meeting.
- B. Consider the appointment of an individual to serve on the Naming Committee to fill a vacant position.
- C. Consider all matters incident and related to the issuance of the City of Nacogdoches, Texas, Tax Note, Series 2021, including the adoption of an ordinance authorizing the issuance of notes.

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

7. REGULAR AGENDA:

- A. **Public Hearing:** Consider a Specific Use Permit for Liquor By the Drink for Lots 30, 49, 49-A & 49-B, and Outlot 47-A, City Block 43, as described in a deed dated July 17, 2020, recorded in Document Number 2020-4460 of the Real Property Records of Nacogdoches County, located on the southwest corner of Bremond Street and W. Main Street. This request has been submitted by Brent Ivy of Ivy Gott Property LLC. Case File SUP2021-03.

Alaina Helton, Planning Director, stated this request was heard at the City Council meeting of August 17, 2021 and City Council voted unanimously to postpone the public hearing to the Council meeting of September 7, 2021. The main issue presented by neighbors was noise from the live music.

Ms. Helton reviewed the request for a Specific Use Permit (SUP) for Liquor by the Drink. The purpose of the SUP is to develop the property into an indoor/outdoor bar and food service establishment with a family-friendly outdoor recreation area. The applicant is also proposing to accommodate local food trucks and live entertainment on the property.

The applicant and neighbors met and agreed the best remedy for possible noise nuisance would be to relocate the stage to create a more effective buffer.

Mayor Mize opened the Public Hearing.

Brent Ivy, applicant, stated he never intended to create a noise nuisance by allowing live music at the location. He also stated he wanted to be a good neighbor and create a family friendly business.

No one spoke for or against the Specific Use Permit.

Carol Eaton Walsh, 416 Bremond Street, inquired about the children's play area.

Brent Ivy, applicant, stated the play area will be a large fenced green space that may include play equipment.

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

Mayor Mize closed the public hearing.

- B. **Public Hearing:** Hold a public hearing and receive citizen input on the FY2021-2022 Proposed Budget.

Mayor Mize opened the public hearing.

Pam Curbow, Finance Director, discussed property tax rate that is proposed to be 0.6160/\$100 which will generate \$553,545 in new revenue and there are no fee schedule changes proposed in this budget. Ms. Curbow reviewed proposed revenues and expenses for the General Fund, Utility Fund and Sanitation Fund. Budget items to note are no premium increase for health/dental insurance, 1% cost of living adjustment for all employees, minimum wage increase to \$13.33, additional employees added to Code Enforcement, Customer Service, Historic Sites, Streets, Utility and Sanitation Operations, and community outreach and engagement is not included in the proposed budget at this time.

Ginny Judson was concerned about City Council approving the budget, which included the cost for the Comprehensive Plan and Downtown Master Plan studies, prior to a decision being made on the consultants to complete the plan studies.

Mayor Mize explained the money would only be earmarked for the studies. If the consultant contract is not approved the money could be used for other projects.

Mayor Mize closed the public hearing.

- C. Consider ordinance of the City of Nacogdoches, Texas approving and adopting annual budget for fiscal year beginning October 1, 2021 and ending September 30, 2022; providing that said expenditures for said fiscal year shall be made in accordance with said budget, unless otherwise authorized by an ordinance adopted by City Council; providing for a repeal clause; providing a severability clause; providing an effective date.

Council Member Jay Anderson moved approval; motion duly seconded by Council Member Roy Boldon and carried by the following vote:

Ayes – Mayor Mize, Council Members Boldon, Anderson and Belanger.

Nays – none

- D. Discuss and consider adopting Ordinance No. 1878-09-21 amending Chapter 6-Animals, Article I-General Provisions, Division 1-Generally, of the Code of Ordinances, City of Nacogdoches, Texas to clarify ownership of abandoned animals and clarify that the animal control officer is vested with the authority outlined in the Chapter 6.

Animal Service Manager Theresa Jordan stated that animals are left at the shelter for prolonged periods of time. This ordinance amendment will establish a three business day hold period and at the end of the hold period ownership of the animal would transfer to the City.

This ordinance amendment will also change “duty of animal control authority to “duty of the animal control officer” in keeping with current titles and practices.

Veterinarian Ronald Lott was concerned that three business days may not be enough time for citizens to reclaim their animals. Dr. Lott stated there is no good solution and the responsibility should fall on the pet owner.

Chris Englert, CR 721, agreed that three business days may not be enough time to reclaim animals. He suggested a seven to ten day hold period.

Animal Services Manager Theresa Jordan stated if the surrendered animal’s owner contacts the Animal Shelter arrangements can be made to hold the animal longer if the owner is out of town or can’t get to the shelter in three business days.

Tonia Kelly, Humane Society Board Member, stated if citizens contact the Humane Society when pet owners lose their pets and pet owners are always referred to the Animal Shelter. The Human Society also recommended owners micro chipping their pets.

City Council discussed lengthening the hold period, cost to hold animals for long periods of time, spaces available for animals at the shelter and euthanasia.

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

- E. Receive a report, hold a discussion and give staff direction regarding the Nacogdoches Economic Development Corporation annual report.

Robert Flores, NEDCO Board Chair, stated NEDCO strives to promote, assist, stimulate and enhance economic growth including employment. Mr. Flores discussed demographics, property tax, sales tax, business participation and budget. Mr. Flores also discussed major tasks and accomplishments this year which included the HCH Aviation (SFA Flight School), EDA Grant for the Center for Applied Research and Rural Innovation, and the Entrepreneurship Program.

Scott Bowyer, NEDCO Vice Chair, discussed NacCARES and how it assisted small businesses during COVID-19. He also discussed the Spanish Entrepreneurship Program and its growth.

Larissa Philpot, Economic Development Director, discussed the first Annual Restaurant Week, business development seminars, a job fair, emergency response and advocacy. She also discussed median household income, poverty levels, unemployment and sales tax. Major Tasks for the coming year are developing prospects in targeted industries, workforce development, downtown development, entrepreneurship, facilitating projects, airport development and economic development funding.

City Council discussed number of students in the SFA Flight School, funding for the flight school, workforce development, NEDCO funding and project facilitation.

- F. Consider appointment of up to three members to the Nacogdoches Economic Development Corporation (NEDCO) Board of Directors.

Larissa Philpot, Economic Development Director, stated that per the NEDCO bylaws each dues-paying member shall appoint up to three directors to the Board. Historically, that has been the Mayor, City Manager and a City Council Member.

Mayor Mize moved to appoint himself, City Manager Canizares and Mayor Pro Tem Boldon to the NEDCO Board of Directors; motion duly seconded by Council Member Kathleen Belanger and carried by unanimous vote.

- G. Consider approval of a contract by and between the City of Nacogdoches and Duplichain Contractors for the 2019 Water Line Improvements Project in a not-to-exceed amount of \$496,856.00.

Case Opperman, Assistant Public Works Director, stated staff has identified a list of six (6) water mains throughout the City which have experienced multiple repairs and are in a failing condition. This project will include replacement of approximately 4,600 linear feet of 6" water lines including new fire hydrants, reconnection of water taps and appurtenances.

Three bids were received on August 17, 2021 and Duplichain Contractors was found to be the lowest responsible bidder at \$496,856. Staff recommended bid award in the amount of \$496,856 to Duplichain Contractors.

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

- H. Consider rejecting bid for construction of restroom facilities at Maroney Park, Pecan Park and Pilgrim's Sportsplex.

Approximately two years ago staff began looking at replace the restrooms in all City parks. Community Services Director Brian Bray stated the design was completed in late 2019 but due to COVID-19 this project was halted. In June 2021 bids were released and on August 12, 2021 bids were opened. Two bids were received both of which were over \$700,000 from TCMC and Cox Contractors which were well in excess of the \$410,000 budgeted for these restrooms.

Staff requested City Council to reject the bids. This project will be revisited in 2022.

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

Convened in Executive Session at 7:22 p.m.

8. EXECUTIVE SESSION:

- A. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding duties of a public officer or employee. The subject of this Executive Session is to discuss and give feedback to the City Manager regarding his annual evaluation.

9. City Council reconvened in open session at 8:40 p.m. taking no action.

10. Adjourned 8:40 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary



City Council Meeting

Date: September 21, 2021

Agenda Item: 6.B.

PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of multiple Indefinite Deliverable Indefinite Quantity contracts by and between the City of Nacogdoches and Longview Asphalt, Inc. and East Texas Asphalt Co. for asphalt products and limestone base material used in Public Works operations in a not to exceed total budgeted amount of \$250,000.00 (Assistant Director of Public Works).

SUMMARY/BACKGROUND: The Public Works Department utilizes a number of different materials or products for pothole patching, street paving, road base repairs, and other typical construction activities which are procured through local area materials providers.

On August 19, 2021, the City received bids for unit prices of asphalt products and limestone base materials that will be purchased on an as-needed basis throughout the year.

Bidders could bid on one or all of the products and the award of low bid contracts are considered individually for each product. Bids were comprised of individual Unit Prices (per ton) with no minimum or maximum quantity guaranteed. Unit prices are held for a one-year duration and purchases will be made by individual purchase orders. The original agreement may be renewed for up to two (2) additional one (1) year renewals with mutual agreement of both parties.

Bids were received from two (2) suppliers for the requested products. The following companies were found to be the lowest qualified bidders for each product based on price and distance of delivery:

Longview Asphalt, Inc.	Type D Hot Mix Asphalt - \$82.00/ton
Longview Asphalt, Inc.	Type C Hot Mix Asphalt - \$79.50/ton
East Texas Asphalt Co.	Type A, Grade 2 Limestone Base - \$30.00/ton

Staff recommends the award of an annual unit price contract to both Longview Asphalt, Inc. and East Texas Asphalt Co. as our 2021-2022 asphalt product and limestone base suppliers.

FINANCIAL:

Item is budgeted:

Account No.: 01.26 620.30

Account Name: *Street Maintenance*

Amount: \$250,000.00

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

Not Applicable

CITY CONTACT: Case Opperman, Assistant Director of Public Works

oppermanc@nactx.us
936-559-2515

ATTACHMENTS: 1. Asphalt Products and Limestone Base Bid Tab



Bid Tabulation

2021 Asphalt Products & Limestone Base
Thursday, August 19, 2021 @ 2:00 p.m.

Vendor	Type D Hot Mix Asphaltic Concrete (\$/ton)	Type C Hot Mix Asphaltic Concrete (\$/ton)	Type A, Grade 2 Limestone Base (\$/ton)
Longview Asphalt	82.00	79.50	35.50
East Texas Asphalt	84.50	84.50	30.00

Bid Award	Type D Hot Mix Asphaltic Concrete (\$/ton)	Type C Hot Mix Asphaltic Concrete (\$/ton)	Type A, Grade 2 Limestone Base (\$/ton)
Longview Asphalt	82.00 – Primary	79.50 – Primary	35.50 – Secondary
East Texas Asphalt	84.50 – Secondary	84.50 – Secondary	30.00 – Primary

City of Nacogdoches – Public Works Department

P.O. Drawer 635030 • Nacogdoches, TX 75963 • (936) 559-2580 • Fax (936) 559-2589 •
www.ci.nacogdoches.tx.us • Home of Stephen F. Austin State University • www.sfasu.edu

PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of multiple Indefinite Deliverable Indefinite Quantity contracts by and between the City of Nacogdoches and Affinity Chemical, LLC, DXI Industries, Inc., Univar Solutions, Napco Chemical Company and SNF Polydyne, Inc. for various chemicals used in water and wastewater treatment in a not to exceed total budgeted amount of \$1,002,543.00 (Assistant Director of Public Works)

SUMMARY/BACKGROUND: The City of Nacogdoches utilizes a number of different chemicals in the treatment of water and wastewater at various facilities across the City. On August 24, 2021, the City received bids for the purchase of annual bulk chemicals which were not in a renewal period. The chemicals in this bid include Liquid Aluminum Sulfate, Caustic Soda, Chlorine Gas, Hydrofluorosilicic Acid, Liquid Polyphosphate, Sulfur Dioxide, WWTP Polymer and WTP Polymer. Liquid Aluminum Sulfate (Alum) aids in binding solids in water so that they can settle out and be removed in the treatment process. Caustic Soda is used for corrosion control in the water by raising the pH value. Chlorine is added to water and wastewater to kill pathogens that are harmful to humans when consumed. Hydrofluorosilicic Acid (Fluoride) is an additive to drinking water which helps to prevent tooth decay. Liquid Polyphosphate is added to drinking water as a corrosion inhibitor and to prevent buildup in the lines. Sulfur Dioxide is used to remove excess chlorine from wastewater at the end of the treatment process before it is released into the environment. Polymer is a coagulant which is used to thicken sludge for de-watering in the water and wastewater treatment processes.

Bidders were allowed to bid on one or all of the chemicals and the award of low bid contracts are considered individually for each chemical. Bids were comprised of individual Unit Prices (per pound, per ton, etc.) with no minimum or maximum quantity guaranteed. Unit prices are held for a one-year duration and purchases will be made by purchase order.

Ten (10) suppliers submitted bids for one or more of the chemicals listed. The following companies were found to be the lowest qualified bidder for a particular chemical:

Affinity Chemical, LLC	Liquid Aluminum Sulfate - \$0.0603/dry lb
DXI Industries, Inc.	Caustic Soda - \$0.3509/dry lb
	Chlorine Gas - \$1,239.00/ton
	Sulfur Dioxide - \$1,239.00/ton
Univar Solutions	Fluoride - \$2.375/gallon
Napco Chemical Company	Liquid Polyphosphate - \$12.00/gallon
SNF Polydyne, Inc.	WWTP Polymer - \$3.590/dry lb
	WTP Polymer - \$3.714/dry lb

Other bidders included Brenntag Southwest, Chemtrade Chemicals US, G2O Technologies, Harcros Chemicals and Shannon Chemical Corporation.

Staff recommends the award of an annual unit price contract to the low bidders for each chemical, as shown, as our 2021-2022 bulk chemical suppliers.

FINANCIAL:

Item is budgeted:

Account No.: 30 179.02

Account Name: *Water Production Supplies & Materials*

Amount: \$ 640,973

Item is budgeted:

Account No.: 30 179.03

Account Name: *Wastewater Treatment Supplies & Materials*

Amount: \$ 361,570

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

Not Applicable

CITY CONTACT: Case Opperman, Assistant Director of Public Works

oppermanc@nactx.us

936-559-2515

ATTACHMENTS:

1. 2021 Water Utilities Bulk Chemicals Bid Tab
2. 2021-2022 Bulk Chemical Award



Bid Tabulation

2021 Water Utilities Bulk Chemicals

Tuesday, August 24, 2021 @ 2:00 PM

Vendor	Liquid Aluminum Sulfate (\$/dry lb)	Caustic Soda (\$/dry lb)	Chlorine Gas (\$/ton)	Hydrofluorosilicic Acid (\$/gallon)	Liquid Polyphosphate (\$/gallon)	Sulfur Dioxide (\$/ton)	WWTP Polymer (\$/dry ton) (\$/dry lb)	WTP Polymer (\$/dry ton) (\$/dry lb)
Affinity Chemical, LLC	0.0603							
Brenntag Southwest, Inc.				3.16				
Chemtrade Chemicals US, LLC	0.175							
DXI Industries, Inc.		0.3509	1,239.00			1,239.00		
G2O Technologies, LLC	0.216							
Harcros Chemicals, Inc.		0.3725						
Napco Chemical Company					12.00			
Shannon Chemical Corporation				4.17	13.47			
SNF Polydyne, Inc.							7,180.00 3.590	7,428.00 3.714
Univar Solutions	0.165	0.3625		2.375				

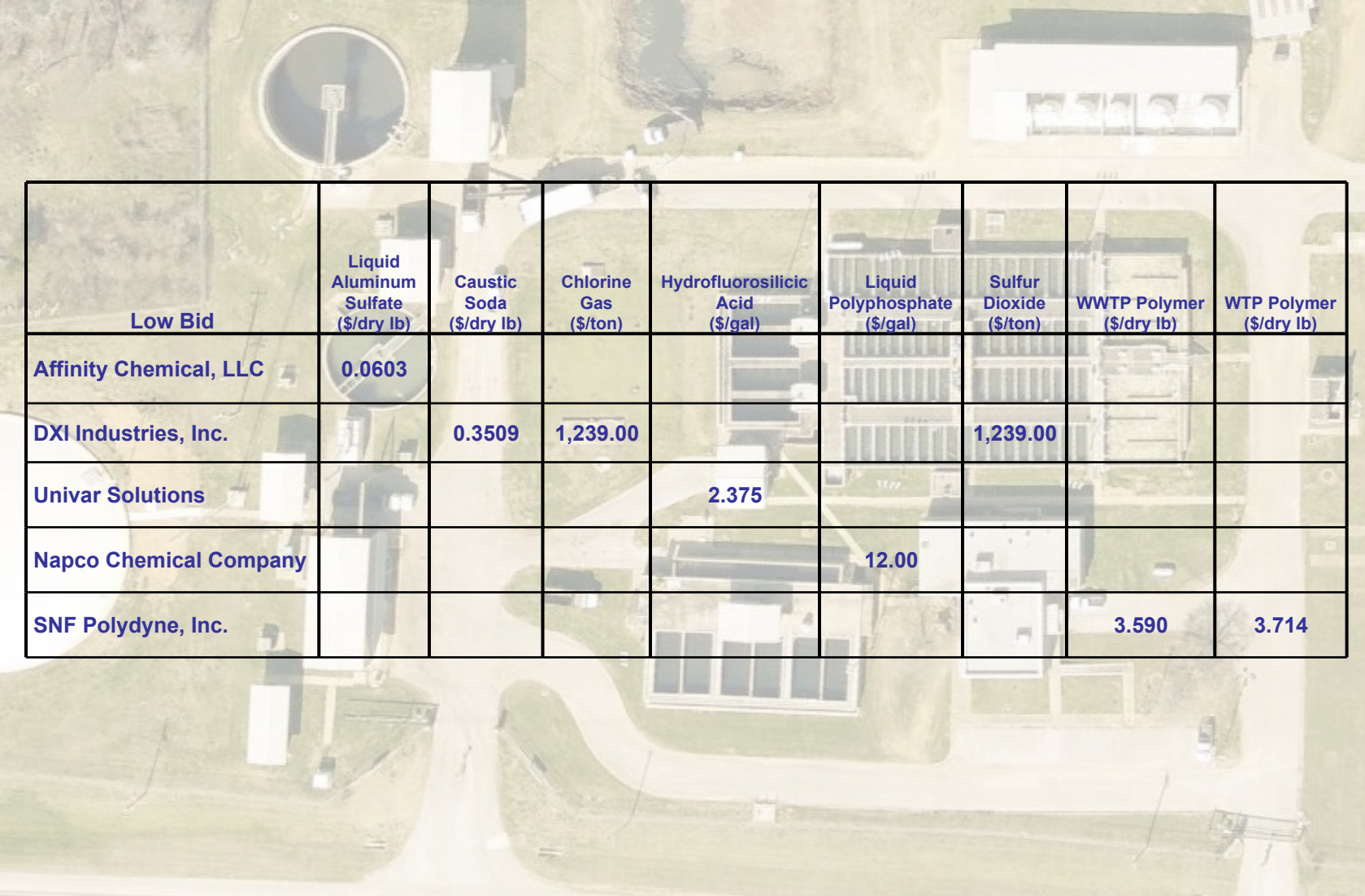
Low Bid	Liquid Aluminum Sulfate (\$/dry lb)	Caustic Soda (\$/dry lb)	Chlorine Gas (\$/ton)	Hydrofluorosilicic Acid (\$/gallon)	Liquid Polyphosphate (\$/gallon)	Sulfur Dioxide (\$/ton)	WWTP Polymer (\$/dry lb)	WTP Polymer (\$/dry lb)
Affinity Chemical, LLC	0.0603							
DXI Industries, Inc.		0.3509	1,239.00			1,239.00		
Univar Solutions				2.375				
Napco Chemical Company					12.00			
SNF Polydyne, Inc.							3.590	3.714

City of Nacogdoches – Water Utilities Department

P.O. Drawer 635030 • Nacogdoches, TX 75963 • (936) 564-5046 • Fax (936) 569-2729 •
www.ci.nacogdoches.tx.us • Home of Stephen F. Austin State University • www.sfasu.edu

BULK CHEMICAL BID AWARD

WATER AND WASTEWATER FACILITIES



Low Bid	Liquid Aluminum Sulfate (\$/dry lb)	Caustic Soda (\$/dry lb)	Chlorine Gas (\$/ton)	Hydrofluorosilicic Acid (\$/gal)	Liquid Polyphosphate (\$/gal)	Sulfur Dioxide (\$/ton)	WWTP Polymer (\$/dry lb)	WTP Polymer (\$/dry lb)
Affinity Chemical, LLC	0.0603							
DXI Industries, Inc.		0.3509	1,239.00			1,239.00		
Univar Solutions				2.375				
Napco Chemical Company					12.00			
SNF Polydyne, Inc.							3.590	3.714



City Council Meeting

Date: September 21, 2021

Agenda Item: 6.D.

PRESENTER: Michael Donnell, I.T. Manager

ITEM/SUBJECT: Consider Request for Proposal (RFP) award and leasing agreement to XETX Business Solutions for copier leasing and services in the amount of \$24,076 annually for 5 years. (IT Manager)

SUMMARY/BACKGROUND: The City is currently at the end of a leasing agreement with Ricoh for our fleet of copy machines. Four vendors responded to a Request for Proposal for new equipment and services. Of those four vendors, staff scored and chose local business XETX Business Solutions as the best choice to award leasing and services to. This lease agreement will replace 14 existing multifunction copiers with newer model Xerox machines over a 60 month timeframe.

FINANCIAL:

Item is budgeted:

Budget account numbers and account names are attached.

Amount: \$52,100

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

Not Applicable

CITY CONTACT: Michael Donnell, IT Manager
donnellm@nactx.us
936-559-2532

ATTACHMENTS:

1. Budget Accounts
2. RFP Bidders
3. XETX Business Solutions Proposal
4. XETX Business Solutions Lease Agreement
5. Multifunction Copier Device and Service RFP and Contract

	Account	Department Totals	Total Funds
Human Resources	01.07.630.00	\$3,613.42	\$52,152.12
Information Technology	01.06.630.00	\$1,973.69	
City Manager	01.02.630.00	\$1,973.69	
City Secretary	01.04.630.00	\$1,973.69	
Planning & Zoning	01.09.630.00	\$1,584.20	
Engineering	01.28.630.00	\$1,584.20	
Financial Services	01.05.630.00	\$1,973.69	
Inspection Services	01.18.630.00	\$1,584.20	
Police	01.15.630.00	\$8,170.82	
Utility Billing	30.35.630.00	\$3,415.73	
Municipal Court	01.03.630.00	\$3,415.73	
Fire	01.17.630.00	\$2,844.59	
Recreation	01.22.630.00	\$4,017.02	
Wastewater Treatment	30.39.630.00	\$3,653.10	
Public Works Administration	01.25.630.00	\$2,844.59	
Utility Construction	30.37.630.00	\$1,634.09	
Historic Sites & Mainstreet	01.20.630.00	\$1,878.65	
Animal Control	01.19.630.00	\$4,017.02	

Vendor Responses		
Company		Annual Cost
XETX		\$24,075.96
Texas Document Solutions		\$36,155.44
XBS		\$24,812.40
Ricoh		\$21,769.92

Response to
City of Nacogdoches
Request for Proposals
Multifunction Copier Device and Services
RFP 21-10-126



424 North Street
Nacogdoches, TX 75961



TAB A - FIRM BACKGROUND

The genealogy of XETX Business Solutions is rooted in the history of Nacogdoches. Our story dates back to the John S. Wyatt, Inc. Office Supply Company at 204 E. Pilar Street on the south side of the downtown Nacogdoches square, between City Hall the downtown Fire Station. This was the site of the first Nacogdoches County Courthouse. The building once occupied by John S. Wyatt, Inc. Office Supply Company was designed by Dietrich Rulfs in 1918 and was constructed of brown brick, made locally on the banks of Banita Creek. Ben T. Wilson Chevrolet and the Mahdeen hair tonic factory were housed in the building. Then in 1971, John S. Wyatt purchased the building for his office supply store.

In the years that followed, Don Alexander bought the office supply store from John S. Wyatt and renamed the business Wyatt's Office City. Don became an Authorized Xerox Sales agent in 1984, then in 1986 hired Scott Waller as the Sales Representative for the Xerox Sales Agency. With the success of the Xerox agency, their territory expanded, more sales representatives were added, and Scott became Xerox Sales Manager. As Don Alexander prepared for retirement, Wyatt's Office City's Xerox agency was spun off into a separate company in 2002 and named Xerographix East Texas, Inc. Scott purchased the Xerox Agency from Alexander in 2005 and moved the business to our current location at 424 North Street.

We now go by our dba "XETX Business Solutions" to reflect the expanded and diversified portfolio of products and services we provide. In addition to Xerox copiers and printers, we are also a Managed IT Services, IT Consulting and VoIP Telephone provider.

Our Xerox Sales Agency dates back to 1984, so we've been a Xerox Agency for 37 years. Scott Waller began his career with the Xerox Sales Agency in 1986, so he has been in the business for 35 years. Jason Liker has been an employee for 14 years.

Staff Roster

President	Scott Waller
IT Services Manager	Jason Liker
IT Solutions Analyst	Eric Hostetter
Solutions Consultant	Randy Bunton
Solutions Consultant	Zachary Smith
Marketing & Administrative Coordinator	Jennifer Adams
Technical Service Manager	Doug Autry, Xerox Corporation
Technical Service Representative	Shane Wells, Xerox Corporation
Technical Service Representative	Martin Yarnell, Xerox Corporation
Technical Service Representative	Glenn Hermes, Xerox Corporation
Technical Service Representative	Mike Mosely, Xerox Corporation
Technical Service Representative	Thomas Smith, Xerox Corporation

TAB B - PROJECT EXPERIENCE and QUALIFICATIONS

Here are several projects XETX Business Solutions has managed that are similar to the project described in this RFP, along with references.

Organization Xerox Products Managed Reference	City of Lufkin 18 MFP's Scott Feaster, Chief Information Officer sfeaster@cityoflufkin.com (936) 633-0269
Organization Xerox Products Managed References	Stephen F. Austin State University 89 MFP's Kay Johnson, Director, Procurement and Property Services Johnsondk6@sfasu.edu (936) 468-4037 Jennifer McCall, Assoc. Dir., Procurement and Property Services jennifer.mccall@sfasu.edu (936) 468-4263
Organization Xerox Products Managed References	Nacogdoches Independent School District 68 MFP's Keirsten Morris, Director of Technology kmorris@nacisd.org (936) 569-3175, ext. 8848
Organization Xerox Products Managed References	Nacogdoches Memorial Hospital 51 MFP's Norman Moore, Director of Information Systems mooren@nacmem.org (936) 222-4074

In the last 36 months, XETX Business Solutions has been responsible for the implementation of multiple Xerox Multifunction Printers in each of the above accounts, and many other accounts of all types. Our customers include school districts, county governments, city governments, state government, federal government, non-profit accounts, major commercial accounts, and small to medium size businesses. These installations involve deploying the Xerox multifunction devices to customers networks for printing, scanning, and faxing.

Project Implementation Team for this RFP

Project Manager	Scott Waller, President
IT Integration Lead	Jason Liker, IT Services Manager
IT Integration Specialist	Eric Hostetter, IT Solutions Analyst
Customer Training	Zachary Smith, Solutions Consultant
Administrative Support	Jennifer Adams, Administrative Coordinator
Technical Service Manager	Doug Autry, Xerox Corporation
Technical Service Representative	Shane Wells, Xerox Corporation
Technical Service Representative	Martin Yarnell, Xerox Corporation

Professional Resumes

Scott Waller
President



Education	1976	De Kalb High School High School Diploma	De Kalb, TX
	1980	Stephen F. Austin State University Bachelor of Science, Communications	Nacogdoches, TX
Prior Experience	1980	KTRE-TV • Master Control Operator • Master Control Supervisor • Station Operations Coordinator	Lufkin, TX
Career Experience	1986	John S. Wyatt, Inc. Authorized Xerox Sales Agency • Xerox Sales Representative • Xerox Sales Manager	Nacogdoches, TX
	2002	Xerographix East Texas, Inc. dba XETX Business Solutions Authorized Xerox Sales Agency • Xerox Sales Manager • President and Owner	Nacogdoches, TX
Recognition	20	Xerox President's Club Awards	

For 35 years, Scott has been responsible for Xerox fleet deployments and account management for large organizations such as *Champion International Newsprint Operations, Temple Inland Forest Products Corporation, Nacogdoches Independent School District, Stephen F. Austin State University, Nacogdoches Memorial Hospital, City of Lufkin, Texas Department of Transportation, Lufkin State Supported Living Center, Rusk State Hospital*, and hundreds of other accounts in our 8-county territory surrounding Nacogdoches.

Scott has also overseen the diversification and expansion of our company into IT Consulting, Managed IT Services, Network Security, Cybersecurity, and VoIP Telephone Services.

**Community
Involvement**

Nacogdoches County Chamber of Commerce

2010-2018 *Total Resource Campaign Volunteer*
Fundraising - Chamber of Commerce memberships and sponsorships

2014-2015 *Leadership Nacogdoches Graduate*

2014-2015 *Board Member*

2015-2016 *Vice-Chairman of Community Development*
Oversight of SFA/Chamber Connection, Education Committee, Leadership Nacogdoches

2016-2017 *Chair-Elect*

2017-2018 *Chairman*

2018-2019 *Past Chair*

Shop Nac First-Delivered buy-local presentation to civic groups.

Paint the Town Purple-Delivered presentation to civic groups emphasizing the importance of SFASU to the Nacogdoches economy. Facilitated increased participation of local businesses in SFASU recruiting events such as *Showcase Saturdays*.

Facilitated restructuring of membership dues.

Facilitated Chamber's public support of NISD bond initiative.

Blueberry Bluegrass Concert in the Park-Co-founding organizer of free outdoor Bluegrass concert to start the *Texas Blueberry Festival*. Recently hosted 6th annual event with attendance between 3,000 and 4,000, with approximately half of audience traveling from out-of-town to attend. Coordinated with **City of Nacogdoches** departments including **Parks and Recreation, Police, Fire & Rescue, Solid Waste, Wastewater, Streets, Convention and Visitors Bureau, Main Street and Communications** planning this event. Organized event to increase overnight stays during *Texas Blueberry Festival*.

Nacogdoches Area United Way

2010-2016 Board Member
Served on Allocations Committee, participated in fundraising events.

Nacogdoches Economic Development Corporation

2009-Present Board Member
2015-2016 Membership Committee Chairman, Executive Committee



Jason Liker
Manager of IT Services

Education	1986	Center High School High School Diploma	Center, TX
Military Service	1987-1992	United States Navy	
Prior Experience	1994-2006	Fairchild Price Haley & Smith Network Administrator and Office Administrator for law firm	Center & Nacogdoches, TX
Career Experience	2007-Present	XETX Business Solutions Authorized Xerox Sales Agency Manager of IT Services	Nacogdoches, TX

DETSEC – Nacogdoches IT professionals meet monthly for continuing education and best practice sharing regarding IT and Cybersecurity.

Oversees network integration for Xerox fleet deployments with large accounts such as Nacogdoches Memorial Hospital, Nacogdoches Independent School District, City of Lufkin, Stephen F. Austin State University, and other area school districts, city, county and state government entities, non-profit agencies, and commercial accounts of all sizes.

Jason has experience integrating Xerox equipment fleets with software solutions such as Xerox Standard Accounting, PrintAnyWay Print Management, PaperCut Print Management, AutoStore Scanning Workflow, and DocuShare Document Repository.

Oversees all aspects of IT Consulting, Managed IT Services, and VoIP Telephone Services. Our Managed IT and VoIP Telephone Services customers include several large law firms, funeral homes, regional energy distributors, non-profit agencies, religious organizations, real estate agencies, local utilities, and many others.

Eric Hostetter
IT Solutions Analyst



Education	1993 Klein Forest High School High School Diploma	Houston, TX
Military Service	1996-1998 United States Army	
Prior Experience	2008 – 2011 Elliott Electric Help Desk and Store Trip Coordinator	Nacogdoches, TX
	2011 – 2013 KeTech IT Solutions Co-owner	Nacogdoches, TX
	2014 – 2016 CMS IP Technologies Network Analyst	Lufkin, TX
Career Experience	2017-Present XETX Business Solutions Authorized Xerox Sales Agency IT Solutions Analyst	Nacogdoches, TX

DETSEC – Nacogdoches IT professionals meet monthly for continuing education and best practice sharing regarding IT and Cybersecurity.

Involved with network integration for Xerox fleet deployments with large accounts such as Nacogdoches Memorial Hospital, Nacogdoches Independent School District, City of Lufkin, Stephen F. Austin State University, and other area school districts, city, county and state government entities, non-profit agencies, and commercial accounts of all sizes.

Eric has experience integrating Xerox equipment fleets with software solutions such as Xerox Standard Accounting and PrintAnyWay Print Management.

Involved with all aspects of IT Consulting, Managed IT Services, and VoIP Telephone Services. Our Managed IT and VoIP Telephone Services customers include several large law firms, funeral homes, regional energy distributors, non-profit agencies, religious organizations, real estate agencies, local utilities, and many others.



Zachary Smith
Solutions Consultant

Education	2016	Nacogdoches High School High School Diploma	Nacogdoches, TX
	2016-2017	Stephen F. Austin State University	Nacogdoches, TX
Prior Experience	2019	The Daily Sentinel Advertising Project Manager, Sales	Nacogdoches, TX
	2020	RV Station Sales and Account Manager	Nacogdoches, TX
Career Experience	2020	XETX Business Solutions Authorized Xerox Sales Agency Solutions Consultant	Nacogdoches, TX

Responsibilities include fleet deployments and account management for dozens of state and local government agencies, commercial businesses, and non-profit organizations. Consults with customers to determine equipment and software solutions to meet customer requirements. Manages entire sales cycle including consultation, criteria determination, recommendation, implementation, and follow-up. Portfolio of solutions include Xerox printers and multifunction printers, Xerox software solutions and applications, IT Services, and VoIP Telephone Services.

Jennifer Adams
Administrative and Marketing Coordinator



Education	2014	Henderson High School High School Diploma	Henderson, TX
	2016	Kilgore College Associate of Arts	Kilgore, TX
	2018	Stephen F Austin State University Bachelor of Business Administration American Marketing Association	Nacogdoches, TX
Career Experience	2019	XETX Business Solutions Authorized Xerox Sales Agency Solutions Consultant Administrative and Marketing Coordinator	Nacogdoches, TX

TAB C - METHODOLOGY AND TECHNICAL APPROACH

Our method of effectively deploying a fleet of 14 Xerox multifunction printers is as follows:

1. Communication with the customer to clearly understand the challenges with their current equipment fleet and the requirements for the new equipment.
2. Recommend Xerox equipment that meets the requirements for the new fleet. Consider user needs, the Xerox models and pricing available on eligible government contracts. Select equipment with required speed, volume capacity and accessories.
3. The Texas Region 4 ESC/Omnia Partners R191104 Contract meets the requirements for the models, configurations and accessories required. This contract consists of highly discounted lease payments, a generous monthly black print allowance for each unit, and cost-effective meter rates for black prints that exceed the black monthly allowance and for all color prints. All supplies except paper are included. Staples are included.
4. WDS Logistics is the carrier that will deliver and install the new equipment. Either WDS Logistics or XETX Business Solutions will communicate with the City of Nacogdoches when equipment is available to schedule the delivery.
5. XETX Business Solutions typically installs no more than 6-8 units in one day. We would install the 14 units on 2 different days. In Phase 1, we would install 7 units, then we would wait another day or so then deliver another 7 units in Phase 2. WDS Logistics will deliver and install the equipment.
6. Our IT Solutions Analysts will partner with the City's IT staff to configure the new equipment to the City's network. This includes training the City's IT staff on the use of the Xerox embedded web server, Fleet Orchestrator and other network administrator tools. They will also partner with the City's IT staff to configure print drivers and scanning solutions. They will also partner with the City's IT staff to deploy and train users on Xerox Standard Accounting, the access control and print tracking and management solution included.
7. Our Solutions Consultants will provide user training once the network installations are complete. Each department will be provided with Customer Care Guides that explain how to order supplies, what supplies to keep on hand, how to request service, and other helpful information.
8. Xerox Technical Service Representatives will be available should there be any service issues with the new equipment.
9. Xerox will provide monthly invoices to the City of Nacogdoches that indicate the location of each unit, the number of black and color prints made for the invoice period, the monthly lease amount for each unit, the meter charges for each unit, and the total amount for all equipment.
10. Our Solutions Consultant assigned to the City of Nacogdoches account will communicate with the City's key contact to determine the most appropriate method and timing for managing the account. Their role is to address and eliminate any issues that our customers encounter.

Our methodology and technical approach to deploying and managing a fleet of Xerox multifunction devices are defined by the distinctive solutions and engineering designs that set Xerox apart from their competitors. Xerox Corporation has always been, and continues to be, one of the leading innovators in business technology. Here are a few Xerox distinctives:

Network Deployment and Administration – Installation of Xerox multifunction devices to the network is streamlined with deployment tools on the device's Embedded Web Server.

Fleet Orchestrator - Enables serverless fleet management with ***Fleet Orchestrator***. Configures a single device once, then lets the ***Fleet Orchestrator*** deploy and manage configurations automatically and share automated workflows across devices.

Remote Control Panel - Provide interactive training and support right from your desktop with our remote control panel.

Built-In Security - Enjoy comprehensive security through our strategic approach to preventing intrusions and keeping documents and data safe. Our partnerships with McAfee® and Cisco® proactively address risks at the individual device, fleet and network level. By interacting with the market-leading McAfee® DXL and Cisco® pxGrid platforms, Xerox® AltaLink devices employ an orchestrated response that neutralizes threats at their source the moment they occur. Multiple layers of security include data encryption, disk overwrite and industry certifications. The innovative Configuration Watchdog ensures your AltaLink devices remain configured in accordance with your security policies.

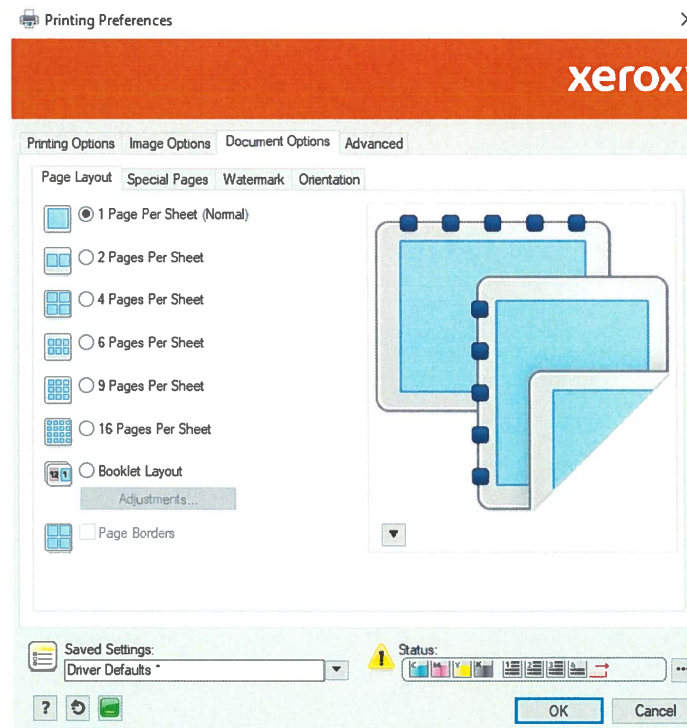
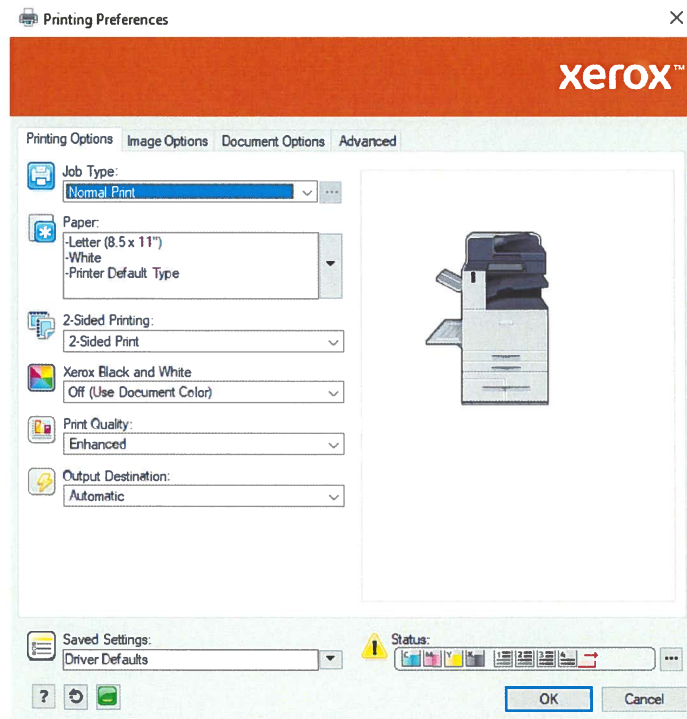
User Support Tools – Resources available to users 24/7 for online support include YouTube training videos, Chat with a Support Representative, Xerox Support Engage mobile support App, and more.

Intuitive User Experience - A familiar way to interact that includes a tablet-like experience with gesture-based touchscreen controls and easy customization.

Benchmark Reliability – Critical print engine components that most frequently require the intervention of an on-site service technician, such as the drum (photoreceptor), developer, charging wires, and cleaning blades, are incorporated into ***Customer Replaceable Units*** (CRU's) on Xerox AltaLink and VersaLink devices. These CRU's can be replaced by the user in minutes, in the same manner that an empty toner cartridge is replaced, without having to wait for a service technician. This engineering design helps maintain consistent image quality and improves reliability and uptime.

Access Management Tools for Cost Control – Xerox AltaLink and VersaLink equipment includes ***Xerox Standard Accounting***, a print tracking and management tool. Users are assigned accounts with a PIN number. Prints made with black-only and color can be tracked or limited by account number, providing user access control, print management, and cost control. Other print management solutions available for Xerox AltaLink and VersaLink equipment, at additional cost, include ***PrintAnyWay*** and ***PaperCut***. These solutions provide even more flexibilities, such as ***FollowMePrinting*** and unified administrator tools.

Intuitive Print Driver



Embedded Web Server

xerox AltaLink® C8155

Back

HomeJobsPrintScanAddress BookPropertiesSupportadmin



Power Saver Mode On
Name: XR9C934E9D869D
Machine Model: Xerox® AltaLink® C8155
Multifunction Printer
Serial Number:
IPv4 Address:
Administrator: Not set

Details

Notifications

Settings

The machine is in Sleep Mode; some administration functions cannot be performed. No user intervention is required. Printing will start when a job is received, a fax job is received (if installed), or a user initiates a job at the machine. (Skill Level: No Intervention Required, Status Code: 01-551-00)

05/15/2020-12:04:16 AM

Trays

Settings

18.5 x 11" Plain White

28.5 x 11" Plain White

38.5 x 11" Plain White

Supplies

Details

C100%

M100%

Y100%

K100%

Billing

Usage

Device Serial Number:

Black Impressions	114
Color Impressions	79
Total Impressions	193
Black Large Impressions	0
Color Large Impressions	0

Apps

Copy	Configured
Email	Configured
Scan To	Configured
Xerox® App Gallery	Configured
Workflow Scanning	Not Configured
Print From	Configured
ID Card Copy	Configured

Quick Links

Cloning

Download Driver

Remote Control Panel

Information Pages

Remote Services Upload

Reboot Device

Configuration Report

Help

Network Deployment and Administration via Embedded Web Server Utilizing *Fleet Orchestrator*

xerox AltaLink® C8135

[Home](#) [Jobs](#) [Print](#) [Scan](#) [Address Book](#) [Properties](#) [Support](#) admin

Search

[Fleet Orchestrator](#)
Configuration Overview
Description
Configuration Report
General Setup
Connectivity
LogIn/Permissions/Accounting
Apps
Security
Configuration Watchdog

Fleet Orchestrator

AC
Auto
Configured

←

1
File

This device is auto configured using 1 file.

Configuration Files

Create / Install File

Type	File Name/Version	Status	Added By	Details
Software Upgrade	113.009.001.06011	Software upgraded successfully. Tuesday, June 15 2021 09:34:58 CDT	admin	View

Share Configuration Files

File Sharing allows connected devices to receive configuration files in order to apply and maintain device settings across multiple devices. [Learn more](#)

Configure File Sharing

xerox AltaLink® C8135

[Home](#) [Jobs](#) [Print](#) [Scan](#) [Address Book](#) [Properties](#) [Support](#) admin

Search

[Fleet Orchestrator](#)
Configuration Overview
Description
Configuration Report
General Setup
Connectivity
LogIn/Permissions/Accounting
Apps
Security
Configuration Watchdog

Configuration Overview

Before you Begin

Review the configuration checklist to help identify what information is needed to configure the device

View Checklist

Connectivity with Other Xerox Devices

Share network configuration with other Xerox devices

Enabled

Settings

Configure DNS to gain access to network resources

Fully Configured & Communicating with Xerox

Settings

Barcode Services

Not Configured

Settings

Status about File Sharing

Not Configured

Settings

Connectivity and Printing

Print Protocols

Configured

Settings

Xerox Wireless Network Interface

Install Xerox Wireless Network Interface

Settings

Apps

Email

Default

Settings

Workflow Scanning

Default

Settings

Scan To

Configured

Setup

Server Fax

Default

Settings

Internal Fax

Default

Settings

Cloning

Create Clone File

View

xerox AltaLink® C8135

[Home](#) [Jobs](#) [Print](#) [Scan](#) [Address Book](#) [Properties](#) [Support](#) admin

Search

[Fleet Orchestrator](#)
Configuration Overview
Description
Configuration Report
General Setup
Connectivity
LogIn/Permissions/Accounting
Apps
Security
Configuration Watchdog

Description

Identification

Machine Model

Xerox® AltaLink® C8135 Multifunction Printer

Product Code/Serial Number

EL0518226

Device Name

XETX-C8135

Location

machine location not set

Customer Asset Tag

Xerox Asset Tag

Organization Information

Name

Unit

Geographic Location

Coordinates must be entered using the "" (period) as the decimal point (e.g. 43.22245).

Latitude

(-90 to 90)

Longitude

(-180 to 180)

Apply

Home Jobs Print Scan Address Book Properties Support admin

Search

Configuration Report

802.11
Accounting
Address Book Scanning
AirPrint Pinpoint
AirPrint
Auto Login
Authentication Configuration
Authentication Server
Banner
Common User Data
Connectivity Mobile Workflows
Connectivity Physical Connections
Connectivity Protocols
Custom Color Index
ePS Services
Email
Embedded Fax
Energy Saver
External Service Setup
FIPS 140-2
FTE
General Setup
Google Feature Settings

HTTP
MacOS (Highly Secure) AirPrint Discovery
MacOS Connect
MacOS Fax
IP Printing
IP Sec
Job Data Removal
LDAP
LPR/LPD
MacOS Hardware
Machine Profile
Machine UI Authentication
Machine Updates
Managed by
MacOS Embedded Control
Media Tools
Network Printing Discovery
NFC
PDF
PCL
Print Jobs
Print Fuser

Printing
Page of Printing
Remote User Management
Scan ID
Scan to Home
Scan to Mobile
Security
Server Fax
SIP
SMTP
SNMP
Software Updates
TCP/IP v4
TCP/IP v6
USB
USB Services
Voice Services
Web Services as Device
Wi-Fi Direct
Work
Workload
Workload Scanning
Zero Service Access

Download Configuration Page Print Configuration Page

Note
All Saved Jobs are stored as encrypted files.
Encryption ensures that third parties cannot read, print, or scan and email these files.

Common User Data

Machine Name	XETX-C8135
IP Address	172.16.200.26
Machine Serial Number	ELOS 18228
Fax Line 1	113 005 001 05011
Device Software Version	https://172.16.200.26
Machine URL	

Machine Profile
Machine Name

Home Jobs Print Scan Address Book Properties Support admin

Search

Remote Management Server Setup

Enablement
☒ Enabled
☐ Disabled

Management Server Setup
 Enter a server address or host name below. To find available servers select Discover Servers.

Server Address Claim Status

Examples: IP Address, Host Name, IPv6 Address

Discover Servers

Check in Now

Last Status Results

Server Address	Date/Time	Status

For additional information go to [ENR 3.50 Record Data Help](#)

Apply

Help

Home Jobs Print Scan Address Book Properties Support admin

Search

Connectivity

Network
The device uses either the wireless or the wired network connection. Activating one will deactivate the other.

Profile	Status	Action
Wired Connection	IPv4 is active	Edit
Xerox Wireless Network Interface	Xerox Wireless Hardware not installed. Install a Wi-Fi dongle	Edit
Wi-Fi Direct	Xerox Wireless Hardware not installed. Wi-Fi Direct is Disabled	Edit
Mobile Workflows	Status	Edit
AirPrint	Enabled	Edit
Maps™ Discovery	Enabled	Edit
Google Cloud Print™ Service	Disabled	Edit
Remote Management	Status	Edit
Fleet Orchestrator (File Sharing)	Enabled	Edit
Remote Management Server (XDM/CNYY)	Enabled	Edit
Remote Services	Enabled	Edit
Xerox Workplace Cloud	Disabled	Edit
USB Settings	Status	Edit
Port Management (A and B)	All Enabled (A); Software Tools (B)	Edit
Power in Sleep Mode	Maximum Savings (Default)	Edit
Protocol	Status	Edit
Bonjour	Enabled	Edit
FTP/SFTP Filing	Enabled	Edit
HTTP	Enabled	Edit
IPP	Enabled	Edit
LPR/LPD	Enabled	Edit
NFC	Enabled	Edit

Home

Jobs

Print

Scan

Address Book

Properties

Support

admin

Search

Fleet Orchestrator

Configuration Overview

Description

Configuration Report

General Setup

Connectivity

Logins/Permissions/Accounting

Apps

Security

Configuration/Watching

IP (Internet Protocol)

Hide IPv4 Settings

IPv4

General

Protocol

Enabled

IP Address Resolution

STATIC

Machine IP Address

0 0 0 0

Subnet Mask

0 0 0 0

Gateway Address

0 0 0 0

Zero-Configuration Networking

Self Assigned Address

Enabled(0 0 0 0)

IPv4 Note

Changing the Machine IP Address will impact other protocols: NetBIOS/SIP, LPR/LPD, FTP, SNMP and Raw TCP/IP Printing. These protocols will need to reference the new IP Address. Disabling TCP/IP will impact other protocols: NetBIOS/SIP, LPR/LPD, FTP, SNMP and Raw TCP/IP Printing. This Web User Interface will be disabled until TCP/IP is re-enabled from the Local User Interface.

IPv6

Show IPv6 Settings

DNS

Show DNS Settings

Default All

Close

Apply

Home

Jobs

Print

Scan

Address Book

Properties

Support

admin

Search

Fleet Orchestrator

Configuration Overview

Description

Configuration Report

General Setup

Connectivity

Logins/Permissions/Accounting

Apps

Security

Configuration/Watching

DNS

Hide DNS Settings

Host/Domain Name

Requested Host Name

XETX-C8135

Requested Domain Name

workgroup

Complete domain name(s) with dot character

Note

When Complete domain name(s) with dot character is selected, the device will automatically append a dot(.) to the end of domain names. This setting ensures that domain names are interpreted as absolute domain names, which can improve DNS resolution.

Multicast DNS Registration

Enabled

Release this connection's DHCP leases and DNS registrations (via DHCP)

Enabled

DNS Server Addresses

Additional DNS Server Addresses (in IPv4 and IPv6 address format)

172.16.200.1

8.8.8.8

8.8.4.4

DNS Connection Timeout

Seconds

5-60

5

DNS Search Domains

Append Device Domain

Enabled

Append Parent Domains

Enabled

Additional Search Domains

Verified Host Name

Host Name not Verified

Verified Domain Name

Domain Name not Verified

DNS Server Addresses (in order)

Domain Name Search List (in order)

1 workgroup

User Online Support Tools



Printers & Supplies | Solutions & Services | Customer Support | Partners

United States | Account | Log Out | Shop

Back in the office? Visit our Knowledge Base and select your product to find tips on how to "Restart Your Engines After an Extended Period of Inactivity".

LET'S GO

Search All Support – From Devices to Drivers

ex. AltaLink C8030 fault code 05-125-00, ColorQueue 8900 MAC OSX driver



Browse by Product Type



Printers



Production Systems



Scanners & Peripherals



Software & Platforms



Multifunction & Fax



Wide Format



Copiers

Important firmware update available for select A4 VersaLink models, WorkCentre 6515 and Phaser 6510.

VISIT DRIVERS & DOWNLOADS

Quick Links



Chat with Support



MySupport Portal



At Your Service
Blog



Support Forum



YouTube Support



FAQs



Security



Global Print Driver

XEROX SUPPORT ENGAGE

Download the Support Mobile App now

APP STORE

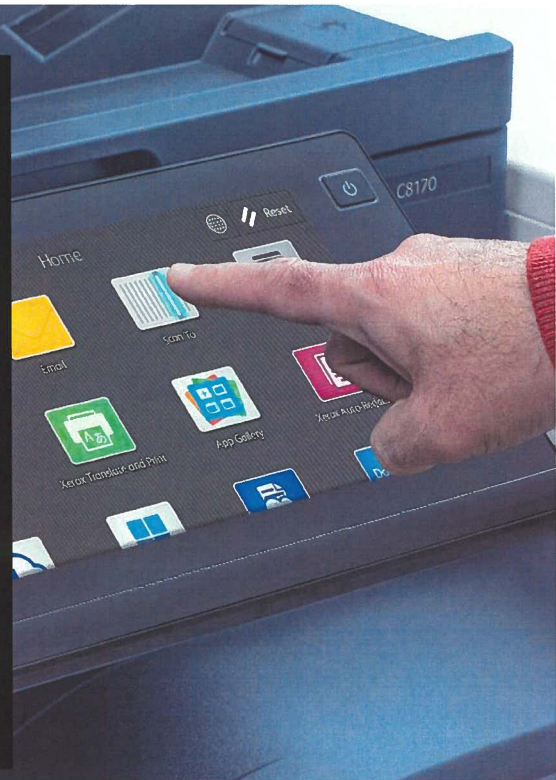
GOOGLE PLAY

Easy-to-Use Control Panel Interface

Intuitive User Experience

A familiar way to interact that includes a tablet-like experience with gesture-based touchscreen controls and easy customization.

- Task-focused apps simplify getting work done in fewer steps
- Large capacitive touchscreen “mobile” experience with support for gestural input (tap, swipe, pinch)
- Ability to personalize user screen and add 1-Touch App shortcuts



Security

Benchmark Security, Total Peace of Mind

Our holistic approach to security provides comprehensive features to keep printers and data safe.

-  **Prevent** – Safeguard access and data transmission to the device.
-  **Detect** – Alert against harmful changes to system firmware, plus auto-detection to ensure only authorized printers are installed.
-  **Protect** – Lock down security from unauthorized disclosure of information; secure data on the device.
-  **External Partnerships** – Highest security standards with McAfee and Cisco integration while supporting industry compliance and certifications.



Protect



Safeguard data on the device and beyond.



Encrypting Data To, From and Stored on the Device

- Storage Drive encryption (AES 256-bit, FIPS)
- Digitally signed, encrypted, password-protected file formats
- Print stream encryption
- Domain filtering

External Partnerships



Security by the best in the business.



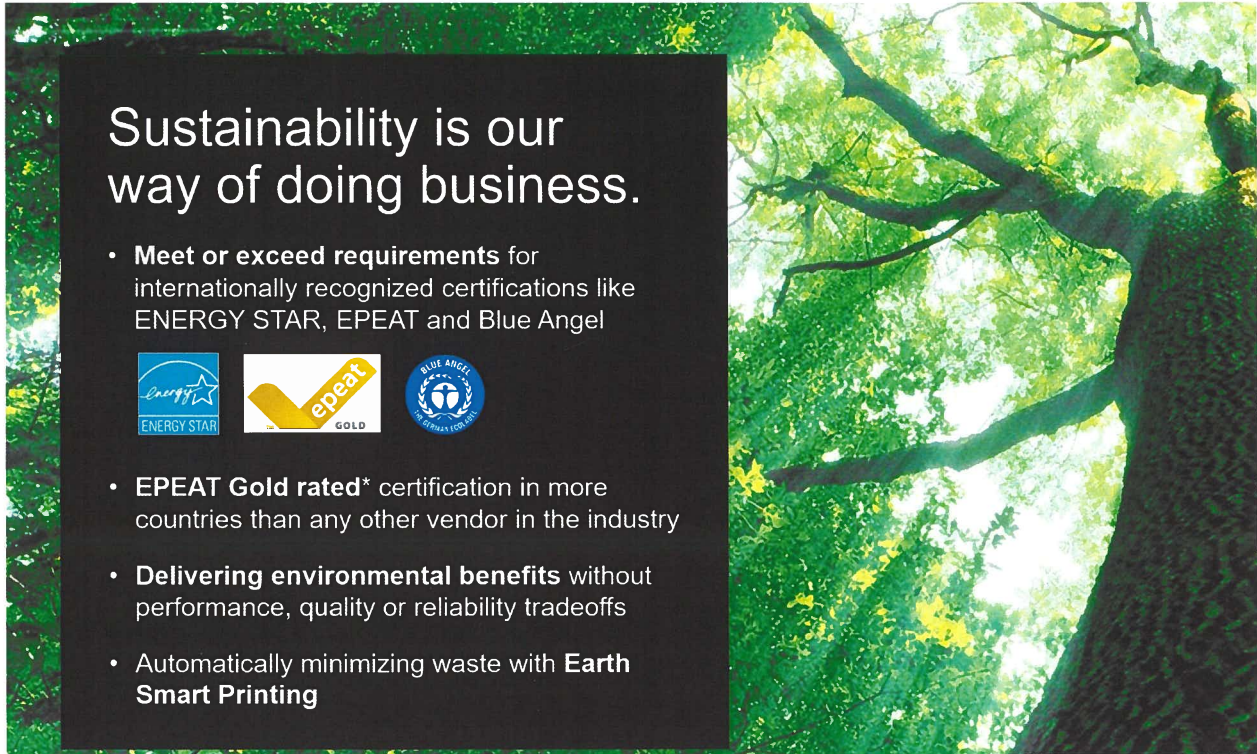
Working together with partners makes Xerox® Security outstanding.

McAfee: Real-time protection against malware from the leader in enterprise security.

Cisco: Unprecedented visibility of all Xerox® Devices on the network.

- Data integration with industry's leading SIEM tools such as McAfee ESM, LogRhythm and Splunk.
- Industry certifications that demonstrate the highest standards of security compliance.

Environmental Sustainability



Sustainability is our way of doing business.

- **Meet or exceed requirements** for internationally recognized certifications like ENERGY STAR, EPEAT and Blue Angel



- **EPEAT Gold rated*** certification in more countries than any other vendor in the industry
- **Delivering environmental benefits** without performance, quality or reliability tradeoffs
- Automatically minimizing waste with **Earth Smart Printing**

On-Site and Remote Technical Support

XETX Business Solutions provides a complete portfolio of technical support for our customers. We have IT Solutions Analysts on staff that support IT departments of clients like the City of Nacogdoches during fleet deployment, and throughout your customer experience. Our customers may receive support from our IT Solutions Analysts via online desktop sessions, or by an in-person visit. Our IT Solutions Analysts support Xerox customers with network installations, print drivers, scanning, and other network-related technical issues.

Diagnosis and repairs for equipment issues are conducted on site by local Technical Support Representatives employed, trained and managed by Xerox Corporation. We have a close working relationship with our Xerox Technical Support Representatives, sharing information regarding customer issues throughout each day. Some technical issues may be resolved remotely via telephone or chat sessions with Xerox Support personnel.

Our Solutions Consultants and Customer Service Representative are also available to assist customers with training, billing, or other issues.

And since our office is located at 424 North Street in Nacogdoches, our company is uniquely situated to provide prompt local support for all City of Nacogdoches locations.

Tab D Cost Proposal
Option 2-All Equipment Color

			Proposed Equipment						
Department	Location	Current Ricoh	XEROX MODEL	SPEED	CONFIG	60 MO LEASE	MO BLK ALLW	BLK MTR RATE	CLR MTR RATE
Unit 1 Police Department	312 W. Main	MP4054SP B/W 40 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Unit 2 City Hall	202 E. Pilar 1st Floor	MP4054SP B/W 40 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Unit 3 Recreation Ctr/Library	1112 N. street	MPC3503 COLOR 35 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Unit 4 Police Dept Admin	312 W. main	MPC4503 COLOR 45 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Unit 5 City Hall	202 E. Pilar HR 110	MP4054SP B/W 40 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Unit 6 Municipal Court	217 W. Hospital St.	MP4054SP B/W 40 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Unit 7 City Hall	202 E. Pilar St. 2nd Floor	MP3054SP B/W 30 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Unit 8 City Hall	202 E. Pilar St. 3rd Floor	MPC5503 COLOR 55 PPM	C8155H2	55 PPM B/W 55 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$170.97	20,000	\$0.0056	\$0.0506
Unit 9 Utility Maint Warehouse	921 Powers St.	MP401SPF B/W 42 PPM	C405DN	36 PPM B/W & COLOR	Desktop 1 line fax	\$53.20	2,500	\$0.0149	\$0.0889
Unit 10 Fire Department	214 E. Pilar St.	MP3054SP B/W 30 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Unit 11 Public Works	3812 NW Stallings Dr.	MP3054SP B/W 30 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Unit 12 Water Treatment Plant	2996 FM 1275	MPC3003 COLOR 30 PPM	C8135H2	35 PPM B/W 35 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$142.36	5,000	\$0.0056	\$0.0506
Unit 13 Sterne Hoya Museum	211 S. Lanana St.	MPC305SPF COLOR 30 PPM	C405DN	36 PPM B/W & COLOR	Desktop 1 line fax	\$53.20	2,500	\$0.0149	\$0.0889
Unit 14 Animal Shelter	3211 SW Stallings	MPC3054EX COLOR 35 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Total						\$2,006.33	180,000		

Submitted under the pricing, terms and conditions of **Texas Region 4 Education Service Center /OMNIA #R191104** contract. Lease includes all supplies, including staples, onsite and remote service, delivery, set-up, and network analyst services. Lease includes monthly black print allowance per unit. Black prints over monthly allowance are billed at meter rate shown. All color prints are billed at meter rate shown.

Tab D - Cost Proposal

Tab D - Cost Proposal			Option 1-Hybrid Fleet - Some Equipment Color; Some Equipment Monochrome						
			Proposed Equipment						
Department	Location	Current Ricoh	XEROX MODEL	SPEED	CONFIG	60 MO LEASE	MO BLK ALLW	BLK MTR RATE	CLR MTR RATE
Unit 1 Police Department	312 W. Main	MP4054SP B/W 40 PPM	B8145H2	45 PPM B/W	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$191.61	25,000	\$0.0045	
Unit 2 City Hall	202 E. Pilar 1st Floor	MP4054SP B/W 40 PPM	B8145H2	45 PPM B/W	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$191.61	25,000	\$0.0045	
Unit 3 Recreation Ctr/Library	1112 N. street	MPC3503 COLOR 35 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Unit 4 Police Dept Admin	312 W. main	MPC4503 COLOR 45 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Unit 5 City Hall	202 E. Pilar HR 110	MP4054SP B/W 40 PPM	B8145H2	45 PPM B/W	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$191.61	25,000	\$0.0045	
Unit 6 Municipal Court	217 W. Hospital St.	MP4054SP B/W 40 PPM	B8145H2	45 PPM B/W	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$191.61	25,000	\$0.0045	
Unit 7 City Hall	202 E. Pilar St. 2nd Floor	MP3054SP B/W 30 PPM	B8145H2	45 PPM B/W	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$191.61	25,000	\$0.0045	
Unit 8 City Hall	202 E. Pilar St. 3rd Floor	MPC5503 COLOR 55 PPM	C8155H2	55 PPM B/W 55 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$170.97	20,000	\$0.0056	\$0.0506
Unit 9 Utility Maint Warehouse	921 Powers St.	MP401SPF B/W 42 PPM	B405DN	47 PPM B/W	Desktop 1 line fax	\$49.04	2,500	\$0.0099	
Unit 10 Fire Department	214 E. Pilar St.	MP3054SP B/W 30 PPM	B8145H2	45 PPM B/W	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$191.61	25,000	\$0.0045	
Unit 11 Public Works	3812 NW Stallings Dr.	MP3054SP B/W 30 PPM	B8145H2	45 PPM B/W	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$191.61	25,000	\$0.0045	
Unit 12 Water Treatment Plant	2996 FM 1275	MPC3003 COLOR 30 PPM	C8135H2	35 PPM B/W 35 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$142.36	5,000	\$0.0056	\$0.0506
Unit 13 Sterne Hoya Museum	211 S. Lanana St.	MPC305SPF COLOR 30 PPM	C405DN	36 PPM B/W & COLOR	Desktop 1 line fax	\$53.20	2,500	\$0.0149	\$0.0889
Unit 14 Animal Shelter	3211 SW Stallings	MPC3054EX COLOR 35 PPM	C8145H2	45 PPM B/W 45 PPM COLOR	BR finisher (stacking/stapling/2-3 hole punch) 1 line fax	\$158.66	15,000	\$0.0056	\$0.0506
Total						\$2,232.82	250,000		

Submitted under the pricing, terms and conditions of **Texas Region 4 Education Service Center /OMNIA #R191104** contract. Lease includes all supplies, including staples, onsite and remote service, delivery, set-up, and network analyst services. Lease includes monthly black print allowance per unit. Black prints over monthly allowance are billed at meter rate shown. All color prints are billed at meter rate shown.

TAB E - COMMENTS/CHANGE REQUESTS to STANDARD FORM of AGREEMENT

1. This proposal is submitted with the pricing, terms and conditions of the Region 4 ESC (formerly TCPN) / Omnia Partners Interlocal Government Purchasing Cooperative R191104 Contract.

The City of Nacogdoches is a member of Region 4 ESC/Omnia Partners, with several member ID numbers found in their membership list:

Member ID	Organization	Address
2554826	City of Nacogdoches	202 E Pilar St
5246635	CITY OF NACOGDOCHES	202 E PILAR ST
1182988	City Of Nacogdoches	PO Box 635030
2612803	City Of Nacogdoches Animal Shelter	3211 NW Stallings Dr
5180117	City of Nacogdoches-Warehouse	3812 N.W. Stallings Drive

Xerox products may be procured from the Region 4 ESC/Omnia Partners R191104 contract by signing a Xerox Lease Agreement referencing that contract or by issuing a Purchase Order specifying the same information found on the Xerox Lease Agreement (IE: equipment configuration, lease term, pricing, allowance, meter rates) and referencing the Region 4 ESC/Omnia R191104 Contract. The terms and conditions of the Region 4 ESC/Omnia Partners R191104 Contract will apply to this transaction.

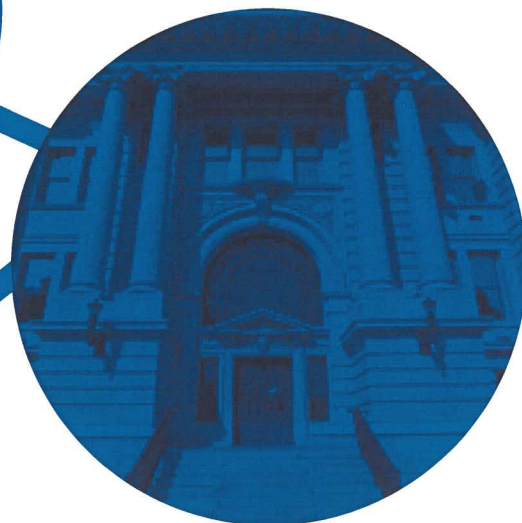
More information about Omnia Partners can be found on their website:

<https://www.omniapartners.com/publicsector>

Information specific to the Region 4 ESC/Omnia Partners R191104 contract can be found here:

<https://www.omniapartners.com/publicsector/suppliers/xerox-corporation/contract-documentation>

OMNIA PARTNERS, PUBLIC SECTOR IS PROUD TO PARTNER WITH XEROX



OMNIA PARTNERS, PUBLIC SECTOR

Shaping the future of procurement through power, access and trust. OMNIA Partners, Public Sector (subsidiaries National IPA & US Communities) is the largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Its immense purchasing power and world-class suppliers have produced an extensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

XEROX CORPORATION

Xerox offers award winning technology and advanced document management services in partnership with OMNIA Partners, Public Sector. When technology and document management services are leveraged to their fullest, assets and operations are optimized, document-driven business processes are streamlined, security risks will be mitigated, and savings and productivity will increase.

OMNIA[®]

PARTNERS

Region 4 Education Service Center has competitively solicited and awarded **TWO** cooperative contracts to Xerox. Available through OMNIA Partners, Public Sector (subsidiaries National IPA & US Communities), contracts #R171406 and #R191104 offer broad portfolios of Managed Print Services and Copiers & Printers in cost effective solutions that will improve productivity.

Copiers and Printers Contract

Competitively solicited and publicly awarded by: Region 4 Education Service Center

Contract #: R191104

Contract Term: June 1, 2020 - May 31, 2025

- A product portfolio inclusive of an award-winning array of print and copy devices
- Xerox® ConnectKey® enabled multifunction printers
- Nationally leveraged pricing for Xerox® products
- Purchase and Flexible lease programs

Managed Print Solutions

Competitively solicited and publicly awarded by: Region 4 Education Service Center

Contract #: R171406

Contract Term: March 1, 2018 - February 28, 2021

- Xerox® DocuShare®
- Xerox® Print Management and Mobility Suite
- The Xerox® Print Awareness Tool
- Xerox® Workflow Automation Solutions
- Document Scanning Services
- Professional Services
- Business Process Improvement Consulting Service

omniapartners.com/publicsector • 866.875.3299 • info@omniapartners.com

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xerox™

Xerox Corporation
Copiers and Printers, Managed Print Solutions and IT Services



Copiers and Printers

Region 4 ESC - TX

Contract Number: R191104

Initial award from June 1, 2020 through May 31, 2023 with the option to renew for two (2) additional one (1) year periods through May 31, 2025.

Executive Summary

- [Executive Summary](#)
- [AZ Compliance Questionnaire](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Award Documents](#)
- [Award Letter](#)
- [Contract Update - Installment Purchase T&C's](#)

Response Evaluation

- [Evaluation Summary](#)

Solicitation Process

- [Original RFP Document](#)
- [Addendum #1](#)
- [Addendum #2](#)
- [Addendum #3](#)
- [Addendum #4](#)
- [RFP Questions & Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)



Copiers and Printers
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 19-11

RFP Issued: October 2, 2019

Pre-Proposal Date: October 15, 2019

Response Due Date: November 19, 2019

Proposals Received: 4



Awarded to:

Contract # R191104

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 19-11 on October 2, 2019, to establish a national cooperative contract for Copiers and Printers

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On November 19, 2019 proposals were received from the following offerors:

- Konica Minolta Business Solutions U.S.A. Inc.
- Kyocera Document Solutions America, Inc.
- Sharp Electronics Corporation
- Toshiba America Business Solutions, Inc.
- Xerox Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that Xerox Corporation demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of June 1, 2020.

Contract Highlights:

Provide a broad scope of products and a wide variety of solutions for the past 20 years, and has provided world-class technology, service and support. Xerox is committed to helping Participating Public Agencies by providing innovative technology and solutions to customers of all sizes, regardless of complexity or number of customer locations.

Xerox is not a certified diverse company but recognizes that having a diverse supplier pool is a major competitive advantage and a powerful business tool. Xerox is dedicated to two (2) programs; a) Diversity Program that proactively identify, build relationships with, and purchase goods and services from certified small businesses as well as MWBE, SBE, DBE and HUB that can help achieve its corporate objectives as suppliers to Xerox; b) Divers Alliance Program, committed to understanding and supporting customer's supplier diversity goals and objectives. Specifically, Xerox in connection with the Master Agreement will support Region 4 ESC by offering solutions which include certified HUBs or other certified diverse subcontractors where applicable and practical.

Contract includes:

- Extensive portfolio of products, scalable for an office environment of any size to a full scale production print shop.
- Software solutions such as ConnectKey™ software platform that enable integration of technology, software and services to securely design and manage the digitization and workflow of content for users.
- A variety of financial constructs including lease, purchase and rental offerings at discounted pricing.

Term:

Initial three-year agreement from June 1, 2020 through May 31, 2023 with the option to renew for two (2) additional one-year periods through May 31, 2025.

Pricing/Discount:

Provided a discounted price list for the most common components of product offerings such as equipment, software, services and solutions in a not-to-exceed model. All products and services provided by Xerox will be bundled into one monthly price for the OMNIA Partners member.

OMNIA Partners, Public Sector Web Landing Page:

<https://www.omniapartners.com/publicsector/contract/supplier-contracts/xerox-corporation>



February 25, 2020

Ms. Rachael Jones Turner
SLED Cooperative Contracts Manager
Xerox Corporation
201 Merritt 7
Norwalk, CT 06851
Rachael.jones@xerox.com

Re: Award of Contract #R191104

Dear Ms. Jones Turner:

Per official action taken by the Board of Directors of Region 4 Education Service Center on February 25, 2020, we are pleased to announce that after successful negotiated terms and conditions, Xerox Corporation has been awarded an annual contract for the following, based on the sealed proposal (RFP#19-11) submitted on November 19, 2019:

Commodity/Service

Supplier

Copiers and Printers

Xerox Corporation

This contract is effective June 1, 2020 and will expire on May 31, 2023. As indicated above, your contract # is R191104 This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and Xerox Corporation

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Deborah Bushnell, the Contract Manager assigned to your contract, at (713) 554-7348 or Deborah.bushnell@omniapartners.com.

Sincerely,

DocuSigned by:

0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

2. In accordance with the criteria specified in this RFP, all Xerox equipment proposed are of equal print speed with the current equipment, with the following exceptions:

Option 1: Hybrid Fleet – Some Equipment **Color**; Some Equipment **Monochrome**

Unit 1	Police Dept	Xerox speed increasing from 40 ppm to 45 ppm	<i>Increase 5 ppm</i>
Unit 2	City Hall 1 st Fl	Xerox speed increasing from 40 ppm to 45 ppm	<i>Increase 5 ppm</i>
Unit 3	Rec Ctr	Xerox speed increasing from 35 ppm to 45 ppm	<i>Increase 10 ppm</i>
Unit 4	Police Admin	Xerox speed same as current unit	<i>No change</i>
Unit 5	City Hall HR	Xerox speed increasing from 40 ppm to 45 ppm	<i>Increase 5 ppm</i>
Unit 6	Municipal Ct	Xerox speed increasing from 40 ppm to 45 ppm	<i>Increase 5 ppm</i>
Unit 7	City Hall 2 nd Fl	Xerox speed increasing from 30 ppm to 45 ppm	<i>Increase 15 ppm</i>
Unit 8	City Hall 3 rd Fl	Xerox speed same as current unit	<i>No change</i>
Unit 9	Utility Whse	Xerox speed increasing from 42 ppm to 47 ppm	<i>Increase 5 ppm</i>
Unit 10	Fire Dept	Xerox speed increasing from 30 ppm to 45 ppm	<i>Increase 15 ppm</i>
Unit 11	Public Works	Xerox speed increasing from 30 ppm to 45 ppm	<i>Increase 15 ppm</i>
Unit 12	Water Treat	Xerox speed increasing from 30 ppm to 35 ppm	<i>Increase 5 ppm</i>
Unit 13	Sterne Hoya	Xerox speed increasing from 30 ppm to 36 ppm	<i>Increase 6 ppm</i>
Unit 14	Animal Shelter	Xerox speed increasing from 35 ppm to 45 ppm	<i>Increase 10 ppm</i>

Option 2: **All Equipment Color**

Unit 1	Police Dept	Xerox speed increasing from 40 ppm to 45 ppm	<i>Increase 5 ppm</i>
Unit 2	City Hall 1 st Fl	Xerox speed increasing from 40 ppm to 45 ppm	<i>Increase 5 ppm</i>
Unit 3	Rec Ctr	Xerox speed increasing from 35 ppm to 45 ppm	<i>Increase 10 ppm</i>
Unit 4	Police Admin	Xerox speed same as current unit	<i>No change</i>
Unit 5	City Hall HR	Xerox speed increasing from 40 ppm to 45 ppm	<i>Increase 5 ppm</i>
Unit 6	Municipal Ct	Xerox speed increasing from 40 ppm to 45 ppm	<i>Increase 5 ppm</i>
Unit 7	City Hall 2 nd Fl	Xerox speed increasing from 30 ppm to 45 ppm	<i>Increase 15 ppm</i>
Unit 8	City Hall 3 rd Fl	Xerox speed same as current unit	<i>No change</i>
Unit 9	Utility Whse	Xerox speed decreasing from 42 ppm to 36 ppm	<i>Decrease 6 ppm</i>
Unit 10	Fire Dept	Xerox speed increasing from 30 ppm to 45 ppm	<i>Increase 15 ppm</i>
Unit 11	Public Works	Xerox speed increasing from 30 ppm to 45 ppm	<i>Increase 15 ppm</i>
Unit 12	Water Treat	Xerox speed increasing from 30 ppm to 35 ppm	<i>Increase 5 ppm</i>
Unit 13	Sterne Hoya	Xerox speed increasing from 30 ppm to 36 ppm	<i>Increase 6 ppm</i>
Unit 14	Animal Shelter	Xerox speed increasing from 35 ppm to 45 ppm	<i>Increase 10 ppm</i>

If the **All Equipment Color** option is chosen, the Utility Warehouse on Powers Street would transition from a monochrome 42 ppm desktop unit to a 36 ppm color desktop unit. We believe the Xerox C405DN color desktop unit is well suited and is more than capable of accommodating the needs of this location. (If the Hybrid Fleet option is chosen, the Utility Warehouse would transition from a 42 ppm monochrome desktop unit to a 47 ppm monochrome desktop unit.)

In all other situations, the Xerox equipment proposed is of equal or faster speed than the current equipment.

3. XETX Business Solutions is located in Nacogdoches. President and Owner Scott Waller has been a resident of Nacogdoches since starting Stephen F. Austin State University in 1976. After graduation, he made the decision to stay and raise his family in Nacogdoches. While continuing to grow the business, he has been active in the Nacogdoches community through involvement in church, Nacogdoches County Chamber of Commerce, Nacogdoches Area United Way, and Nacogdoches Economic Development Corporation.

Partnering with XETX Business Solutions is good for the Nacogdoches economy. Our payroll provides income to staff members who own homes and property in Nacogdoches, rent housing in Nacogdoches, and pay property taxes in Nacogdoches. Our staff members buy vehicles, fuel, lawn equipment, appliances, furniture, clothing, groceries, household goods, and other everyday items in Nacogdoches. We eat at restaurants in Nacogdoches, shop at department stores, boutiques, gift shops, flower shops, donut shops, bakeries, and countless other retail stores. We support local Nacogdoches dry cleaners, hair and nail salons, car wash and quick lube services. We pay sales taxes on the goods and services we buy here in Nacogdoches. Selecting a local copier and printer vendor keeps our tax dollars here in Nacogdoches, where additional tax revenue is generated. Our payroll supports the local Nacogdoches economy. Many of our vendors are also located in Nacogdoches. Revenue we generate in our business goes to support a Nacogdoches-based CPA firm, a Nacogdoches-based insurance agency, two Nacogdoches-based automobile dealerships, and many more Nacogdoches-based businesses. We purchase as many good and services as possible with local Nacogdoches businesses as possible, to benefit our local Nacogdoches economy. By supporting a local Nacogdoches Copier and Printer vendor and partnering with XETX Business Solutions, we will in turn be better enabled to continue working to keep our local Nacogdoches economy strong.

XETX Business Solutions has been sole copier vendor for Nacogdoches ISD, Nacogdoches Memorial Hospital, and the City of Lufkin for many years. We are also the primary copier provider for Stephen F. Austin State University. We retain these important long-term business relationships by taking care of our customers. We provide the best technology in the industry, supported by the best IT Solutions Analysts and the best Technical Support Representatives in the industry. And we treat each customer like we want to be treated. We are friends with many of our customers. We attend church with them, belong to the same community service organizations, and do life with them. We can only do that by taking care of our customers in the same way we want to be treated.

IX. CERTIFICATION AND ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the proposer, hereby certifies:

(X) The Proposer is in receipt of 0 addenda.

(X) The Proposer is familiar with all instructions, terms and conditions, and specifications stated in this RFP, including the following:

(X) The Proposer has reviewed the City's Services Contract released with this RFP (Attachment D), which Agreement will form the basis of any contract for the performance of the work. **Any request for modifications are included in the proposal by way of response included in TAB E.**

(X) The Proposer is qualified to perform the work and services outlined in this RFP.

(X) The proposal has been arrived at independently and submitted without collusion with any other Proposer, City staff or City contractor, and the contents of the proposal have not been communicated by the Proposer or, to the Proposer's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Proposer, and will not be communicated to any person prior to the City's final action on this RFP by City Council. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a proposal for the work.

(X) The offers, terms and conditions of the proposal will remain valid and effective and may be relied upon by the City for a period of ninety (90) days following the Proposal Closing Date and Time as identified in this RFP or addenda.

(X) The Proposer certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement subject to § 2270.002 Texas Government Code.

Signed By:  Title: President

Typed Name: Scott Waller Company Name: Xerographix East Texas, Inc. dba XETX Business Solutions

Phone No.: (936) 569-1992 Fax No.: (936) 569-1992

Email: Scott@xetx.com

Bid Address: 424 North St. Nacogdoches, TX 75961

P.O. Box or Street City State Zip

Order Address: 424 North St. Nacogdoches, TX 75961

P.O. Box or Street City State Zip

Remit Address: Xerox Corporation

Federal Tax ID No.: 83-034-0010

DUNS No.: 137376880

Date: June 29, 2021



Xerox AltaLink C8100 Family



Total width: 54 in (1,395 mm) **Total height:** 44 in (1,130 mm) **Total depth:** 28 in (723 mm)

Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

Xerox AltaLink C8155 (Tandem Tray)

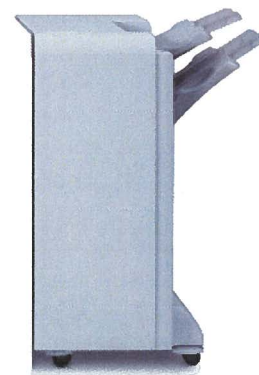
The Xerox AltaLink C8155 is designed with a powerful mix of features, accessories and finishing that help you get more work done in any location, at medium to high volumes and at a speed of 55 ppm color and black and white.

- Prints up to 1200 x 2400 dpi.
- Single Pass Duplex Automatic Document Feeder: 130 sheets, speeds of up to 141 ipm (duplex); Sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3.
- Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in./89 x 98 mm to 320 x 1,320 mm (SEF)
- Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in./140 x 182 mm to 297 x 432 mm (SEF)
- Tray 2: 520 sheets; Custom sizes: 5.5 x 7.5 in. to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF)
- High Capacity Tandem Tray: Up to 2,000 sheets; Sizes: 8.5 x 11 in./A4
- Total Paper Capacity 3140 sheets.
- Adobe® PostScript® 3™, Adobe PDF version 1.7, PCL® 6
- 250 sheet Dual Offset Catch Tray and 100 sheet Face up Tray.
- Equipped with the Smart Proximity Sensor which wakes up the device when a user approaches, saving precious time and saving energy when idle.



Business Ready (BR) Finisher

3,000 sheet stacker and 500 sheet top tray. 50 sheet multi-position stapling; front, rear, dual, four-position. 2/3 hole punch (US), 2/4 hole punch (Europe). Optional C/Z folder.



Horizontal Transport Kit

Interface linking the MFP with the chosen finisher to ensure smooth paper transport.



1 Line Walk up Fax

Walkup fax functionality with 1 line connection. Includes LAN Fax and Fax Forward to Email. LAN Fax is faxing from a PC that is built inside the Xerox driver. It's just another job type—like normal print or secure print, within our integrated print driver. Fax forward to email allows the device to automatically route faxes to an email inbox, saving paper and streamlining workflows. It's also more secure, as unattended faxes are not left in the output tray. Internet Fax and Server Fax enablement are included as standard through the controller.

1-Touch App

The 1-Touch App feature allows users to automate complex, multi-step workflows, save time and reduce errors. Once created, the app will appear on the home screen and behave similarly to native device apps and functions. 1-Touch Apps can be shown for all users, or just the individual creator as Personalized 1-Touch App.

Adaptive Learning

Ease automation with Adaptive Learning. AltaLink learns usage patterns, builds and suggests 1-Touch App shortcuts to automate frequently used, complex, multi-step tasks. No programming required – just let AltaLink's machine learning take the guess work out of automation.

Fleet Orchestrator

With Fleet Orchestrator, system administrators can easily deploy software upgrades, apply configuration clones and share files through secure peer-to-peer connections between AltaLink devices.

Global Print Driver

The Global Print Driver is a single universally compatible driver that works with most printers. It provides one driver to qualify, manage and deploy for the device fleet. Forward compatibility eliminates the need to install a new driver package to support future Xerox products. This gives IT and support staff tremendous productivity and time savings when adding new devices to the network.

Print Around

Print Around allows jobs to be held in the queue, if required resources (such as media type, colour or size) are unavailable and permits other jobs in the queue behind the print job to continue. Users can select any available media from any tray at the UI to print their job. If a different media size is selected from that originally selected, the image will be scaled to fit with no image loss.

Pull Print Driver

Makes it easy for IT managers to qualify, deploy and manage all print devices using a single driver in a Pull Print environment. Uses a single queue and single driver. The Xerox® Pull Print Driver extends convenience across a broad range of printing assets. IT administrators no longer need to manage and configure multiple drivers. Used in conjunction with Equitrac Office®, Ysoft® SafeQ®, Pharos® and others.

Scan To App

Users can scan a single job and choose multiple destinations such as email, USB, network, SMB share (Windows network locations), and cloud repositories (OneDrive, Google Drive, Dropbox). This feature can also be used for scanning-based solutions, which expands their usability. This capability is available from the Scan To App on the home screen.

Searchable PDF

Hardcopies can be scanned in at the device and saved as searchable PDF files. This means that when you store a document locally, it's text-searchable, rather than being just a scanned image. This is exceptionally helpful, when you're looking for documents later on. For example, if you've scanned in recent receipts for business travel, and you need to find a specific piece of information, you can search for it, without opening every receipt to view.

Touchscreen User Interface

A color touchscreen, available in multiple sizes (VersaLink and AltaLink devices). The user interface that sets a higher standard for customisation, ease of use and versatility. The interface provides a "mobile" experience—with support for gestural input and task-focused apps that share a common look and feel—fewer steps are needed to complete even the most complex jobs.

Unified Address Book

The Unified Address Book integrates the scan, email and fax address books together, simplifying contact management at the device. The Favorites button adds the ability to quickly select frequently used contacts. Workflows aren't interrupted: Contacts can be added on the fly by users, without needing to go back to a client-based applications to add in information.

User Interface Customization

Customize the user interface at the device to show/hide apps, re-order them to place those most frequently used at the top of the screen, and even show/hide features or re-order them within apps (e.g. Copy) to maximize productivity for commonly used features.

@PrintbyXerox

The @PrintByXerox app enables easy, secure printing follow-you-printing capability that comes with any ConnectKey technology-enabled printer. Submit an email to Print@PrintByXerox.com with any attachments that you wish to print. New users will receive an email confirmation containing a password. Use your password at any Xerox device running the @PrintByXerox app to release your job(s).

Apple AirPrint

AirPrint capability means users can walk up to any ConnectKey-enabled MFP and print any document, without the need for drivers or document re-purposing tools. Discovery on the network, wired or wireless, is done with Apple Bonjour protocol so any device is easy to find, and once selected, you just press print. AirPrint users can be tracked via accounting. Includes advanced security with TLS version 1.2.

Mopria (r)Print Service Plug-in for Android

ConnectKey enabled MFP's are Mopria certified. Mopria certification ensures you can print wirelessly from your Mopria supported (Android) smart phone, tablet and other mobile devices instantly and easily.

NFC

Near Field Communication (NFC) provides the user the ability to map a mobile device to the new Xerox Altalink 80XX Multi-Function Printer by holding your mobile device over the NFC icon on the user interface panel.

Xerox® Print Service Plug-in for Android™

The Xerox Print Service Plug-in provides a free solution for demanding Android users who want to get automatic printer device discovery, robust print options and finishing—even PIN code secure print release--All inside a native Android OS "inApp" printing experience.

Configuration Watchdog

System administrators can configure up to 37 security features, monitor them, and automatically reset them if they are changed by a user. Email alerts are generated in case remediation is unsuccessful, and all events are captured in the audit log.

Encrypted Secure Print

Secure Print jobs are held at the MFP until the document owner releases them by entering their unique PIN through the device's front panel user interface. You have the option to enable document encryption (256-Bit) when submitting Secure Print jobs. This ensures that a document's intended recipient is physically present when printing sensitive information, and can immediately remove the output from the printer or MFP before exposing it to other device users. Secure Print jobs can be set to be automatically deleted from the print queue if they have not been released after a designated amount of time

Encrypted Workflows

Xerox Print Drivers support document 256-Bit encryption when submitting Secure Print jobs to ConnectKey Technology-enabled MFP's. Users also have the option to encrypt PDF files (256-Bit) with a password when using the Scan to Email service. The PDF can be create as an encrypted PDF file and protected with a password.

McAfee Embedded Control – Enhanced Security

AltaLink MFPs include Security powered by McAfee Embedded Control, resulting in the industry's first lineup of multifunction printers that protect themselves from potential outside threats. McAfee's whitelisting technology detects unauthorized attempts to read, write or add to protected files and directories and sends alerts if they occur. Also, seamless integration with Embedded Web Server, the Xerox MPS toolset and McAfee ePolicy Orchestrator (ePO) allows for monitoring from the preferred console.

Security Information and Event Management (SIEM) Support

Gain insights into security alerts through integration with industry's leading Security Information and Event Management (SIEM) tools such as McAfee ESM, LogRhythm and Splunk.

Trusted Boot

Trusted Boot ensures the trustworthiness of the AltaLink's embedded computing system by protecting the boot up process from malicious actions

Trusted Platform Module (TPM)

Trusted Platform Module (TPM) chip stores encryption keys and prevents cybercriminals from tampering with the printer

Application Defaults

Application defaults allows application specific printing controls, this reduces the need to repeatedly set print options by users and saves time by reducing print errors. As an example, for Excel you could set the application defaults to always print 2-sided, but allow colour to be used. For Outlook application defaults you could enforce that all output is black and white, and 2-sided.

Configuration Cloning (Centerware)

CentreWare Web setup and basic installation wizards make it easy to manage configurations centrally. You can automatically configure firmware upgrades to be run on specific groups of devices, during low network traffic hours and receive confirmations once upgrades are configured.

Earth Smart Print Settings

Environmentally friendly default settings are applied, such as duplex printing and disabling banner pages and printing user ID's in the margins of jobs instead, saving resources and controlling cost.

Embedded Web Server

Gives you a browser window on virtually all of your AltaLink devices across the enterprise. From here you can manage installations, configuration settings, run reporting and diagnostics – even perform break/fix actions. Best of all, it is a free and runs from any internet browser using HTML5.

Print User ID on Margins

Print ID in Margins allows for First Page Only to print the job identification on the first page of the document in the top-left margin. This can save on printing banner pages.

Remote Control Panel

ConnectKey's Remote Control Panel allows authorized users to view and control the device interface screen from their desktop. This enables IT to remedy issues and faults without needing to be at the device. This improves productivity around maintenance and training. Users can remotely view and operate the MFP's interface as if they were standing next to it. So now they no longer need to physically move to the device in order to access its features, saving both time and energy.

Seamless Integration with Managed Services Tool

Built on Xerox® ConnectKey® Technology AltaLink is designed to enable the highest level of services delivery by seamlessly integrating with tools such as the Cloud-enabled remote services, security monitoring and auto-remediation, data, document and content management services

User Permissions

User Permissions give IT and support staff the ability to restrict access to device features- both print and walk up services. Print can be restricted by user, group, time of day and application. Features that can be controlled include usage of color, trays, specific job types and 2 sided printing. You can also enforce two sided printing. Walk up services can be limited to control use of copy, pathways, and tools.

Xerox Standard Accounting

Xerox Standard Accounting (XSA) tracks the numbers of copy, print, fax and scan jobs that a user can perform. Administrators can print a report which contains all XSA data. Administrator can manage the feature via the Web User Interface or device control panel in tools. Administrator has the ability to import or export user accounts, Group Accounts, General Accounts and User limits via a CSV file. Xerox Standard Accounting is a great way to implement cost control at the device level, without the investment in third party software for network level accounting capabilities.

Xerox App Gallery

ConnectKey-enabled MFP's can be customized by downloading Apps from the Xerox App Gallery, including Print from/Scan to: Google Drive®, Microsoft® OneDrive®, DropBox™, Microsoft Office 365, Box, Xerox® DocuShare® and MobileLink, Translate and Print and many more. Visit www.xerox.com/appgallery for a growing selection of apps.

Once you have used the Product Explorer to configure your product, this QR code will allow you, or a sales person, to easily retrieve your configured product details.

How to use your QR Code

1. Open the QR Code reader on your phone, or download a QR code scanning app from your device's app store.
2. Hold your smartphone over the QR Code so that you can clearly see the image within your screen.
3. Your smartphone reads the code and navigates to the intended destination.



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Xerox AltaLink C8100 Family



Total width: 54 in (1,395 mm) **Total height:** 44 in (1,130 mm) **Total depth:** 28 in (723 mm)

Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

Xerox AltaLink C8145 (Tandem Tray)

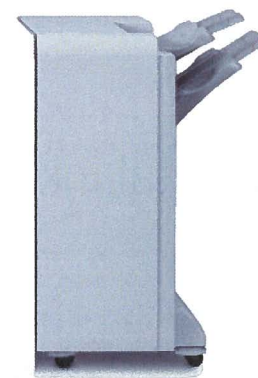
The Xerox AltaLink C8145 is designed with a powerful mix of features, accessories and finishing that help you get more work done in any location, at medium to high volumes and at a speed of 45 ppm color and black and white.

- Prints up to 1200 x 2400 dpi.
- Single Pass Duplex Automatic Document Feeder: 130 sheets, speeds of up to 141 ipm (duplex); Sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3.
- Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in./89 x 98 mm to 320 x 1,320 mm (SEF)
- Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in./140 x 182 mm to 297 x 432 mm (SEF)
- Tray 2: 520 sheets; Custom sizes: 5.5 x 7.5 in. to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF)
- High Capacity Tandem Tray: Up to 2,000 sheets; Sizes: 8.5 x 11 in./A4
- Total Paper Capacity 3140 sheets.
- Adobe® PostScript® 3™, Adobe PDF version 1.7, PCL® 6
- 250 sheet Dual Offset Catch Tray and 100 sheet Face up Tray.
- Equipped with the Smart Proximity Sensor which wakes up the device when a user approaches, saving precious time and saving energy when idle.



Business Ready (BR) Finisher

3,000 sheet stacker and 500 sheet top tray. 50 sheet multi-position stapling; front, rear, dual, four-position. 2/3 hole punch (US), 2/4 hole punch (Europe). Optional C/Z folder.



Horizontal Transport Kit

Interface linking the MFP with the chosen finisher to ensure smooth paper transport.



1 Line Walk up Fax

Walkup fax functionality with 1 line connection. Includes LAN Fax and Fax Forward to Email. LAN Fax is faxing from a PC that is built inside the Xerox driver. It's just another job type—like normal print or secure print, within our integrated print driver. Fax forward to email allows the device to automatically route faxes to an email inbox, saving paper and streamlining workflows. It's also more secure, as unattended faxes are not left in the output tray. Internet Fax and Server Fax enablement are included as standard through the controller.

1-Touch App

The 1-Touch App feature allows users to automate complex, multi-step workflows, save time and reduce errors. Once created, the app will appear on the home screen and behave similarly to native device apps and functions. 1-Touch Apps can be shown for all users, or just the individual creator as Personalized 1-Touch App.

Adaptive Learning

Ease automation with Adaptive Learning. AltaLink learns usage patterns, builds and suggests 1-Touch App shortcuts to automate frequently used, complex, multi-step tasks. No programming required – just let AltaLink's machine learning take the guess work out of automation.

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Print Around

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Pull Print Driver

Makes it easy for IT managers to qualify, deploy and manage all print devices using a single driver in a Pull Print environment. Uses a single queue and single driver. The Xerox® Pull Print Driver extends convenience across a broad range of printing assets. IT administrators no longer need to manage and configure multiple drivers. Used in conjunction with Equitrac Office®, Ysoft® SafeQ®, Pharos® and others.

Scan To App

Users can scan a single job and choose multiple destinations such as email, USB, network, SMB share (Windows network locations), and cloud repositories (OneDrive, Google Drive, Dropbox). This feature can also be used for scanning-based solutions, which expands their usability. This capability is available from the Scan To App on the home screen.

Searchable PDF

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User Interface Customization

Customize the user interface at the device to show/hide apps, re-order them to place those most frequently used at the top of the screen, and even show/hide features or re-order them within apps (e.g. Copy) to maximize productivity for commonly used features.

@PrintbyXerox

The @PrintByXerox app enables easy, secure printing follow-you-printing capability that comes with any ConnectKey technology-enabled printer. Submit an email to Print@PrintByXerox.com with any attachments that you wish to print. New users will receive an email confirmation containing a password. Use your password at any Xerox device running the @PrintByXerox app to release your job(s).

Apple AirPrint

AirPrint capability means users can walk up to any ConnectKey-enabled MFP and print any document, without the need for drivers or document re-purposing tools. Discovery on the network, wired or wireless, is done with Apple Bonjour protocol so any device is easy to find, and once selected, you just press print. AirPrint users can be tracked via accounting. Includes advanced security with TLS version 1.2.

Mopria (r)Print Service Plug-in for Android

ConnectKey enabled MFP's are Mopria certified. Mopria certification ensures you can print wirelessly from your Mopria supported (Android) smart phone, tablet and other mobile devices instantly and easily.

NFC

Near Field Communication (NFC) provides the user the ability to map a mobile device to the new Xerox Altalink 80XX Multi-Function Printer by holding your mobile device over the NFC icon on the user interface panel.

Xerox® Print Service Plug-in for Android™

The Xerox Print Service Plug-in provides a free solution for demanding Android users who want to get automatic printer device discovery, robust print options and finishing—even PIN code secure print release--All inside a native Android OS "inApp" printing experience.

Configuration Watchdog

System administrators can configure up to 37 security features, monitor them, and automatically reset them if they are changed by a user. Email alerts are generated in case remediation is unsuccessful, and all events are captured in the audit log.

Encrypted Secure Print

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Trusted Boot

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Trusted Platform Module (TPM)

Trusted Platform Module (TPM) chip stores encryption keys and prevents cybercriminals from tampering with the printer

Application Defaults

Application defaults allows application specific printing controls, this reduces the need to repeatedly set print options by users and saves time by reducing print errors. As an example, for Excel you could set the application defaults to always print 2-sided, but allow colour to be used. For Outlook application defaults you could enforce that all output is black and white, and 2-sided.

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Embedded Web Server

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Print User ID on Margins

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User Permissions

User Permissions give IT and support staff the ability to restrict access to device features- both print and walk up services. Print can be restricted by user, group, time of day and application. Features that can be controlled include usage of color, trays, specific job types and 2 sided printing. You can also enforce two sided printing. Walk up services can be limited to control use of copy, pathways, and tools.

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Xerox App Gallery

ConnectKey-enabled MFP's can be customized by downloading Apps from the Xerox App Gallery, including Print from/Scan to: Google Drive®, Microsoft® OneDrive®, DropBox™, Microsoft Office 365, Box, Xerox® DocuShare® and MobileLink, Translate and Print and many more. Visit www.xerox.com/appgallery for a growing selection of apps.

Once you have used the Product Explorer to configure your product, this QR code will allow you, or a sales person, to easily retrieve your configured product details.

How to use your QR Code

1. Open the QR Code reader on your phone, or download a QR code scanning app from your device's app store.
2. Hold your smartphone over the QR Code so that you can clearly see the image within your screen.
3. Your smartphone reads the code and navigates to the intended destination.



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Xerox AltaLink C8100 Family



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Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

Xerox AltaLink C8135 (Tandem Tray)

The Xerox AltaLink C8135 is designed with a powerful mix of features, accessories and finishing that help you get more work done in any location, at medium to high volumes and at a speed of 35 ppm color and black and white.

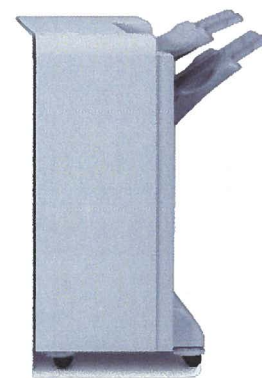
- Prints up to 1200 x 2400 dpi.
- Single Pass Duplex Automatic Document Feeder: 130 sheets, speeds of up to 141 ipm (duplex); Sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3.
- Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in./89 x 98 mm to 320 x 1,320 mm (SEF)
- Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in./140 x 182 mm to 297 x 432 mm (SEF)
- Tray 2: 520 sheets; Custom sizes: 5.5 x 7.5 in. to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF)
- High Capacity Tandem Tray: Up to 2,000 sheets; Sizes: 8.5 x 11 in./A4
- Total Paper Capacity 3140 sheets.
- Adobe® PostScript® 3™, Adobe PDF version 1.7, PCL® 6
- 250 sheet Dual Offset Catch Tray and 100 sheet Face up Tray.
- Equipped with the Smart Proximity Sensor which wakes up the device when a user approaches, saving precious time and saving energy when idle.





Business Ready (BR) Finisher

3,000 sheet stacker and 500 sheet top tray. 50 sheet multi-position stapling; front, rear, dual, four-position. 2/3 hole punch (US), 2/4 hole punch (Europe). Optional C/Z folder.



Horizontal Transport Kit

Interface linking the MFP with the chosen finisher to ensure smooth paper transport.



1 Line Walk up Fax

Walkup fax functionality with 1 line connection. Includes LAN Fax and Fax Forward to Email. LAN Fax is faxing from a PC that is built inside the Xerox driver. It's just another job type—like normal print or secure print, within our integrated print driver. Fax forward to email allows the device to automatically route faxes to an email inbox, saving paper and streamlining workflows. It's also more secure, as unattended faxes are not left in the output tray. Internet Fax and Server Fax enablement are included as standard through the controller.

1-Touch App

The 1-Touch App feature allows users to automate complex, multi-step workflows, save time and reduce errors. Once created, the app will appear on the home screen and behave similarly to native device apps and functions. 1-Touch Apps can be shown for all users, or just the individual creator as Personalized 1-Touch App.

Adaptive Learning

Ease automation with Adaptive Learning. AltaLink learns usage patterns, builds and suggests 1-Touch App shortcuts to automate frequently used, complex, multi-step tasks. No programming required – just let AltaLink's machine learning take the guess work out of automation.

Fleet Orchestrator

With Fleet Orchestrator, system administrators can easily deploy software upgrades, apply configuration clones and share files through secure peer-to-peer connections between AltaLink devices.

Global Print Driver

The Global Print Driver is a single universally compatible driver that works with most printers. It provides one driver to qualify, manage and deploy for the device fleet. Forward compatibility eliminates the need to install a new driver package to support future Xerox products. This gives IT and support staff tremendous productivity and time savings when adding new devices to the network.

Print Around

Print Around allows jobs to be held in the queue, if required resources (such as media type, colour or size) are unavailable and permits other jobs in the queue behind the print job to continue. Users can select any available media from any tray at the UI to print their job. If a different media size is selected from that originally selected, the image will be scaled to fit with no image loss.

Pull Print Driver

Makes it easy for IT managers to qualify, deploy and manage all print devices using a single driver in a Pull Print environment. Uses a single queue and single driver. The Xerox® Pull Print Driver extends convenience across a broad range of printing assets. IT administrators no longer need to manage and configure multiple drivers. Used in conjunction with Equitrac Office®, Ysoft® SafeQ®, Pharos® and others.

Scan To App

Users can scan a single job and choose multiple destinations such as email, USB, network, SMB share (Windows network locations), and cloud repositories (OneDrive, Google Drive, Dropbox). This feature can also be used for scanning-based solutions, which expands their usability. This capability is available from the Scan To App on the home screen.

Searchable PDF

Hardcopies can be scanned in at the device and saved as searchable PDF files. This means that when you store a document locally, it's text-searchable, rather than being just a scanned image. This is exceptionally helpful, when you're looking for documents later on. For example, if you've scanned in recent receipts for business travel, and you need to find a specific piece of information, you can search for it, without opening every receipt to view.

Touchscreen User Interface

A color touchscreen, available in multiple sizes (VersaLink and AltaLink devices). The user interface that sets a higher standard for customisation, ease of use and versatility. The interface provides a "mobile" experience—with support for gestural input and task-focused apps that share a common look and feel—fewer steps are needed to complete even the most complex jobs.

Unified Address Book

The Unified Address Book integrates the scan, email and fax address books together, simplifying contact management at the device. The Favorites button adds the ability to quickly select frequently used contacts. Workflows aren't interrupted: Contacts can be added on the fly by users, without needing to go back to a client-based applications to add in information.

User Interface Customization

Customize the user interface at the device to show/hide apps, re-order them to place those most frequently used at the top of the screen, and even show/hide features or re-order them within apps (e.g. Copy) to maximize productivity for commonly used features.

@PrintbyXerox

The @PrintByXerox app enables easy, secure printing follow-you-printing capability that comes with any ConnectKey technology-enabled printer. Submit an email to Print@PrintByXerox.com with any attachments that you wish to print. New users will receive an email confirmation containing a password. Use your password at any Xerox device running the @PrintByXerox app to release your job(s).

Apple AirPrint

AirPrint capability means users can walk up to any ConnectKey-enabled MFP and print any document, without the need for drivers or document re-purposing tools. Discovery on the network, wired or wireless, is done with Apple Bonjour protocol so any device is easy to find, and once selected, you just press print. AirPrint users can be tracked via accounting. Includes advanced security with TLS version 1.2.

Mopria (r)Print Service Plug-in for Android

ConnectKey enabled MFP's are Mopria certified. Mopria certification ensures you can print wirelessly from your Mopria supported (Android) smart phone, tablet and other mobile devices instantly and easily.

NFC

Near Field Communication (NFC) provides the user the ability to map a mobile device to the new Xerox Altalink 80XX Multi-Function Printer by holding your mobile device over the NFC icon on the user interface panel.

Xerox® Print Service Plug-in for Android™

The Xerox Print Service Plug-in provides a free solution for demanding Android users who want to get automatic printer device discovery, robust print options and finishing—even PIN code secure print release—All inside a native Android OS “inApp” printing experience.

Configuration Watchdog

System administrators can configure up to 37 security features, monitor them, and automatically reset them if they are changed by a user. Email alerts are generated in case remediation is unsuccessful, and all events are captured in the audit log.

Encrypted Secure Print

Secure Print jobs are held at the MFP until the document owner releases them by entering their unique PIN through the device's front panel user interface. You have the option to enable document encryption (256-Bit) when submitting Secure Print jobs. This ensures that a document's intended recipient is physically present when printing sensitive information, and can immediately remove the output from the printer or MFP before exposing it to other device users. Secure Print jobs can be set to be automatically deleted from the print queue if they have not been released after a designated amount of time

Encrypted Workflows

Xerox Print Drivers support document 256-Bit encryption when submitting Secure Print jobs to ConnectKey Technology-enabled MFP's. Users also have the option to encrypt PDF files (256-Bit) with a password when using the Scan to Email service. The PDF can be create as an encrypted PDF file and protected with a password.

McAfee Embedded Control – Enhanced Security

AltaLink MFPs include Security powered by McAfee Embedded Control, resulting in the industry's first lineup of multifunction printers that protect themselves from potential outside threats. McAfee's whitelisting technology detects unauthorized attempts to read, write or add to protected files and directories and sends alerts if they occur. Also, seamless integration with Embedded Web Server, the Xerox MPS toolset and McAfee ePolicy Orchestrator (ePO) allows for monitoring from the preferred console.

Security Information and Event Management (SIEM) Support

Gain insights into security alerts through integration with industry's leading Security Information and Event Management (SIEM) tools such as McAfee ESM, LogRhythm and Splunk.

Trusted Boot

Trusted Boot ensures the trustworthiness of the AltaLink's embedded computing system by protecting the boot up process from malicious actions

Trusted Platform Module (TPM)

Trusted Platform Module (TPM) chip stores encryption keys and prevents cybercriminals from tampering with the printer

Application Defaults

Application defaults allows application specific printing controls, this reduces the need to repeatedly set print options by users and saves time by reducing print errors. As an example, for Excel you could set the application defaults to always print 2-sided, but allow colour to be used. For Outlook application defaults you could enforce that all output is black and white, and 2-sided.

Configuration Cloning (Centerware)

CentreWare Web setup and basic installation wizards make it easy to manage configurations centrally. You can automatically configure firmware upgrades to be run on specific groups of devices, during low network traffic hours and receive confirmations once upgrades are configured.

Earth Smart Print Settings

Environmentally friendly default settings are applied , such as duplex printing and disabling banner pages and printing user ID's in the margins of jobs instead, saving resources and controlling cost.

Embedded Web Server

Gives you a browser window on virtually all of your AltaLink devices across the enterprise. From here you can manage installations, configuration settings, run reporting and diagnostics – even perform break/fix actions. Best of all, it is a free and runs from any internet browser using HTML5.

Print User ID on Margins

Print ID in Margins allows for First Page Only to print the job identification on the first page of the document in the top-left margin. This can save on printing banner pages.

Remote Control Panel

ConnectKey's Remote Control Panel allows authorized users to view and control the device interface screen from their desktop. This enables IT to remedy issues and faults without needing to be at the device. This improves productivity around maintenance and training. Users can remotely view and operate the MFP's interface as if they were standing next to it. So now they no longer need to physically move to the device in order to access its features, saving both time and energy.

Seamless Integration with Managed Services Tool

Built on Xerox® ConnectKey® Technology AltaLink is designed to enable the highest level of services delivery by seamlessly integrating with tools such as the Cloud-enabled remote services, security monitoring and auto-remediation, data, document and content management services

User Permissions

User Permissions give IT and support staff the ability to restrict access to device features- both print and walk up services. Print can be restricted by user, group, time of day and application. Features that can be controlled include usage of color, trays, specific job types and 2 sided printing. You can also enforce two sided printing. Walk up services can be limited to control use of copy, pathways, and tools.

Xerox Standard Accounting

Xerox Standard Accounting (XSA) tracks the numbers of copy, print, fax and scan jobs that a user can perform. Administrators can print a report which contains all XSA data. Administrator can manage the feature via the Web User Interface or device control panel in tools. Administrator has the ability to import or export user accounts, Group Accounts, General Accounts and User limits via a CSV file. Xerox Standard Accounting is a great way to implement cost control at the device level, without the investment in third party software for network level accounting capabilities.

Xerox App Gallery

ConnectKey-enabled MFP's can be customized by downloading Apps from the Xerox App Gallery, including Print from/Scan to: Google Drive®, Microsoft® OneDrive®, DropBox™, Microsoft Office 365, Box, Xerox® DocuShare® and MobileLink, Translate and Print and many more. Visit www.xerox.com/appgallery for a growing selection of apps.

Once you have used the Product Explorer to configure your product, this QR code will allow you, or a sales person, to easily retrieve your configured product details.

How to use your QR Code

1. Open the QR Code reader on your phone, or download a QR code scanning app from your device's app store.
2. Hold your smartphone over the QR Code so that you can clearly see the image within your screen.
3. Your smartphone reads the code and navigates to the intended destination.



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Xerox AltaLink B8100 Family



Total width: 54 in (1,395 mm) **Total height:** 44 in (1,130 mm) **Total depth:** 28 in (723 mm)

Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

Xerox AltaLink B8145 (Tandem Tray)

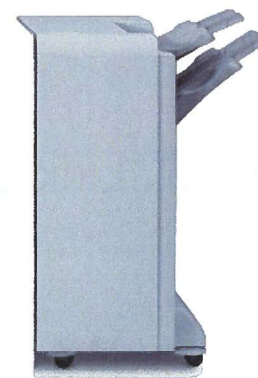
The Xerox AltaLink B8145 is designed with a powerful mix of features, accessories and finishing that help you get more work done in any location, at medium to high volumes and at a speed of 45 ppm black and white.

- Prints up to 1200 x 2400 dpi.
- Single Pass Duplex Automatic Document Feeder: 130 sheets, speeds of up to 141 ipm (duplex); Sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3.
- Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in./89 x 98 mm to 320 x 1,320 mm (SEF)
- Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in./140 x 182 mm to 297 x 432 mm (SEF)
- Tray 2: 520 sheets; Custom sizes: 5.5 x 7.5 in. to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF)
- High Capacity Tandem Tray: Up to 2,000 sheets; Sizes: 8.5 x 11 in./A4
- Total Paper Capacity 3,140 sheets.
- Adobe® PostScript® 3™, Adobe PDF version 1.7, PCL® 6
- 250 sheet Dual Offset Catch Tray and 100 sheet Face up Tray.
- Equipped with the Smart Proximity Sensor which wakes up the device when a user approaches, saving precious time and saving energy when idle.



Business Ready (BR) Finisher

3,000 sheet stacker and 500 sheet top tray. 50 sheet multi-position stapling; front, rear, dual, four-position. 2/3 hole punch (US), 2/4 hole punch (Europe). Optional C/Z folder.



Horizontal Transport Kit

Interface linking the MFP with the chosen finisher to ensure smooth paper transport.



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Print Around

Print Around allows jobs to be held in the queue, if required resources (such as media type, colour or size) are unavailable and permits other jobs in the queue behind the print job to continue. Users can select any available media from any tray at the UI to print their job. If a different media size is selected from that originally selected, the image will be scaled to fit with no image loss.

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Makes it easy for IT managers to qualify, deploy and manage all print devices using a single driver in a Pull Print environment. Uses a single queue and single driver. The Xerox® Pull Print Driver extends convenience across a broad range of printing assets. IT administrators no longer need to manage and configure multiple drivers. Used in conjunction with Equitrac Office®, Ysoft® SafeQ®, Pharos® and others.

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User Interface Customization

Customize the user interface at the device to show/hide apps, re-order them to place those most frequently used at the top of the screen, and even show/hide features or re-order them within apps (e.g. Copy) to maximize productivity for commonly used features.

@PrintbyXerox

The @PrintByXerox app enables easy, secure printing follow-you-printing capability that comes with any ConnectKey technology-enabled printer. Submit an email to Print@PrintByXerox.com with any attachments that you wish to print. New users will receive an email confirmation containing a password. Use your password at any Xerox device running the @PrintByXerox app to release your job(s).

Apple AirPrint

AirPrint capability means users can walk up to any ConnectKey-enabled MFP and print any document, without the need for drivers or document re-purposing tools. Discovery on the network, wired or wireless, is done with Apple Bonjour protocol so any device is easy to find, and once selected, you just press print. AirPrint users can be tracked via accounting. Includes advanced security with TLS version 1.2.

Mopria (r)Print Service Plug-in for Android

ConnectKey enabled MFP's are Mopria certified. Mopria certification ensures you can print wirelessly from your Mopria supported (Android) smart phone, tablet and other mobile devices instantly and easily.

NFC

Near Field Communication (NFC) provides the user the ability to map a mobile device to the new Xerox Altalink 80XX Multi-Function Printer by holding your mobile device over the NFC icon on the user interface panel.

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Encrypted Workflows

Xerox Print Drivers support document 256-Bit encryption when submitting Secure Print jobs to ConnectKey Technology-enabled MFP's. Users also have the option to encrypt PDF files (256-Bit) with a password when using the Scan to Email service. The PDF can be create as an encrypted PDF file and protected with a password.

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Trusted Boot

Trusted Boot ensures the trustworthiness of the AltaLink's embedded computing system by protecting the boot up process from malicious actions

Trusted Platform Module (TPM)

Trusted Platform Module (TPM) chip stores encryption keys and prevents cybercriminals from tampering with the printer

Application Defaults

Application defaults allows application specific printing controls, this reduces the need to repeatedly set print options by users and saves time by reducing print errors. As an example, for Excel you could set the application defaults to always print 2-sided, but allow colour to be used. For Outlook application defaults you could enforce that all output is black and white, and 2-sided.

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Earth Smart Print Settings

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Embedded Web Server

Gives you a browser window on virtually all of your AltaLink devices across the enterprise. From here you can manage installations, configuration settings, run reporting and diagnostics – even perform break/fix actions. Best of all, it is a free and runs from any internet browser using HTML5.

Print User ID on Margins

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Remote Control Panel

ConnectKey's Remote Control Panel allows authorized users to view and control the device interface screen from their desktop. This enables IT to remedy issues and faults without needing to be at the device. This improves productivity around maintenance and training. Users can remotely view and operate the MFP's interface as if they were standing next to it. So now they no longer need to physically move to the device in order to access its features, saving both time and energy.

Seamless Integration with Managed Services Tool

Built on Xerox® ConnectKey® Technology AltaLink is designed to enable the highest level of services delivery by seamlessly integrating with tools such as the Cloud-enabled remote services, security monitoring and auto-remediation, data, document and content management services

User Permissions

User Permissions give IT and support staff the ability to restrict access to device features- both print and walk up services. Print can be restricted by user, group, time of day and application. Features that can be controlled include usage of color, trays, specific job types and 2 sided printing. You can also enforce two sided printing. Walk up services can be limited to control use of copy, pathways, and tools.

Xerox Standard Accounting

Xerox Standard Accounting (XSA) tracks the numbers of copy, print, fax and scan jobs that a user can perform. Administrators can print a report which contains all XSA data. Administrator can manage the feature via the Web User Interface or device control panel in tools. Administrator has the ability to import or export user accounts, Group Accounts, General Accounts and User limits via a CSV file. Xerox Standard Accounting is a great way to implement cost control at the device level, without the investment in third party software for network level accounting capabilities.

Xerox App Gallery

ConnectKey-enabled MFP's can be customized by downloading Apps from the Xerox App Gallery, including Print from/Scan to: Google Drive®, Microsoft® OneDrive®, DropBox™, Microsoft Office 365, Box, Xerox® DocuShare® and MobileLink, Translate and Print and many more. Visit www.xerox.com/appgallery for a growing selection of apps.

Once you have used the Product Explorer to configure your product, this QR code will allow you, or a sales person, to easily retrieve your configured product details.

How to use your QR Code

1. Open the QR Code reader on your phone, or download a QR code scanning app from your device's app store.
2. Hold your smartphone over the QR Code so that you can clearly see the image within your screen.
3. Your smartphone reads the code and navigates to the intended destination.



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Xerox® VersaLink® C400 Family



Total width: 17 in (432 mm) **Total height:** 23 in (599 mm) **Total depth:** 21 in (540 mm)

Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

VersaLink C405

Xerox® VersaLink® C405 Color Multifunction Printer, Print/Copy/Scan/Email, Letter/Legal, Up To 36ppm (35ppm A4), 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 50-Sheet DADF (single-Pass Duplex)



Once you have used the Product Explorer to configure your product, this QR code will allow you, or a sales person, to easily retrieve your configured product details.

How to use your QR Code

1. Open the QR Code reader on your phone, or download a QR code scanning app from your device's app store.
2. Hold your smartphone over the QR Code so that you can clearly see the image within your screen.
3. Your smartphone reads the code and navigates to the intended destination.



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Xerox® VersaLink® B400 Family



Total width: 19 in (495 mm) **Total height:** 21 in (551 mm) **Total depth:** 19 in (495 mm)

Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

VersaLink B405

Xerox® VersaLink® B405 Multifunction Printer, Print/Copy/Scan/Email, Letter/Legal, Up To 47ppm (45ppm A4), 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 60-Sheet DADF



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How to use your QR Code

1. Open the QR Code reader on your phone, or download a QR code scanning app from your device's app store.
2. Hold your smartphone over the QR Code so that you can clearly see the image within your screen.
3. Your smartphone reads the code and navigates to the intended destination.



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Lease Agreement



Customer: NACOGDOCHES, CITY OF

BillTo: CITY OF NACOGDOCHES
ACCOUNTS PAYABLE

202 E PILAR ST
NACOGDOCHES, TX 75961-5508

Install: CITY OF NACOGDOCHES
POLICE DEPARTMENT

312 W MAIN ST
NACOGDOCHES, TX 75961-4812

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 312 W Msin	8/18/2021
2. C8145H2 (XEROX C8145H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 312 W. Main PD admin	6/7/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$158.66	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 15 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Zachary Smith (936)569-1992 For information on your Xerox Account, go to www.xerox.com/AccountManagement
Signer: Mario Canizares	Phone: (936)559-2501	
Signature: _____	Date: _____	

Monthly Pricing (Cont'd)

Item	Lease	Print Charges			Maintenance Plan Features
	Minimum Payment	Meter	Volume Band	Per Print Rate	
2. C8145H2	\$158.66	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$317.32	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
 ACCOUNTS PAYABLE
 202 E PILAR ST
 NACOGDOCHES, TX 75961-5508
 State or Local Government Negotiated Contract : 072816900

Install: CITY OF NACOGDOCHES
 CITY HALL
 202 E PILAR ST FL 1
 NACOGDOCHES, TX 75961-5508

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 202 E Pilar 1st flr	6/7/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$158.66	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$158.66	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
ACCOUNTS PAYABLE
202 E PILAR ST
NACOGDOCHES, TX 75961-5508

Install: CITY OF NACOGDOCHES
RECREATION CENTER
1112 NORTH ST
NACOGDOCHES, TX 75961-4482

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 1112 N. St rec/lib	6/7/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$158.66	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$158.66	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
ACCOUNTS PAYABLE
202 E PILAR ST
NACOGDOCHES, TX 75961-5508

Install: CITY OF NACOGDOCHES
CITY HALL
HR RM 110
202 E PILAR ST
NACOGDOCHES, TX 75961-5508

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 202 E Pilar HR 110	6/7/2021

Monthly Pricing

Item	Lease	Print Charges			Maintenance Plan Features
	Minimum Payment	Meter	Volume Band	Per Print Rate	
1. C8145H2	\$158.66	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$158.66	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
ACCOUNTS PAYABLE
202 E PILAR ST
NACOGDOCHES, TX 75961-5508

Install: CITY OF NACOGDOCHES
MUNICIPAL COURT
217 W HOSPITAL ST
NACOGDOCHES, TX 75961-4874

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Requested Install Date
1.	C8145H2 (XEROX C8145H2) - Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 217 W Hospital st ct	6/7/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$158.66	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$158.66	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
 ACCOUNTS PAYABLE
 202 E PILAR ST
 NACOGDOCHES, TX 75961-5508
 State or Local Government Negotiated Contract : 072816900

Install: CITY OF NACOGDOCHES
 CITY HALL
 202 E PILAR ST FL 2
 NACOGDOCHES, TX 75961-5508

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 202 E Pilar 2nd flr	6/7/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$158.66	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$158.66	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
 ACCOUNTS PAYABLE
 202 E PILAR ST
 NACOGDOCHES, TX 75961-5508
 State or Local Government Negotiated Contract : 072816900

Install: CITY OF NACOGDOCHES
 CITY HALL
 202 E PILAR ST FL 3
 NACOGDOCHES, TX 75961-5508

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8155H2 (XEROX C8155H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 202 E pilar st 3 flr	6/7/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8155H2	\$170.97	1: Black and White Impressions	1 - 20,000 20,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$170.97	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
ACCOUNTS PAYABLE
202 E PILAR ST
NACOGDOCHES, TX 75961-5508

Install: CITY OF NACOGDOCHES
UTILITY MAINT
WAREHOUSE
921 POWERS ST
NACOGDOCHES, TX 75964

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C405DN (XEROX C405DN)	- Carrier Deliv/instal - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 921 Powers St	6/7/2021

Monthly Pricing

Item	Lease	Print Charges			Maintenance Plan Features
	Minimum Payment	Meter	Volume Band	Per Print Rate	
1. C405DN	\$53.20	1: Black and White Impressions	1 - 2,500 2,501+	Included \$0.0149	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0889	
Total	\$53.20	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
 ACCOUNTS PAYABLE
 202 E PILAR ST
 NACOGDOCHES, TX 75961-5508
 State or Local Government Negotiated Contract : 072816900

Install: CITY OF NACOGDOCHES
 FIRE DEPARTMENT
 214 E PILAR ST
 NACOGDOCHES, TX 75961-5508

Solution

Item	Product Description	Agreement Information	Requested Install Date
1.	C8145H2 (XEROX C8145H2) - Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 214 E Pilar st fd	6/7/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$158.66	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$158.66	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
ACCOUNTS PAYABLE
202 E PILAR ST
NACOGDOCHES, TX 75961-5508

Install: CITY OF NACOGDOCHES
PUBLIC WORKS
3812 NW STALLINGS DR
NACOGDOCHES, TX 75964-1412

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - NW stlgs dr PW	6/7/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$158.66	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$158.66	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
ACCOUNTS PAYABLE
202 E PILAR ST
NACOGDOCHES, TX 75961-5508

Install: CITY OF NACOGDOCHES
WATER TREATMENT
PLANT
2996 FM 1275
NACOGDOCHES, TX 75961-0250

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8135H2 (XEROX C8135H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 2996 FM 1275	6/7/2021

Monthly Pricing

Item	Lease	Print Charges			Maintenance Plan Features
	Minimum Payment	Meter	Volume Band	Per Print Rate	
1. C8135H2	\$142.36	1: Black and White Impressions	1 - 5,000 5,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$142.36	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
 ACCOUNTS PAYABLE
 202 E PILAR ST
 NACOGDOCHES, TX 75961-5508
 State or Local Government Negotiated Contract : 072816900

Install: CITY OF NACOGDOCHES
 STERNE HOYA MUSEUM
 211 S LANANA ST
 NACOGDOCHES, TX 75961-5148

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C405DN (XEROX C405DN)	- Carrier Deliv/instal - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 211 S lanana st	6/7/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C405DN	\$53.20	1: Black and White Impressions	1 - 2,500 2,501+	Included \$0.0149	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0889	
Total	\$53.20	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF NACOGDOCHES
 ACCOUNTS PAYABLE
 202 E PILAR ST
 NACOGDOCHES, TX 75961-5508
 State or Local Government Negotiated Contract : 072816900

Install: CITY OF NACOGDOCHES
 ANIMAL SHELTER
 3211 SW STALLINGS
 NACOGDOCHES, TX 75964

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 3211 sw stallings sh	6/7/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$158.66	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$158.66	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8135H2, C8145H2 and C8155H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.



REQUEST FOR PROPOSALS

Multifunction Copier Device and Services RFP 21-10-126

Proposals must be received before:

June 30, 2021

2:00 PM Central Time

City of Nacogdoches City Hall

Finance Department

202 East Pilar Street, Suite 344

Nacogdoches, TX 75961

Refer Inquiries To:

Michael Donnell

City of Nacogdoches

Information Technology

936-559-2531

Email: donnellm@nactx.us

City of Nacogdoches – (Information Technology Department)

P.O. Drawer 635030 · Nacogdoches, TX 75963 · (936) 559-2960 · Fax (936) 564-1759 · www.ci.nacogdoches.tx.us · Home of
Stephen F. Austin State University · www.sfasu.edu

TABLE of CONTENTS

GENERAL	PAGE 3
DEFINITIONS	PAGE 3
NOTICE TO PROPOSERS	PAGE 3
STANDARD TERMS AND CONDITIONS	PAGE 5
BACKGROUND AND CURRENT CIRCUMSTANCES	PAGE 7
TECHNICAL SPECIFICATIONS	PAGE 8
SUBMISSION REQUIREMENTS	PAGE 9
EVALUATION AND SELECTION PROCESS	PAGE 11
CERTIFICATION AND ACKNOWLEDGMENT	PAGE 13
CURRENT COPIER INVENTORY, MODEL, AND LOCATIONS	EXHIBIT A
GENERAL SERVICES CONTRACT (EXAMPLE ONLY)	EXHIBIT B

I. GENERAL

The City of Nacogdoches seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to provide Multifunction Copier Device.

II. DEFINITIONS

A. DEFINITIONS

In order to simplify the language throughout this request for proposal, the following definitions shall apply:

City of Nacogdoches – Same as City

City Council – The elected officials of the City of Nacogdoches, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

Contract – An agreement between the City and the successful Proposer to furnish the services described herein.

City – The government of the City of Nacogdoches, Texas

Firm – the successor Proposer of this request

Proposer – Respondents to this Request for Proposal

RFP – Request for Proposal

III. NOTICE to PROPOSERS

A. NOTICE

Sealed Proposals are due at **2:00 PM on Wednesday, June 30, 2021**, after which time all qualified proposals will be acknowledged at 202 East Pilar Street, Nacogdoches, Texas 75961. Proposals received after the specified deadline will be returned unopened.

Four printed copies (1 original and 3 duplicate copies) plus 1 digital copy (CD/DVD/thumb drive) of proposals must be provided.

Sealed proposals shall be clearly marked, do not open with the RFP number and title, and Addressed to the City of Nacogdoches – Finance Department. Proposals shall be delivered using one of the following:

Hand-deliver to:
202 East Pilar St.
Nacogdoches, TX 75961

Ship to (FedEx, UPS, DHL, etc.):
202 East Pilar St.
Nacogdoches, TX 75961

Vendors may receive notice of solicitations from the City of Nacogdoches from a variety of channels. Approved methods of dissemination include: City of Nacogdoches website or the City of Nacogdoches Information Technologies Department. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your Proposal non-compliant. City of Nacogdoches accepts no responsibility for the receipt or notification of solicitations through any other source.

B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing via email to the following point of contact:

Michael Donnell - IT Manager
Information Technology
Email: donnellm@nactx.us

The deadline for written questions is **06/16/2021 at 2:00PM**. This deadline has been established in order to provide adequate time for City staff to prepare responses to questions from Proposers to the best of their ability in advance of the Pre-Proposal Conference meeting.

Proposers shall not attempt to contact City Council members, City staff or Management directly during the pre-proposal or post-proposal period. The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

C. SCHEDULE of IMPORTANT DATES

The City will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFP		06/01/2021
Deadline for Questions and Inquiries	2:00PM	06/16/2021
Proposals Closing Date and Time	2:00PM	06/30/2021
City's Review of Proposals		07/07/2021
Earliest Award by City		07/20/2021

IV. STANDARD TERMS and CONDITIONS

A. DISCLOSURE

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

B. DISCLOSURE of INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission's electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.
3. The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

C. MANAGEMENT

Should there be a change in management after the due date and time, but before a contract is awarded, Proposers must notify the City immediately. This may result in further evaluation. Should a change in management occur after the contract is awarded, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract. Any resulting contract is nontransferable by either party.

D. PERSONAL INTEREST

Proposers shall comply with all applicable ordinances and with state law pertaining to conflict of interest and required disclosures, including, but not limited to, TEXAS LOCAL GOVERNMENT CODE, Chapter 171.

E. PRIORITY of DOCUMENTS

In the event there are inconsistencies between the RFP terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.

F. RECEIPT of PROPOSALS

Proposal(s) must be received by the City prior to the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the Firm must insure that the Proposal is actually delivered. The time proposals are received shall be determined by the time clock stamp in the Finance Department.

G. REIMBURSEMENTS

There is no express or implied obligation for the City of Nacogdoches to reimburse responding Proposers for any expenses incurred in preparing Proposals in response to this request and the City of Nacogdoches will not reimburse firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

H. REPRESENTATIONS and RESPONSIBILITIES

By submitting a proposal in response to this RFP, Proposer represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality, and quantity of services to be performed.

By submitting a proposal in response to this RFP, the Proposer represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by the City but has supplemented this information through due diligence research and that the Proposer sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.

I. STANDARD FORM of AGREEMENT

The City's Standard form of Agreement is attached as Exhibit B. The successful Firm will be required to execute this Agreement. All Proposers shall be required to thoroughly read and understand the terms, conditions, and provisions in this Agreement. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to the City's Standard Form of Agreement must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and conditions without modifications.

J. VENUE

Any contract awarded as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Texas, and is fully performable in Nacogdoches, Texas, and venue for any action related to this contract will be Nacogdoches County, Texas.

K. WITHDRAWAL of PROPOSALS

A proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of proposals in accordance with the following guidelines.

1. Proposer shall notify the Information Services Department in writing of its intention to withdraw a previously submitted proposal.
2. If a change in the proposal is requested, the modification must be worded by the Proposer as to not reveal the original amount of the proposal.
3. Proposals withdrawn and modified must be resubmitted to the Information Services Department no later than the time and date set for the receipt of proposals.
4. No proposal can be withdrawn after the time set for the receipt of proposals and for a minimum of ninety (90) days thereafter.

V. BACKGROUND and CURRENT CIRCUMSTANCES

A. CITY of NACOGDOCHES

City has finished a 5 year lease agreement with current vendor and is currently on a month-month schedule.

VI. TECHNICAL SPECIFICATIONS

The City of Nacogdoches is currently accepting bids for Multifunction Copy Machines. We currently have a fleet of Ricoh devices that need replacing and would like similar or better functionality with the replacements.

The multifunction copy devices must be capable of copy, scan, print and fax. New devices must support at a minimum the current fleet's pages per minute capabilities. Devices must not be dependent upon any single authentication directory (i.e., MS active directory dependent).

Scanning shall be to local network storage, email, SMTP, cloud (google/onedrive/etc.) and Laserfiche integration. Printing shall support store and lock print if desired by the end user.

Vendor shall supply a means of remotely installing and deploying printer drivers to end users for ease of management at time of installation.

Devices shall have some basic means of job accounting to easily determine departmental usage.

Vendor shall supply pricing for both a similar swap out (color to color copier, black/white to black/white) and also pricing to upgrade the entire fleet to similar page per minute all color. City shall determine before the bid award whether to keep the fleet similar to current or convert the entire fleet to all color printing and notify the winning bidder with our choice. Please provide monthly total cost breakdown for options.

See Exhibit A for current copier inventory, model, and locations.

VII. SUBMISSION REQUIREMENTS

The City will not accept oral proposals, or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this RFP.

The proposal must be submitted in hard copy. Proposer shall submit 1 original and 4 copies of the entire proposal, plus 1 digital copy (on CD, DVD, or thumb drive).

The City of Nacogdoches requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review.

TAB A FIRM BACKGROUND

1. Briefly introduce your Firm including the number of years in business
2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable
3. Include the same for any associate firm or sub-consultant

TAB B PROJECT EXPERIENCE and QUALIFICATIONS

1. Describe at least three (3) projects that are complementary in nature to this project. References for each project should be included (preferably other City, town, or local governments in Texas that the proposer has provided services to).
2. Describe the experience of the Firm in the last thirty-six (36) months in performing services of similar scope and size.
3. Identify the Project Manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc.
4. Provide an organizational chart indicating positions and name of the core management team that will undertake this engagement.

TAB C METHODOLOGY and TECHNICAL APPROACH

1. Provide a narrative description of the Firms' plan to accomplish the work and services to be provided to the City.
2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing this project in a phase-by-phase fashion, including the time frame expected to complete each phase and staff assignments for each phase of the project.
3. Provide suggestions and ideas for completing this project in an efficient, effective, and innovative manner.
4. Clearly identify materials and knowledge resources that the Firm will need from the City to complete this project.
5. Identify progress reports that will be made available during the process and key decision points.
6. Clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

TAB D COST PROPOSAL

1. Provide a detailed cost proposal broken down by task or phase. The City may elect to complete any combination of tasks or phases. Indicate any cost savings available by completing one or more or any combination of tasks or phases.
2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees.
3. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

TAB E COMMENTS/CHANGE REQUESTS to STANDARD FORM of AGREEMENT

A copy of the City's Standard Form of Agreement is attached to the RFP. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm is willing to execute the Agreement without modification.

TAB F CERTIFICATION and ACKNOWLEDGEMENT PAGE

VIII. EVALUATION and SELECTION PROCESS

The City has attempted to provide a comprehensive statement of requirements through this RFP for the engagement. Written proposals must present Proposer's qualifications and understanding of the work to be performed. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

Selection may be made of one or more Proposers deemed to be fully qualified and best suited among those submitting proposals. The City reserves the right to award based on the responses received or to negotiate with any or all the Proposers selected. Price shall be considered but shall not be the sole determining factor. The City shall select the Proposer which, in the City's opinion, has made the Proposal most beneficial to the City for award. Should the City determine in writing and in its sole discretion that only one Proposer is fully qualified or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer. The executed Agreement will incorporate by reference three (3) all the requirements, terms and conditions of the solicitation and the Proposer's proposal as negotiated.

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Proposer's responses to the requirements contained in this RFP.

Clarity and Quality of Proposal

Pass/Fail

Firms must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the City to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

Cost of Proposal	40 points
Firm Background	10 points
Methodology and Tech	30 points
Experience / Qualifications	20 points
TOTAL POINTS AVAILABLE	100 POINTS

By submission of a proposal, Proposer acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, Firms acknowledge that subjective judgements must be made by the City during this process.

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all proposals received as a result of this RFP.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Proposer(s) it deems to be most qualified to fulfill the needs of the City. Proposer(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process

IX. CERTIFICATION and ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the proposer, hereby certifies:

- () The Proposer is in receipt of _____ addenda.
- () The Proposer is familiar with all instructions, terms and conditions, and specifications stated in this RFP, including the following:
 - () The Proposer has reviewed the City's Services Contract released with this RFP (Attachment D), which Agreement will form the basis of any contract for the performance of the work.
Any request for modifications are included in the proposal by way of response included in TAB E.
- () The Proposer is qualified to perform the work and services outlined in this RFP.
- () The proposal has been arrived at independently and submitted without collusion with any other Proposer, City staff or City contractor, and the contents of the proposal have not been communicated by the Proposer or, to the Proposer's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Proposer, and will not be communicated to any person prior to the City's final action on this RFP by City Council. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a proposal for the work.
- () The offers, terms and conditions of the proposal will remain valid and effective and may be relied upon by the City for a period of ninety (90) days following the Proposal Closing Date and Time as identified in this RFP or addenda.
- () The Proposer certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement subject to § 2270.002 Texas Government Code.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____

P.O. Box or Street City State Zip

Order Address: _____

P.O. Box or Street City State Zip

Remit Address: _____

P.O. Box or Street City State Zip

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

EXHIBIT A
LIST OF COPIERS

Location	Model
312 W. Main	MP4054SP
202 E Pilar 1st floor	MP4054SP
1112 N. Street Rec/Lib	MPC3503
312 W. Main PD Admin	MPC4503
202 E. Pilar HR 110	MP4054SP
217 W Hospital ST Court	MP4054SP
202 E Pilar ST 2nd Floor	MP3054SP
202 E Pilar ST 3rd Floor	MPC5503
921 Powers ST	MP401SPF
214 E Pilar ST FD	MP3054SP
3812 NW Stallings Dr PW	MP3054SP
2996 FM 1275	MPC3003
211 S Lanana St	MPC305SPF
3211 SW Stallings Shelter	MPC3504EX

EXHIBIT B

(EXAMPLE ONLY-IF AWARDED A CONTRACT)

CITY OF NACOGDOCHES GENERAL SERVICE CONTRACT

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

ARTICLE I PAYMENT AND TERM

1.1 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **XXXXX and XX/100 Dollars (\$00,000.00)**. In no event shall payment under this contract exceed appropriations made by City Council.

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

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

1.4 Term. The initial term of the Contract is for one (1) year with the option to renew for four (4) additional one (1) year terms for a total of five (5) years. Any renewal must be in writing and executed by the parties.

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

ARTICLE II CHANGE ORDERS

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

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

(b) City Council Approval. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work.

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

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

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

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

ARTICLE IV INSURANCE

4.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

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

ARTICLE V INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI GENERAL TERMS

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

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

6.3 Venue. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.

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

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

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

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

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

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

6.10 Invalid Provisions. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

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

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

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

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

CONTRACTOR
Attn: NAME
123 Main Street
City, State, Zip
Email@contactor.com

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

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

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

List of Exhibits

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

NAME OF CONTRACTOR

CITY OF NACOGDOCHES

By:_____

By:_____
City Manager

Printed Name:_____

Date:_____

Title:_____

APPROVED AS TO FORM:

Date:_____

City Attorney

Date:_____

EXHIBIT A

SCOPES OF SERVICES

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

The City of Nacogdoches is currently accepting bids for Multifunction Copy Machines. We currently have a fleet of Ricoh devices that need replacing and would like similar or better functionality with the replacements.

The multifunction copy devices must be capable of copy, scan, print and fax. New devices must support at a minimum the current fleet's pages per minute capabilities. Devices must not be dependent upon any single authentication directory (i.e., MS active directory dependent).

Scanning shall be to local network storage, email, SMTP, cloud (google/OneDrive/etc.) and Laserfiche integration. Printing shall support store and lock print if desired by the end user.

Vendor shall supply a means of remotely installing and deploying printer drivers to end users for ease of management at time of installation.

Devices shall have some basic means of job accounting to easily determine departmental usage.

Vendor shall supply pricing for both a similar swap out (color to color copier, black/white to black/white) and pricing to upgrade the entire fleet to similar page per minute all color. City shall determine before the bid award whether to keep the fleet similar to current or convert the entire fleet to all color printing and notify the winning bidder with our choice. Please provide monthly total cost breakdown for options.

See Exhibit A for current copier inventory, model, and locations.

EXHIBIT B

PAYMENT SCHEDULE

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. “Claims Made” policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Nacogdoches.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of Nacogdoches.
- 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.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated “A: VIII” or better under the current A. M. Best Key Rating Guide.

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

IV. Business Automobile Liability

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

V. Workers’ Compensation Insurance

A. Workers compensation insurance shall include the following terms:

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

EXHIBIT D

CERTIFICATES OF INSURANCE



City Council Meeting

Date: September 21, 2021

Agenda Item: 6.E.

PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Consider approval of the Nacogdoches Economic Development Corporation (NEDCO) professional services contract. (City Manager)

SUMMARY/BACKGROUND: Nacogdoches Economic Development Corporation (NEDCO) provides economic development activities for the promotion, recruitment, and assistance of retail, industrial, and manufacturing businesses. NEDCO assists in furthering the expansion or retention of local businesses, to increase employment and local property and sales tax base. As stated in the Professional Service Contract between the City and NEDCO, the City agrees to pay NEDCO \$23,750 quarterly for a total of \$95,000 annually for services in the current fiscal year. The current agreement expires on September 30, 2021 and is renewable for an additional one-year period.

NEDCO presented their annual report to City Council at the City Council meeting on September 7, 2021.

FINANCIAL:

Anticipated FY 2020/2021 Payments as follows:

1/3 of Retail Development Services \$15,834 – 01.75.630.88
1/3 of Retail Development Services \$15,833 – 30.75.630.88
1/3 of Retail Development Services \$15,833 – 30.75.630.88

1/3 of Industrial Development Services \$15,834 – 01.75.630.93
1/3 of Industrial Development Services \$15,833 – 30.75.630.93
1/3 of Industrial Development Services \$15,833 – 30.75.630.93

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

Economic Development

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

ATTACHMENTS: 1. NEDCO Combined Contract

AGREEMENT BY AND BETWEEN THE CITY OF NACOGDOCHES AND THE NACOGDOCHES ECONOMIC DEVELOPMENT CORPORATION IN FURTHERANCE OF ECONOMIC DEVELOPMENT SERVICES

This agreement ("Agreement") is made and entered into by and between the City of Nacogdoches, a municipal corporation, hereinafter referred to as "City," and the Nacogdoches Economic Development Corporation, a Texas non-profit corporation, hereinafter referred to as "NEDCO," each acting by and through its authorized officials.

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

ARTICLE I Services

- 1 NEDCO agrees to undertake economic development activities for the promotion, recruitment and assisting retail, industrial and manufacturing business to relocate to the City of Nacogdoches and Nacogdoches County and further the expansion or retention of existing local business, to increase employment, reduce unemployment and underemployment and increase the local property and sales tax base, as hereinafter provided:
 - 1.1 To promote the construction, lease or use of local private or public facilities;
 - 1.2 To conduct coordinated state, regional, and national advertising, publicity and promotion campaigns emphasizing facilities and incentives offered in the City to business and industry, as well as the benefits of locating in the greater Nacogdoches area;
 - 1.3 To distribute, by electronic and print media, attractive and informative brochures or advertisements detailing advantages and incentives available;
 - 1.4 To participate with appropriate state and federal agencies to assure favorable economic development activities are pursued;
 - 1.5 To solicit business development meetings for the education of local businesses;
 - 1.6 To work closely with the City Manager and City Council to provide a unified economic development program; and
 - 1.7 To cause NEDCO to appear from time to time, at the request of City Council or the City Manager, to discuss NEDCO programs and activities.

2 The City agrees that the Director of the Department of Economic Development of the City and the Staff of that department will generally perform the duties traditionally provided by the “Executive Director” and support staff of NEDCO.

2.1 The Personnel Committee and Board of Directors of NEDCO will be responsible for establishing the scope of desired economic development duties to be performed by the City under the Agreement.

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

2.3 All such duties shall be directly related to the public purpose of economic development as set forth above in Article I of this Agreement.

ARTICLE II

Term

The term of this agreement shall begin October 1, 2021, and shall remain in effect until September 30, 2023, and be renewable additional one-year periods if agreed upon by and between the City and NEDCO.

ARTICLE III

Operating Procedures

3 The following operating procedures are hereby adopted:

3.1 Budget. NEDCO shall submit to City a ~~line item~~line-item budget no later than September 1 of each year the contract is in effect for review and consultation.

3.2 Reports. A progress report of activities and financial operations shall be made at least semiannually.

3.3 Record Retention. NEDCO will maintain all original documents, deeds, articles of incorporation, charters, 501-c(3) authorizations and similar fundamental documents in perpetuity.

NEDCO will maintain all canceled checks and other financial records will be maintained for a period of six (6) years after the close of a fiscal year.

The City will maintain complete and accurate records of all payrolls, expenditures, disbursements, and other items charged to NEDCO for a minimum of four (4) years from the date of the termination of this Agreement.

- 3.4 Audit. All NEDCO accounting procedures, records and reports shall be available for inspection by a duly authorized representative of the City. An independent audit of the program's financial records or a report on agreed upon procedures, by a qualified Certified Public Accountant, shall be furnished to the City within one hundred twenty (120) days of the close of each fiscal year.

All City records will be clearly identifiable, and the City will allow NEDCO or its designated representatives to inspect, examine, copy, and audit all such records during regular business hours within 24 hours' notice.

ARTICLE IV Compensation

- 4 The City shall pay NEDCO \$30,000.00 quarterly for a total of \$120,000.00 annually for services. In addition to the above stated compensation, the City shall provide office space to NEDCO; the approximate value of which totals \$13,000.00 annually.
- 4.1 The Director and Staff will be City employees and will be paid as such by the City. The City will provide salary and other benefits (health insurance, retirement, etc.) to the Director and Staff as is customary for other City employees.
- 4.2 The City will provide Director and Staff use of office space in City Hall located at 202 East Pillar Street.
- 5 NEDCO will pay compensation to the City, which equals the actual costs incurred by the City for salary, related expenses and benefits directly associated with the services the Director and Staff provide to NEDCO. The City shall deliver a monthly invoice for said compensation to NEDCO, which NEDCO agrees to pay within thirty days of receipt.
- 5.1 NEDCO will provide compensation to the City for economic development related travel expenses and associated dues, as well as provide computers and all other required office equipment and supplies as needed for the Director and Staff for the performance of duties required under this Agreement.
- 5.2 Outside of the fixed monthly payments to the City, NEDCO will have no other financial obligation to Director and Staff, unless Director and/or

Staff and NEDCO enter into an ancillary agreement which is approved by the City.

- 5.3 NEDCO shall use the funds provided by the City solely to further purposes stated herein. The program planning, preparation, and execution under this agreement shall be the sole responsibility of NEDCO, and NEDCO shall indemnify the City for any action taken or debt incurred by NEDCO contrary to provisions of this agreement. The obligation of the City shall be limited to the transmittal of funds as provided herein.

ARTICLE V

NEDCO Program of Action

In order for the City to monitor the operation of NEDCO hereunder, NEDCO shall submit for City Council review a comprehensive program of action for each fiscal year. The program of action shall provide specific and detailed actions to be performed by NEDCO during the fiscal year in question. The program of action is to be submitted by the date requested by the City each year in advance of the City's fiscal year in question. Prior to NEDCO submitting a comprehensive program of action to City Council, the City Manager shall submit to NEDCO recommendations concerning the comprehensive program of action specific to City needs.

ARTICLE VI

Performance Evaluation

The City Manager, with the assistance of NEDCO, shall prepare an annual report for City Council on the effectiveness of NEDCO in achieving the services and goals in Article I. The report will address recruitment, retention and assistance provided local businesses and industry. The report shall also monitor economic development indicators, such as sales tax, housing starts, unemployment, total work force, per capita income, enrollment at Stephen F. Austin State University, active utility meters, new businesses/industry inside City limits, etc. The items listed in Article I are not exclusive.

ARTICLE VIII

Termination

Either the City or NEDCO may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party. Either Party may withdraw from this agreement if the other Party materially breaches this agreement and such breach remains uncured for sixty (60) days after actual written notice to the Party describing such breach and demanding its cure.

In the event of termination or expiration of this Contract, the City payments to NEDCO for such current year shall be prorated, and the portion for the balance of the contract year returned to the City.

ARTICLE IX

Relationship of Parties

The relationship of NEDCO to the City shall be that of independent contractor as to all services performed hereunder and not as an officer, agent, servant, or employee of the City. NEDCO shall have exclusive control of its operations hereunder, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. The doctrine of respondent superior shall not apply as between the City and NEDCO, its officers, agents, servants, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and NEDCO.

NEDCO covenants and agrees to, and does hereby indemnify, hold harmless, and defend City, its officers, agents, servants, and employees from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with this Contract, its performance or non-performance; and NEDCO hereby assumes all liability or responsibility for same.

Nothing in this agreement shall allow or authorize NEDCO to bind or obligate the City as to any expense, obligation, duty or incentive.

ARTICLE X

Miscellaneous

Non-Exclusive. Both parties agree this agreement is non-exclusive. Each may engage in similar activities, programs, promotions, advertising, etc., either on their own or through other contractual agreements. Both agree such will not be a breach of this agreement unless it directly interferes with services to be provided, payments for such service or other conditions stipulated in this agreement.

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

Effective Date. This agreement shall become effective between parties hereto on the day following execution of agreement by the parties, and shall continue in effect until it has been terminated according to this agreement.

Approval. This agreement shall be executed by duly authorized official(s) of each party and this agreement shall remain in effect until rescinded by resolution of such governing body and notice of that action is transmitted in writing to all other parties to this agreement.

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

Counterparts. The parties agree their collective agreement may be evidenced by execution of an identical counterpart of this instrument by duly authorized officer(s) of each participant, and failure of any member to enter into this agreement shall not affect the agreement between and among the parties executing the agreement.

Venue and Governing Law. Each party to this Agreement agrees if legal action is brought under this Agreement, exclusive venue shall lie in Nacogdoches County, Texas. The validity of this Agreement and of any of its terms or provisions, as well as rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

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

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

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

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

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

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

NACOGDOCHES COUNTY ECONOMIC DEVELOPMENT CORPORATION,
a non-profit corporation

By: _____
ROBERT FLORES
Chairman of the Board of Directors, NEDCO

Date Signed: _____

CITY OF NACOGDOCHES,
a municipal corporation

By: _____
~~MARIO CANIZARES~~JIMMY MIZE
~~City Manager~~Mayor, City of Nacogdoches

Date Signed: _____

Approved as to form:

STEVEN KIRKLAND
City Attorney, City of Nacogdoches

Approved as to content:

LARISSA PHILPOT
President/CEO, NEDCO

PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Consider the appointment of a Communications Taskforce for improving communications between the City and residents. (City Manager)

SUMMARY/BACKGROUND: On June 15, 2021, the City Council established the creation of a ten-person task force to conduct a review of the City's overall communication efforts and provide recommendations to staff and City Council.

The effort was an idea brought forward by Council Member, Kathleen Belanger in early June. The purpose of the task force is to work closely with City staff to conduct a review and evaluation of the communication efforts and methodologies employed by the City of Nacogdoches. In addition, the task force is charged with providing a series of recommendations for city management and City Council that will enhance two-way communication efforts for the community. The Communications Task Force will be comprised of ten members who will be appointed by the City Council.

The specific charge for the task force is the following:

1. Determine Existing Communications Structure/Efforts - General and Emergency Communications

Interview City staff and stakeholders to identify and evaluate existing plans and execution of communication efforts including emergency and non-emergency interactions.

2. Gather Input from Key Communities

Visit with local communication professionals, representatives of local communities and others to identify optimum tools and methods for delivering information to and receiving information from residents.

3. Review and Assess Findings

Compile, analyze and prioritize information gathered from all sources and develop a list of findings to share with the City.

4. Deliver Conclusions and Recommendations

Draw conclusions from interviews, visits and findings and make recommendations to the City on how best to improve engagement with residents.

The City Council members have recommended names to serve on the task force (see attachment). There are also some specific projects and tasks that need addressing in the short-term and those include:

- A City website refresh
- Communication efforts by Public Safety before, during, and after an emergency

- Review and make recommendations to the City's communications/marketing plan

Based on the input and direction of the City Council on September 7, the members are ready to be appointed to the Task Force.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment

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

ATTACHMENTS: 1. Communications Task Force PowerPoint



Appointment of Communications Task Force

September 21, 2021

Charge of the Task Force

- **Determine Existing Communications Structure/Efforts** - General and Emergency Communications
 - Interview City staff and stakeholders to identify and evaluate existing plans and execution of communication efforts including emergency and non-emergency interactions
- **Gather Input from Key Communities**
 - Visit with local communication professionals, representatives of local communities and others to identify optimum tools and methods for delivering information to and receiving information from residents.
- **Review and Assess Findings**
 - Compile, analyze and prioritize information gathered from all sources and develop a list of findings to share with the City.
- **Deliver Conclusions and Recommendations**
 - Draw conclusions from interviews, visits and findings and make recommendations to the City on how best to improve engagement with residents.

Task Force Names

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

Task Force Responsibilities & Guiding Principles

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

Guiding Principles:

- Be open minded.
- Have regular attendance, staying engaged, and being participative in the review process.
- A quorum is a simple majority to conduct business.
- Maintaining decorum at all times.
- Decision making is through group consensus.
- The Task Force will conclude once recommendations are presented to City Council.



Q&A
Thank You!



City Council Meeting

Date: September 21, 2021

Agenda Item: 6.G.

PRESENTER: Sherry Morgan, Executive Director at Nacogdoches Convention & Visitors Bureau

ITEM/SUBJECT: Consider a resolution closing Main Street for the Dia de los Muertos Event on November 6, 2021. (CVB Director)

SUMMARY/BACKGROUND: Seeking approval of a resolution to accompany an application to TXDOT for temporary closure of SH-21 (Main Street) on Saturday, November 6, 2021 from 12 p.m. - 9 p.m. for Dia de los Muertos celebration downtown. If approved, Main Street (SH 21) will be closed from its intersection with North Street eastwardly to its intersection at Mound Street, which will provide safety for the vendors and participants.

FINANCIAL:

No financial impact associated with this item

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

Downtown Entertainment and Destination District

CITY CONTACT: Sherry Morgan, CVB Director
sherry@visitnacogdoches.org
936-564-7351

ATTACHMENTS:

1. Dia de los Muertos Resolution
2. TxDOT Contract

RESOLUTION NO. 1279-09-21

WHEREAS, organizers of the Dia de los Muertos event desire to have a safe and successful event for all vendors and participants and,

WHEREAS, organizers of the Dia de los Muertos event are requesting that the city of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastward to its intersection at Mound Street from 12:00p.m. Saturday, November 6th, 2021 until 9:00 p.m. Saturday, November 6th, 2021 in order to provide safety for the vendors and participants; and,

WHEREAS, after duly considering such a request, it is the consent of the City Council that a resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street for the Dia de los Muertos event.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Nacogdoches, Texas that this resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 12:00p.m. Saturday, November 6th, 2021 until 9:00 p.m. Saturday, November 6, 2021 for the Dia de los Muertos event.

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

PASSED AND APPROVED this September 21, 2021.

Mayor Jimmy Mize
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

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

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

W I T N E S S E T H

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

WHEREAS, the local government has requested the temporary closure of State Highway 21 for the purpose of Dia de los Muertos Fiesta, from 12pm to 9pm on Saturday, November 6, 2021 as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

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

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

WHEREAS, on the 21th day of September, 2021, the Nacogdoches City Council passed Resolution / **Ordinance No.** _____, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway

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

Article 3. OPERATIONS OF THE EVENT

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

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

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

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

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

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

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will

be included in the local government's traffic control plan.

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

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

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

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

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

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

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

B. In the event the local government is a self-insured entity, the local government shall

provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

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

Local Government:	State:
City of Nacogdoches c/o Joanna Temple 200 E. Main Street Nacogdoches, TX 75965	Texas Department of Transportation 1805 N. Timberland Dr. Lufkin, TX 75901

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

Article 13. SOLE AGREEMENT

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

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

THE CITY OF NACOGDOCHES

Executed on behalf of the local government by:

Agreement No. _____
By _____ Date _____
Signature of City Official

Mario Canizares, Nacogdoches City Manager

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

Exhibit A

Organizers of the Dia de los Muertos Fiesta are requesting the city of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 12:00 pm, Saturday, November 6, 2021, until 9:00 pm, Saturday, November 6, 2021, to provide safety for the vendors and participants. The proposed activities for the Dia de los Muertos Fiesta include cultural food vendors, live music, and entertainers. The expected number of attendees is 2000. There will be no physical modification of any features in or adjacent to the right of way of State Highway 21. Traffic control will be handled by the City of Nacogdoches Police Department and Public Works Department.

Exhibit B

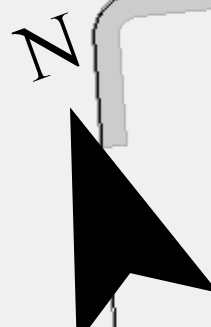
Agreement No. _____

Exhibit C

Agreement No. _____

Day of the Dead

Nacogdoches, Texas



0 50 100 200 Feet

- 1-6 Nacogdoches ISD
- 7 SFA Repertory Dance Company
- 8 Taco Mex
- 10-11 SFA Photo Club
- 15 Banita Creek Hall
- 16-17 The New ERA
- 18-19 SFA Theatre
- 20-21 Blue Horse Bakery
- 22 Shali's Kitchen
- 23 Maydelle Country Wines
- 24 Knights of Columbus
- 25 Hudson Art Club
- 28 Nacogdoches County Democrats
- 31 Naca Valley Wines
- 32 Dos Patrones
- 34 Ice Ice Baby Tacos & Snacks
- 36 My Mama's Tamales
- 37 JNR Catering
- 38 Juan Gonzalez
- 39 JAR
- 40 Juana Gomez
- 41 Mas Cosas
- 43 Jolt at SFA
- 44 El Coco Loco
- 45 Yaya's Kitchen
- 46 Phi Upsilon Omicron
- 47 Dragonfly Garden
- 48 Tacos Dona Pancha
- 49 Friends of the Visual Arts

RESTROOM

COLE
ART
CENTER

STAGE 2

DIA DE LOS
MUERTOS
2019

STAGE 1

CHILDRENS
AREA

Vendor Entrance

Vendor Entrance

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



City Council Meeting

Date: September 21, 2021

Agenda Item: 6.H.

PRESENTER: Sherry Morgan, Executive Director at Nacogdoches Convention & Visitors Bureau

ITEM/SUBJECT: Consider a resolution closing Main Street for the Nine Flags Festival and Lighted Christmas Parade on December 4, 2021. (CVB Director)

SUMMARY/BACKGROUND: Seeking approval of a resolution to accompany an application to TXDOT for temporary closure of Main Street on Saturday, December 4, 2021 from 10 a.m. - 9 p.m. for the Nine Flags Festival and Lighted Christmas Parade. This request is to close Main Street (SH 21) from its intersection with North Street eastward to its intersection at Mound Street in order to provide safety for the vendors and participants.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Downtown Entertainment and Destination District

CITY CONTACT: Sherry Morgan, CVB Director
sherry@visitnacogdoches.org
936-564-7351

ATTACHMENTS:

1. 2021 Christmas Parade Resolution
2. 2021 Nine Flags Festival and Parade

RESOLUTION NO. 1280-09-21

WHEREAS, organizers of the Nine Flags Festival and Lighted Christmas Parade event desire to have a safe and successful event for all vendors and participants and

WHEREAS, organizers of the Nine Flags Festival and Lighted Christmas Parade event are requesting that the city of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastward to its intersection at Mound Street from 10:00a.m. Saturday, December 4, 2021 until 9:00 p.m. Saturday, December 4, 2021 in order to provide safety for the vendors and participants; and

WHEREAS, after duly considering such a request, it is the consent of the City Council that a resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street for the Nine Flags Festival and Lighted Christmas Parade.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Nacogdoches, Texas that this resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 10:00 a.m. Saturday, December 4, 2021, until 9:00 p.m. Saturday, December 4, 2021 for the Nine Flags Festival and Lighted Christmas Parade.

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

PASSED AND APPROVED this September 21, 2021.

Mayor Jimmy Mize
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

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

W I T N E S S E T H

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

WHEREAS, the local government has requested the temporary closure of State Highway 21 for the purpose of Nine Flags Festival and Lighted Christmas Parade, from 10:00 am 12/4/21 to 9:00 pm 12/4/21 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

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

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

WHEREAS, on the 21st day of September, 2021, the Nacogdoches City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

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

Article 3. OPERATIONS OF THE EVENT

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

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

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

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

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

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

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

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

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

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

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

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

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

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

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

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

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

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

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

Local Government:	State:
Sherry Morgan c/o City of Nacogdoches	Texas Department of Transportation
P.O. Box 635030	1805 N. Timberland Dr.
Nacogdoches, TX 75963	Lufkin, TX 75901

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

Article 13. SOLE AGREEMENT

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

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

THE CITY OF Nacogdoches

Executed on behalf of the local government by:

Agreement No. _____

By _____ Date _____
City Official

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

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

Exhibit A

The Nine Flags Festival and Lighted Christmas Parade will take place in Nacogdoches County on December 4, 2021 from 10:00 AM - 9 PM and will utilize SH-21 as well as Pecan, Pilar, Fredonia, Hospital, and Mound streets. Both lanes of SH-21 from North Street to Mound St. will be used. SH-21 is scheduled to be closed from 10:00 AM - 9:00 PM.

The proposed activities for this event include mobile food trucks, vendor booths, activities, games, and a parade. Anticipated attendance is 1500. There will be no physical modifications of any features in or adjacent to the right of way of SH-21.

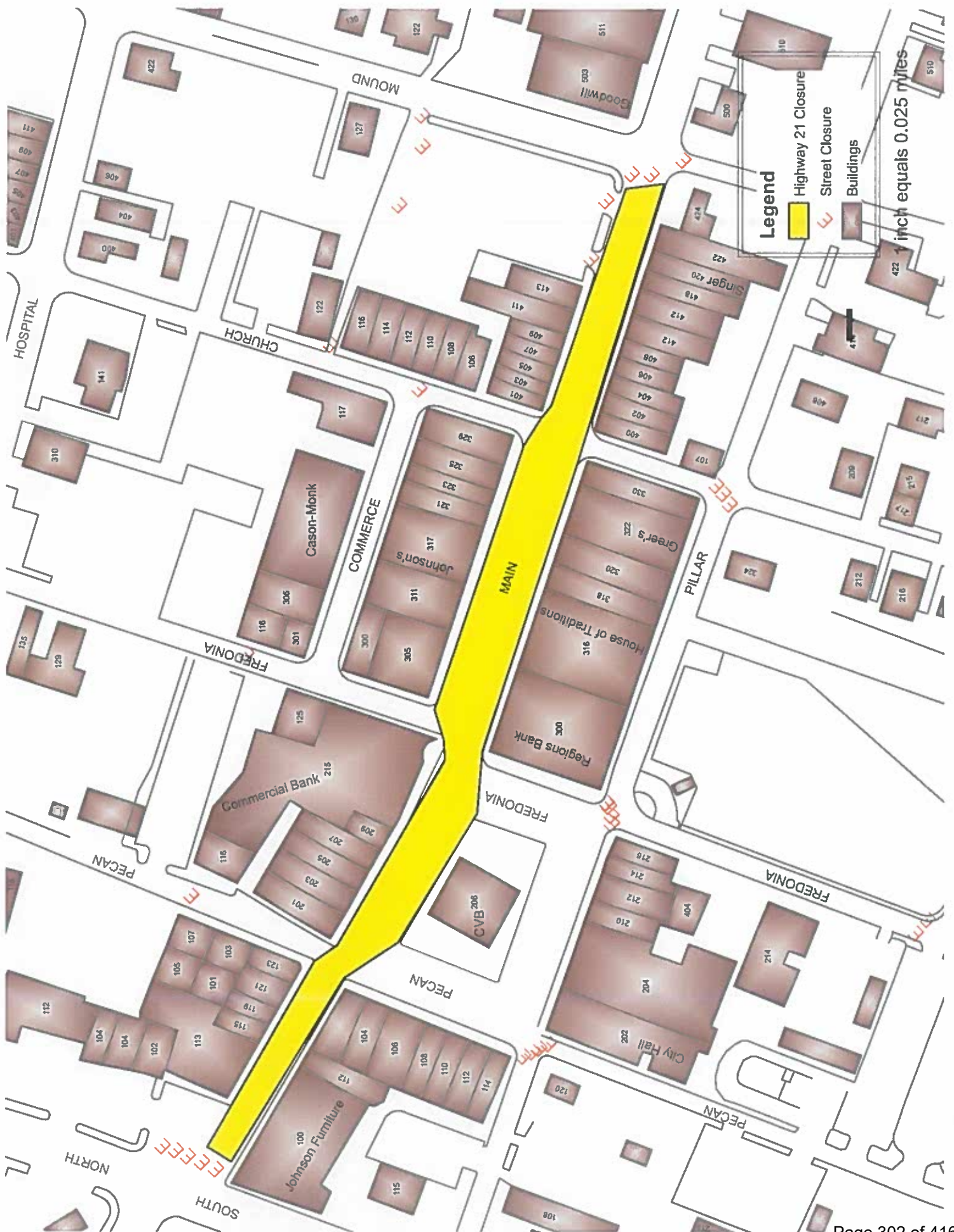
Nacogdoches Police will be responsible for traffic control.

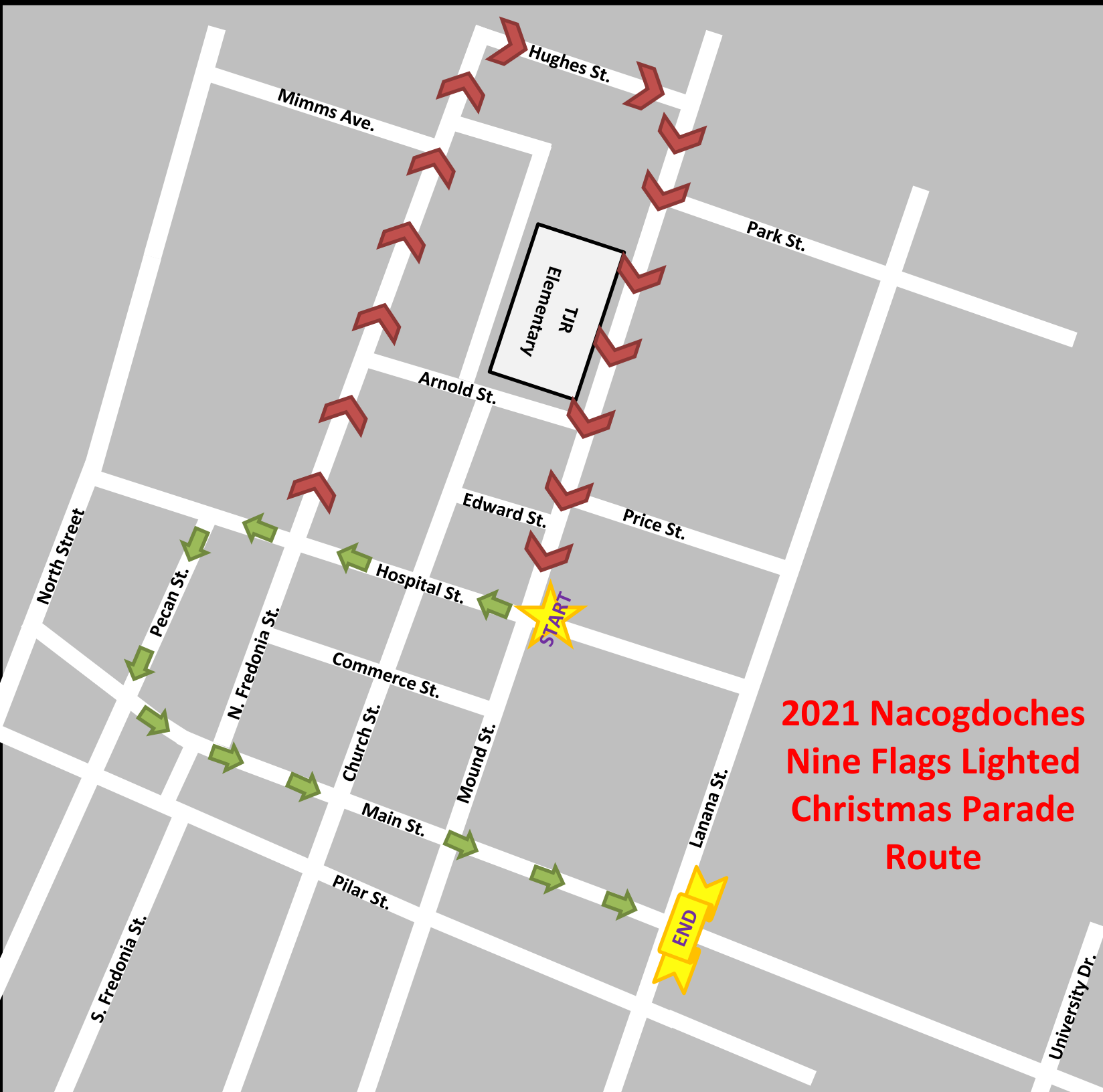
Exhibit B

Agreement No. _____

Exhibit C

Agreement No. _____





**Parade Route
LEGEND**

 Parade Route

 Starting Point

 Ending Point

 Parade Staging

Parade Route
Hospital St., Left on Pecan St., Left on Main St., Left on Lanana St.

Starting Point
Mound St. & Hospital St.

End Point
Main St. & Lanana St.

Parade Staging
Mound St., Hughes St., & Fredonia St.



City Council Meeting

Date: September 21, 2021

Agenda Item: 6.I.

PRESENTER: Sherry Morgan, Executive Director at Nacogdoches Convention & Visitors Bureau

ITEM/SUBJECT: Consider approval of an agreement between the City of Nacogdoches and the Convention and Visitor's Bureau for professional services. (CVB Director)

SUMMARY/BACKGROUND: The Nacogdoches Convention and Visitor's Bureau ("CVB") provides tourism and convention marketing services for the City of Nacogdoches ("City"). The Agreement between the City and CVB states City Council shall approve the budget and marketing plan of the CVB. The marketing plan shall state work to be performed by the CVB with money paid the CVB by the City from Hotel Occupancy Tax and state specific goals. The Agreement also provides that the City shall pay the CVB 72.5% of available hotel revenue that is taxable and collected under the Authorizing Legislation and Article IV, Hotel Occupancy Tax, Section 94-141 of the City Code. FY 2021-2022 estimated payment is \$525,625. The work of the CVB shall be consistent with its mission statement, in accordance with Chapter 351 of the Texas Tax Code and all other applicable laws and regulations.

FINANCIAL:

Item is budgeted:

Account No.: 18.49.630.94

Account Name: *Hotel Fund Convention and Tourism Expense*

Amount: \$525,625

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

Not Applicable

CITY CONTACT: Sherry Morgan, CVB Director
sherry@visitnacogdoches.org
936-564-7351

ATTACHMENTS: 1. 2022 CVB Contract of Services

AGREEMENT BETWEEN THE CITY OF NACOGDOCHES
AND NACOGDOCHES CONVENTION AND VISITORS BUREAU

This Agreement is entered into between the City of Nacogdoches, Texas, a Texas home-rule municipality (“City”) and the Nacogdoches Convention and Visitors Bureau, a Texas non-profit corporation (“CVB”) pursuant to Chapter 351 of the Texas Tax Code (as amended from time to time, the “Authorizing Legislation”). In furtherance of the purposes of the Authorizing Legislation and in consideration of the mutual covenants in this Agreement, the City and the CVB agree as follows:

1. Term

This Agreement shall be effective and binding upon the parties beginning October 1, 2021, and shall remain in effect until September 30, 2022, subject to early termination as described below. Except as otherwise expressly provided in this Agreement, any written notice or other written communication requested or permitted to be given under this Agreement shall be delivered or sent by United States registered or certified mail, postage prepaid, or by express carrier, to:

Nacogdoches Convention and Visitors Bureau
Executive Director
200 East Main Street
Nacogdoches, Texas 75961

City of Nacogdoches
City Manager
202 E. Pilar
Nacogdoches, Texas 75961

unless another address is substituted by notice delivered or sent as provided in this paragraph. Unless specifically noted in this Agreement, any notice is deemed given when received.

2. Statement of Work

The marketing plan approved by the City shall state the work to be performed by the CVB with money paid the CVB by the City from the hotel occupancy tax (“Work”). The Work shall be consistent with the CVB’s “Mission Statement” as follows: to encourage, enhance, and promote tourism-related business in the Nacogdoches area and to promote Nacogdoches as a tourist destination throughout the state, regionally, nationally, and internationally. Any material proposed changes to the approved marketing plan must be approved in writing by the City Manager or designee. As used in this Agreement, the term “hotel tax revenue” means money paid by the City to the CVB from hotel occupancy tax levied and collected by the City in accordance with the Authorizing Legislation (Tax Collections). The CVB agrees to perform the Work in accordance with Chapter 351 of the Texas Tax Code, all other applicable laws and regulations, this Agreement, and the applicable marketing plan, and the Budget. Contract performance will commence on October 1, 2021, (“Commencement Date”).

3. Budget, Accounting, and Reports

As used in this Agreement, “fiscal year” means twelve-month period beginning October 1 and ending September 30.

No later than June 15 of each year or at such other date approved by the City Manager of City, CVB shall provide City a proposed Budget and Marketing Plan for the Work, which shall reflect consultations between CVB and appropriate City staff concerning, with respect to the budget, projected available tax collections for the ensuing fiscal year, any amount available in the CVB's reserve fund, and estimated costs of the Work.

The City Council shall approve the budget and marketing plan. The City and the CVB shall negotiate in good faith to reach an agreement on a marketing plan and budget for the fiscal year by September 1 of the preceding fiscal year.

A. The Work shall be conducted, and all marketing plans and budgets shall contain the following requirements:

- (i) The marketing plan and budgets shall be consistent with required allocation of uses of tax collections as set forth in the Authorizing Legislation and applicable City Ordinances and shall identify those scheduled activities, programs, or events that will directly enhance and promote tourism and the convention and hotel industry.

As part of the Work, CVB shall provide, at a minimum, the following services, activities, and functions:

- (a) Market, solicit, and advertise for conventions, tourism, and other gatherings to maximize use of convention facilities, commercial lodging facilities, and tourism facilities consistent with adopted Marketing Plan. Such includes close cooperation with the Hotel Fredonia and Convention Center.
 - (b) Provide registration, housing, and information services for convention groups.
 - (c) Develop public awareness of the desirability, benefits and importance of travel to the Nacogdoches area economy.
 - (d) Market and distribute materials promoting Nacogdoches as a preferred destination city consistent with Marketing Plan.
 - (e) Demonstrate advantages Nacogdoches has to offer visitors from other parts of the state, nation, and world.
 - (f) Perform all responsibilities of tourism and marketing.
 - (g) Perform additional duties as agreed upon by both parties consistent with aforementioned Mission Statement.
- (ii) The Marketing Plan shall include, but not be limited to, a description of the proposed program of action for the fiscal year. In addition, the annual budget document of CVB shall be presented in such a way as to associate direct costs where applicable, to the programs presented in the Marketing Plan. The Marketing Plan shall contain convention marketing goals and convention marketing programs. In addition, the Marketing Plan shall include convention services, tourism, marketing, and communication, housing, visitor services, sports association, and music and film marketing goals and programs. Upon approval of Marketing Plan and budget by City Council, CVB shall implement the plan and allocate funds within budgeted limits without further action on the part of the City.

All requests by CVB to City for funds, services, or other items of value shall be directed in writing for approval to the City Manager.

- (iii) CVB is authorized to use any trade or service marks of City in connection with its performance of the Work. Promotional material should contain “Nacogdoches, the oldest town in Texas” logo, and CVB can use any additional logo adopted by its Board of Directors.

- B. It is the intent of City and CVB that budgets for the Work which, other than as hereinafter excepted, reflect the amount of tax collections available for the Work and tax collections equal to 72.5% of the City portion of hotel revenue that is taxable and collected under the Authorizing Legislation and Chapter 94, Article IV, Hotel Occupancy Tax of the City Code, be available for the Work. If during a fiscal year tax collections vary more than ten percent (10%) from the expectations on which the applicable budget is based, CVB shall send City Manager written notice of how CVB proposes to adjust its budget accordingly. Limits of hotel occupancy funds allowed to be used for day to day operations, travel, and other matters described in 351.101(e) and (f) shall be strictly observed.

Under a separate agreement, the City may provide that the first \$150,000.00 of the City portion of the Hotel Occupancy Tax generated by the Hotel Fredonia and Convention Center and actually received by the City in any one year period determined by the City is to be granted to the Hotel Fredonia and Convention Center or the entity owning, leasing, or operating it. Such \$150,000.00 amount shall not be considered in the computation of the 72.5% allocated to the CVB. Amounts of Hotel Occupancy Tax over \$150,000.00 in any such one year period generated by Hotel Fredonia and Convention Center and received by the City would be considered as part of the 72.5%. It is not anticipated that the exclusion of such \$150,000.00 yearly amount of Hotel Occupancy Tax generated by the Hotel Fredonia and Convention Center and received by the City will extend beyond ten (10) years; however, the beginning of such ten (10) year duration has not yet been determined. Further excluded from the 72.5% would be any of the State portions of the Hotel Occupancy Tax generated by the Hotel Fredonia and Convention Center and actually received by the City from the Comptroller of Public Accounts.

- C. CVB shall maintain complete and accurate books and records of activities and finances, which City may audit at any time upon reasonable notice. Financial records shall be maintained on a regular basis in accordance with generally accepted accounting principles, subject to any variations as are required by State law, or are agreed to in writing by City. Specifically, CVB shall account separately for hotel tax revenue, and any other funds provided it by the City, and shall account separately for receipts and expenditures related to each of the following activities: (A) convention sales, (B) convention services housing, (C) tourism, (D) film and music, (E) marketing and communications, (F) visitor services, (G) administration, (H) advertising, (I) sports commission and (J) other work. On request of City, CVB shall make records relating to handling and expenditure of hotel tax revenue and other City payments available to City or any other person designated by City. CVB shall also follow all provisions of City of Nacogdoches Code of Ordinances Administration of Funds, Section 94-206, et seq and Convention and Visitors Bureau Board, 94-231 et seq.

- D. CVB shall engage an independent firm of certified public accountants previously approved by City Manager to audit its annual financial statements and shall deliver to City Manager a copy of audited annual financial statements, consisting of balance sheet, income statement, statement of cash flows, and notes to financial statements, no later than one hundred twenty (120) days after end of each fiscal year. The engagement letter from the independent firm of certified public accountants shall contain a statement that CVB may request a copy of all audit work papers produced either by the client or the firm during annual audit of the financial statements. Notes to audited annual financial statements shall contain a detailed breakdown of revenues by source and expenditures by category. In addition to audited annual financial statements, upon request, CVB shall deliver a copy of all audit work papers that underlie annual financial statements.
- E. Within thirty (30) days after the end of each quarter in the fiscal year, the CVB shall deliver to City Manager a (i) written report of expenditures relating to the Work with specific allocations and expenditure information as to hotel occupancy taxes, and (ii) unaudited financial statements for the quarter just ended, including at a minimum a balance sheet and income statement.
- Within forty-five (45) days after the end of each quarter in the fiscal year, the CVB shall conduct a meeting (on at least three (3) days advance published notice) to present the financial report for the quarter just ended and obtain public input on it and the Work.
- F. CVB will provide City quarterly reports containing detailed information on performance of the Work, including performance reports listing all groups and/or events added to the City Manager or designee schedule in that period with accompanying information such as names, dates booked, estimated attendance and estimated room nights. CVB shall provide City with any reports or documentation required by federal or state law as such laws may be amended from time to time during term of this Agreement.

4. Payments by the City

- A. In addition to any particular limitations and conditions specifically stated in this Agreement, all obligations of the Agreement from proceeds of the hotel occupancy tax available to pay for the Work under this Agreement, and further subject to the actual collection of these tax proceeds, this Agreement imposes no obligation upon City to levy and collect this tax.
- B. City shall pay to CVB quarterly in arrears from hotel tax revenue appropriated for this Agreement. Hotel tax revenue shall be spent solely to perform the Work allowable under Section 351 and fund compliance with this Agreement, including the preparation of reports and financial statements, and auditing of the latter. CVB acknowledges it has a fiduciary duty to City regarding hotel occupancy funds.
- C. CVB is an independent entity, and the relationship between CVB and City is and shall remain that of independent contractors. City is not and shall not be liable for any of CVB's debts or obligations, including any operating deficit that may arise. CVB shall not hold itself out as an agent of City, nor in any way purport to bind City with respect to any contract or other obligation. CVB shall defend,

indemnify and hold City harmless against any cost, claim, expense, liability, award or judgment (claim) arising in whole or in part out of, or alleged to arise in whole or in part out of the operations or activities of CVB. City may set-off and apply against any such claim (or against City's cost of defending against such claim) any amount City owes CVB. CVB shall carry insurance in the following types and amounts for the duration of this Agreement and, prior to commencement date, shall furnish City Manager with Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence thereof; including insurance for special events, which may be outside the scope of general coverage:

- (i) Statutory workers' compensation and employers' liability coverage with minimum policy limits for employers' liability of \$100,000 bodily injury to each accident, \$500,000 bodily injury by disease policy limit, and \$100,000 bodily injury by disease each employee;
- (ii) Commercial general liability insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000. The policy shall provide contractual liability coverage for liability assumed under this contract, products and completed operations coverage and independent contractors coverage;
- (iii) Business automobile liability insurance for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability;
- (iv) Directors and officers coverage with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such; and
- (v) "All risk" property coverage (excluding flood and earthquake) at 100% replacement cost value for contents in the CVB's care, custody or control. The coverage will be primary, and the City will be shown as loss payee on the policy.

If coverage is written on a claims-made basis, the coverage, including renewals, shall have a retroactive date coincident with or prior to the date of this Agreement and the certificate of insurance shall state that coverage is claims-made and the retroactive date. This coverage shall be continuous for not less than twenty-four (24) months following completion of service under this Agreement. CVB shall provide all provisions of this Agreement concerning liability, duty and standard of care, together with indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies. CVB shall not commence work under this Agreement until it has obtained all required insurance and the City Manager's office has reviewed such insurance coverage. Required insurance shall be written by a company licensed to do business in State of Texas at the time the policy is issued. In any event, Company must be rated by A.M. Best at B+VII or better and acceptable to City. CVB shall produce an endorsement to each affected liability policy that: (a) names City as additional insured (except workers' compensation), with the right of subrogation against City, waived and (b) obligates insurance company to notify City at the following

address of any non-renewal, cancellation or material changes to the policy, at least thirty (30) calendar days before change or cancellation:

City of Nacogdoches
City Manager
202 East Pilar Street
Nacogdoches, Texas 75961

CVB shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of this Agreement or the twenty-four (24) month period following completion in the case of a claims-made policy. City reserves right to review insurance requirements of this section during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, their limits when deemed necessary, based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company, as well as that of CVB. City shall be entitled, upon request, and without expense to City, to receive copies of the requisite insurance policies and all endorsements thereto and may make any reasonable requests for deletion, revisions or modification of particular policy terms, conditions, limitations, or exclusions. (Except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any such policies.)

- D. The CVB shall occupy certain areas of the Historic Town Centre rent-free. Such areas of occupancy by the CVB shall be determined at the sole discretion of the City. The CVB shall be responsible for utilities, janitorial supplies, and building maintenance. The CVB shall set aside at least \$5,000 per year for building maintenance and shall accumulate such funds for major repairs and/or replacements. The City shall insure the building.

5. Other Requirements

- A. CVB Treasurer and any other board member or employees deemed applicable, if any, shall be bonded in a minimum amount of \$100,000 each.
- B. For the purposes of this Agreement and CVB Bylaws, City agrees the term “competitive strategy” shall mean: selling Nacogdoches strengths against competitors’ weaknesses, developing and/or negotiating sponsorship and contribution agreements, competition for tourism special events, promotional/seasonal packaging and programs, and introduction of a new advertising campaign.
- C. Except as provided in CVB Bylaws, Articles of Incorporation or in this Agreement, CVB may conduct its affairs and engage in such other activities as it deems appropriate, so long as such actions (i) are consistent with its purposes as stated in this Agreement and Articles of Incorporation, (ii) comply with applicable laws, and (iii) do not impair its ability to carry out its duties under this Agreement.
- D. City may require CVB to perform an annual performance audit. City will determine the scope of work, and CVB will pay for said performance audit.

6. Early Termination

Either party may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days' written notice to the other party of said termination. Such right to terminate this Agreement shall be without prejudice to the other legal and equitable rights of the parties.

7. Applicable Laws

Claims by or against the parties shall be governed by the Texas Tort Claims Act or other appropriate statutes, ordinances, or laws of the State of Texas.

8. Non-Waiver

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

9. Venue

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

10. Governing Law

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

11. Cooperation

Upon expiration or termination hereof for any reason, CVB shall cooperate with City to ensure a smooth transition and completion of the Work. Without limiting the generality of the foregoing, CVB shall promptly, but not more than sixty (60) days following termination, turn over to City without charge all unspent Hotel Tax Revenue as well as all other City contributed revenue funds, including balance of reserve fund, and all property purchased with Hotel Tax Revenue or City provided funds and upon request shall assign to City all contracts, rights and claims relating to the Work. Termination of this Agreement shall not impair the rights of City under state law, articles of incorporation or bylaws of CVB or under any other contract between City and CVB.

12. Contract Administration

This Agreement shall be administered by City through the City Manager or designee, and all communications from CVB to City concerning this Agreement and the Work shall be directed to the City Manager or designee, unless otherwise specified herein or in CVB Bylaws. CVB shall deliver to the City Manager simultaneously a copy of any notice required by this Agreement or such bylaws to be delivered to another City official.

13. Miscellaneous

This Agreement may not be amended without written consent of the parties. This Agreement is for the benefit of City and CVB only and no other party may seek to

enforce it or assert any rights under it. CVB may not assign this Agreement without the prior written consent of City. Delay by a party in enforcing, or failure by such party to enforce, a right under this Agreement shall not be deemed a waiver of the same. A waiver of party's rights shall be effective only if in writing and shall be limited to the single event or occurrence specified. This Agreement may be executed in one or more counterparts. This Agreement, including its exhibits, attachments, and applicable City-approved Marketing Plans and Budgets, represents the entire agreement between the parties regarding the subject matter hereof, and there are no other representations, understandings, or agreements between the parties relative to such subject matter.

14. Articles of Incorporation/Bylaws

City shall have the right to approve any proposed changes to CVB Articles of Incorporation or Bylaws.

In Witness Whereof, the City of Nacogdoches and the Nacogdoches Convention and Visitors Bureau have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date specified below:

CITY OF NACOGDOCHES, TEXAS

Signature: _____

Print Name: Jimmy Mize

Title: Mayor

Date: _____

NACOGDOCHES CONVENTION AND VISITORS BUREAU

Signature: _____

Print Name: SHERRY MORGAN

Title: Executive Director

Date: _____



City Council Meeting

Date: September 21, 2021

Agenda Item: 7.A.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Receive annual report from Keep Nacogdoches Beautiful. (Community Services Director and Ashley Villarreal, KNB Director)

SUMMARY/BACKGROUND: The City of Nacogdoches and Keep Nacogdoches Beautiful (KNB) entered into an agreement on October 1, 2020 for a one year term whereby KNB will provide necessary staff, volunteer support, and technical and education expertise to further recycling programs and beautification within the City. As part of the agreement KNB will provide the City with an annual report concerning KNB's budget, accomplishments and efforts regarding general recycling and beautification.

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: Brian Bray, Community Services Director
brayb@nactx.us
936-559-2935

ATTACHMENTS: 1. KNB Overview 2020-2021



KNB

KEEP NACOGDOCHES BEAUTIFUL

KEEP NACOGDOCHES BEAUTIFUL MISSION:

Enhancing the community by encouraging individual responsibility in the areas of litter prevention, waste reduction and beautification

- Even during such challenging times, the annual funding received from the City of Nacogdoches has allowed Keep Nacogdoches Beautiful to continue fulfilling our Mission.
- KNB's partnership with The City includes:
 - Providing volunteers for city events
 - Ongoing beautification efforts
 - Promotion of available recycling programs
 - Educate the community on source reduction, litter abatement and illegal dumping

KEEP NACOGDOCHES BEAUTIFUL VOLUNTEER BOARD OF DIRECTORS



- | | |
|------------------|--------------|
| • BRIAN BRAY | CHAIRMAN |
| • TYRONE CURL | VICE CHAIR |
| • MEGAN BRIDGES | TREASURER |
| • BRANDI DEROUEN | SECRETARY |
| • MELODY DIVEN | BOARD MEMBER |
| • SARAH FULLER | BOARD MEMBER |
| • JILL MILEM | BOARD MEMBER |
| • ALEX RANC | BOARD MEMBER |
| • JANA REDFIELD | BOARD MEMBER |
| • DAWN STOVER | BOARD MEMBER |
| • STEVEN WHITMAN | BOARD MEMBER |

KEEP NACOGDOCHES BEAUTIFUL COMMUNITY PARTNERS

- CITY OF NACOGDOCHES
- PAL
- COOK TIRE
- C. L. SIMON RECREATION CENTER
- JUDY B. McDONALD PUBLIC LIBRARY
- NACOGDOCHES CHAMBER OF COMMERCE
- NACOGDOCHES HIGH SCHOOL FFA
- SFA FORESTRY
- BOY SCOUTS

KEEP NACOGDOCHES BEAUTIFUL

2020-2021 EVENTS

- **TechCycle**
- **Adopt A Highway**
- **SFA's MLK Day of Service**
- **Lanana Creek Clean Up**
- **SFA's The Big Event**
- **Tire Recycle Day**
- **Landscape Leadership Award**
- **Festival Litter Management**
- **Litter Tool Lending Program**

KEEP NACOGDOCHES BEAUTIFUL TECHCYCLE



- Partner with STS Electronics in Jacksonville to collect recyclable electronics
- Schedule events throughout the year that is open and free to the public
- Reduces illegal dumping and the number of items going to landfill



ADOPT A HIGHWAY



- ***DON'T MESS WITH TEXAS*** Campaign
- Quarterly litter cleanup for designated site on Loop 224
- Next clean up is September 25th



MLK DAY OF SERVICE

- **MLK Day of Service is an event put together by SFA where student volunteers are assigned to different service projects throughout the community**
- **KNB had 6 service projects in 2021**
 - **Brooks Quinn Jones Campus Clean Up**
 - **EJ Campbell Campus Clean Up**
 - **Robert McCrimmon Park Clean Up**
 - **Temple Spray Park Clean Up**
 - **Adopt A Highway**
 - **TechCycle Collection**





Lanana Creek Clean Up

- In honor of World Water Day KNB gathered volunteers to pick up litter within and on the banks of Lanana Creek
- 36 volunteers were split into four groups and went to different locations of the creek
- About 500 lbs. of trash was collected



SFA's The BIG Event

- The BIG Event is an event put together by SFA where student volunteers are assigned to different service projects throughout the community
- KNB had 3 service projects in 2021
 - Pollinator Garden at Railroad Depot
 - Adopt A Highway
 - TechCycle Collection



Earth Day at Pecan Park



- In April KNB participated in the library's Earth Day event
- KNB set up educational activities for youth
 - “Life Cycle of a Seed” coloring sheets
 - Take home bean starter seeds
 - Litter pick up game



Tire Recycle Day



- In May we held our first tire recycle event
- We partnered with The City of Nacogdoches and Cook Tire
- We were able to collect over 100 tires
- This kept these tires from being illegally dumped and out of our landfills



KEEP NACOGDOCHES BEAUTIFUL LANDSCAPE LEADERSHIP AWARD

- Presented to businesses and community members to recognize beautification efforts
- 2020 winner was The Taliesin Apartments



KEEP NACOGDOCHES BEAUTIFUL FESTIVAL LITTER ABATEMENT



- **KNB volunteers provide litter abatement services for the Texas Blueberry Festival and the Nine Flags Festival**
- **30 volunteers collected 19,200 lbs. of litter during the the 2021 Blueberry Festival**



Keep Nacogdoches Beautiful would like to thank the City of Nacogdoches Staff and City Council for supporting our organization and we are looking forward to continuing this partnership in the future.



City Council Meeting

Date: September 21, 2021

Agenda Item: 7.B.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider approval of an agreement between the City of Nacogdoches and Keep Nacogdoches Beautiful for essential services. (Community Services Director)

SUMMARY/BACKGROUND: The City of Nacogdoches and Keep Nacogdoches Beautiful (KNB) entered into an agreement on October 1, 2020 for a one-year term whereby KNB will provide necessary staff, volunteer support, and technical and education expertise to further recycling programs and beautification within the City. If the City Council approves the renewal of the agreement for an additional one-year term, the City would agree to collect and distribute to KNB all donations made to KNB on City sanitation and water bills and to supplement the above stated donations in the amount of \$2,000 per month.

KNB will remain an independent contractor and provide indemnification to the City. KNB will maintain appropriate policies of insurance naming the City as an additional insured, maintain complete and accurate books and records of activities, and make same available to the City for review at any time. KNB will provide the City with an annual report concerning KNB's budget, accomplishments and efforts regarding general recycling and beautification.

If renewed, the contract term will be for an additional 12 months beginning October 1, 2021 and ending on September 30, 2022.

FINANCIAL:

Item is budgeted:

Account No.: 31.75.630.99

Account Name: *KNB Services*

Amount: \$2,000 per month

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

Not Applicable

CITY CONTACT: Brian Bray, Community Services Director
brayb@nactx.us
936-559-2935

ATTACHMENTS: 1. Keep Nacogdoches Beautiful Contract

AGREEMENT BY AND BETWEEN THE CITY OF NACOGDOCHES AND KEEP NACOGDOCHES BEAUTIFUL

THIS AGREEMENT, hereinafter referred to as “AGREEMENT” is entered into by and between the City of Nacogdoches, a home-rule municipality, hereinafter referred to as “CITY” and Keep Nacogdoches Beautiful, hereinafter referred to as “KNB,” pertaining to the furnishing of essential services and the accomplishment of a public purpose in accordance with the terms and provisions set forth herein.

1. Term

This Agreement shall be effective and binding upon the parties beginning the 1st day of October, 2021, and shall remain in effect until the 30th day of September, 2022, subject to early termination as described below.

Either party may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days’ written notice to the other party of said termination. Such right to terminate this Agreement shall be without prejudice to other legal and equitable rights of the parties.

2. Statement of Work and Obligations of KNB

The CITY is desirous of KNB providing necessary staff, volunteer support, and technical and educational expertise to further recycling programs of the CITY. Additionally, it is also the goal of this Agreement that KNB will further enhance beautification of the CITY. Specifically, KNB will provide essential services and satisfy the provision of requested reports related to same as set forth below:

- a) Plan, promote and conduct recycling efforts for the city;
- b) Plan, promote and conduct activities which promote the general beautification of the City;
- c) Plan, promote and conduct educational activities for the general public in furtherance of recycling and beautification efforts;
- d) No later than the 15th day of June each year, or at such other date approved by the City Manager of the CITY, KNB shall provide the CITY an annual report detailing efforts and accomplishments of KNB regarding general recycling and beautification efforts conducted by KNB within the CITY. Said report shall also provide budgetary information as it pertains to monies received from the CITY. Upon reasonable notice, KNB shall also be responsible for providing special reports to the CITY as required by the City Manager; and
- e) KNB shall maintain complete and accurate books and records of activities and finances which CITY may fully review at any time upon reasonable notice. Financial records shall be maintained on a regular basis in accordance with generally accepted accounting principles, subject to variations as are required by state and federal law, and as are agreed to in writing by CITY.

3. Obligations of CITY

In return for KNB providing the above-stated essential services and activities for the CITY, the CITY agrees to following:

- 1) Collect and distribute to KNB all donations made to KNB on CITY sanitation bills; and
- 2) CITY will supplement above-mentioned sanitation bill donations in the amount of \$2,000 per month.

Termination of this Agreement shall immediately extinguish any and all financial obligations of the CITY to KNB.

4. Independent Contractor

KNB is an independent entity, and the relationship between KNB and CITY is and shall remain that of independent contractors. CITY is not and shall not be liable for any of KNB's debts or obligations, including any operating deficit that may arise. KNB shall not hold itself out as an agent of CITY, nor in any way purport to bind CITY with respect to any contract or other obligation.

5. Indemnification

KNB shall defend, indemnify and hold harmless the City and its officer, agents, employees, representatives, contractors, assignees and/or designees from any and all liability, claims, demands, or suits and all related costs, attorney fees, and expenses arising out of or resulting from any acts or omissions of KNB or its agents, employees, contractors, subcontractors or suppliers in the execution or performance of the contract. The defense shall be coordinated with the City Attorney when the City is a named defendant in any lawsuit and the KNB may not agree to any settlement without first obtaining the concurrence of the City Attorney. KNB and the City agree to furnish timely written notice to each other of any such claim.

It is recognized KNB is solely and completely in charge of its operations and actions and that any specifications and/or requirements of the CITY are solely directed at assuring value to CITY for its payments in partial support of the operational costs of KNB.

6. Insurance

KNB shall carry insurance in the following types and amounts for the duration of this Agreement and shall furnish City Manager with Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence thereof for the following types and limits of insurance coverage:

- a) Statutory workers' compensation and employers' liability coverage with minimum policy limits for employers' liability of \$100,000 bodily injury to each accident, \$500,000 bodily injury by disease policy limit, and \$100,000 bodily injury by disease each employee;
- b) Commercial general liability insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000. The policy shall provide contractual liability coverage for liability assumed under this contract, products and completed operations coverage and independent contractors coverage; and
- c) Business automobile liability insurance for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability.

KNB shall not commence work under this Agreement until it has obtained all required insurance and the City Manager's office has been provided documentation acceptable to the City of such insurance coverage. Required insurance shall be written by company licensed to do business in the State of Texas at the time the policy is issued. In any event, Company must be rated A.M. Best at B+VII or better and acceptable to City. KNB shall produce an endorsement to each affected liability policy that names City as additional insured (except workers' compensation), with the right of subrogation against City waived and obligates insurance company to notify City at following address, of any non-renewal, cancellation or material changes to the policy, at least thirty (30) calendar days before change or cancellation.

City of Nacogdoches
City Manager
202 East Pilar Street
Nacogdoches, Texas 75961

7. Applicable Law

Claims by or against the parties shall be governed by the Texas Tort Claims Act or other appropriate statutes, ordinances, or laws of the State of Texas.

8. Non-Waiver

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

9. Venue

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

10. Miscellaneous

This Agreement may not be amended without written consent of the parties. This Agreement is for the benefit of the CITY and KNB only, and no other party may seek to enforce it or assert any rights under it. KNB may not assign this Agreement without the prior written consent of CITY. Delay by a party in enforcing, or failure by such party to enforce, a right under this Agreement shall not be deemed a waiver of the same. A waiver of party's rights shall be effective only in writing and should be limited to the single event or occurrence specified. This Agreement represents the entire agreement between the parties regarding the subject matter hereof, and there are no other representations, understandings, or agreements between the parties relative to such subject matter.

In Witness Whereof, the City of Nacogdoches and Keep Nacogdoches Beautiful have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date specified below:

CITY OF NACOGDOCHES, TEXAS

KEEP NACOGDOCHES BEAUTIFUL

Signature By: _____
Print Name: Mario Canizares
Title: City Manager
Date: _____

Signature By: _____
Print Name: Brian Bray
Title: Chair, Keep Nacogdoches Beautiful
Date: _____

Approved as to form:

Steven Kirkland, City Attorney



City Council Meeting

Date: September 21, 2021

Agenda Item: 7.C.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Receive annual report from the Boys and Girls Club of Deep East Texas.
(Community Services Director and Steve Davidson, Boys and Girls Club President)

SUMMARY/BACKGROUND: The provision of the above stated report is in accordance with the contract between the City of Nacogdoches and the Boys and Girls Club of Nacogdoches for the provision of necessary facilities, supplies, qualified staff and volunteer support for a year round indoor swimming facility for Nacogdoches citizens, which the City deems to be a basic recreational service. In return for providing these services, the City pays \$70,000 annually (in 12 monthly installments) to the Boys and Girls Club.

FINANCIAL:

Item is budgeted:

Account No.: 01.75.630.98

Account Name: *General Fund Non-Departmental*

Amount: \$70,000 in 12 monthly installments

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

Not Applicable

CITY CONTACT: Brian Bray, Community Services Director
brayb@nactx.us
936-559-2935

ATTACHMENTS: 1. Presentation for City Council 9212021



Boys & Girls Clubs of Deep East Texas

NACOGDOCHES CITY COUNCIL PRESENTATION

TUESDAY SEPTEMBER 21, 2021

5:30 P.M.



The Boys & Girls Clubs of Deep East Texas, the City of Nacogdoches and the Nacogdoches Independent School District entered in to an agreement to build an aquatics center in 1998. After a capital campaign and a lead gift from the Lehmann family, the center opened in 2000.



The Aquatics center serves a number of roles in the community.

- Used by the children who are members of the Boys & Girls Club
- Used by Nacogdoches Independent School District Swim Team
 - High School and Middle School
- Used by the Citizens of the City of Nacogdoches
 - General Swim – 3 times a day for 1-3 hour time slots – M – F
 - General Swim – 2 hours on Saturdays/Closed Sundays
 - Available for Rental by any Resident residing in Nacogdoches
- Lifeguard Training
- General CPR Classes
- Swim Lessons – Youth and Adults
- Collaboration with local Boy Scout troops
- Water Aerobics

Statistical Numbers of Pool Usage

General Open/Lap Swim

- Hours offered = 1500 Hours over the School-Year and Summer
- Total Patrons attending = 4445
 - 2034 Adults
 - 2411 Youth

Other Youth Served

Swim Team = 192 Participants

Swim Lessons = 324 Participants

Birthday Parties = 4 total party guests = 68

Boys & Girls Club General Information

- Total Membership – 941
 - School Year Members
 - 176
 - Summer Members
 - 150
 - Sports Programs
 - Football
 - No Football offered in 2020
 - Gymnastics
 - 185

Club Hours

- School Year – Monday – Friday 3:00 – 7:00 p.m.
- Summer Months – Monday – Friday 8:00 a.m. – 5:00 p.m.

Covid Related Club Closure

- Started March 16 – Club, Pool and Nibco Center Closed
 - Activities provided were via Zoom, Remote Learning, and Websites
 - Wellness Calls to Families
 - Meals Provided via Grab and Go System
- Club and Pool reopened on June 1
 - Procedures reviewed with Brian Bray and Chief Kipplinger
- Nibco Facility Reopened on July 1
- Through the School Year and in to the Summer 2021
 - No related cases of Covid 19 amongst Staff or Members

Membership Demographics

- Boys 40% Girls 60%
- Ages
 - Under 12 Years Old – 80%
 - Over 13 Years Old – 20%
- Ethnicity
 - Caucasian – 43%
 - African American – 29%
 - Hispanic - 16%
 - Multiple Races – 12%

- Family Breakdown
 - Both Parents – 52%
 - Single Parent – 48%
- Meals Provided to Member
 - 29,575 – School Year
 - 15,540 - Summer
 - 45,115 - Total Meals in 2020-2021
- Total Market Penetration of the Boys & Girls Club
 - Total Members – 941
 - Total NISD Students – 6,300
 - % of members/NISD students – 15%
 - Penetration Rating of 1 out of every 7 children

Revenue Streams

- Donations and Annual Campaign
- Fundraising Efforts
- Grants and Foundations
- Annual Contracts
- Membership Fees and Dues
- PPP Loan



2020	2021
18%	1%
32%	10%
22%	16%
14%	24%
14%	20%
	14%



City Council Meeting

Date: September 21, 2021

Agenda Item: 7.D.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider approval of an agreement between the City of Nacogdoches and the Boys and Girls Club of Nacogdoches for essential services. (Community Services Director)

SUMMARY/BACKGROUND: The Boys and Girls Club of Deep East Texas provides necessary facilities, supplies, qualified staff and volunteer support for a year round indoor swimming facility for Nacogdoches citizens, which the City deems to be a basic recreational service. The current agreement will expire on September 30, 2021. In return for the provision of these services to the citizens, the City of Nacogdoches pays \$70,000 annually (in 12 monthly installments) to the Boys and Girls Club of Deep East Texas.

If renewed, the contract term will be for an additional 12 months beginning October 1, 2021 and ending on September 30, 2022.

FINANCIAL:

Item is budgeted:

Account No.: 01.75.630.98

Account Name: *General Fund Non-Departmental BNG Club Expense*

Amount: \$70,000 annually in 12 monthly installments

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

Not Applicable

CITY CONTACT: Brian Bray, Community Services Director
brayb@nactx.us
936-559-2935

ATTACHMENTS: 1. Boys & Girls Club Agreement.2021

AGREEMENT - BOYS AND GIRLS CLUBS OF DEEP EAST TEXAS

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made and hereby deemed to be effective as of the 1st day of October, 2021, by and between the City of Nacogdoches, a home rule municipality, hereinafter referred to as “City,” and the Boys and Girls Clubs of Deep East Texas, hereinafter referred to as the “Club,” pertaining to the furnishing of essential services which constitute a public purpose in accordance with the terms and provisions set forth herein. This agreement supersedes any and all prior agreements, both oral and written, entered into by and between the City and the Club regarding the recreational facilities and services set forth herein.

I.

The City wishes the Club to provide the necessary facilities, supplies, qualified staff and volunteer support to provide certain recreational facilities, including but not limited to, a year round indoor swimming facility for the citizens of the City of Nacogdoches which the City deems to be a basic recreational service. The Club shall provide the following essential facilities, supplies, staffing, services and activities to the general public as follows:

1. Pool Facilities

The Club will provide and maintain at all times during the term of this agreement at its sole expense and in first class, good and workman like manner and condition a swimming pool and covering facility substantially in conformity with the Club's Indoor Swimming Pool (the "pool") currently in existence as of the date of this agreement. The pool, bleachers and related matters currently in existence and maintained by the Club as of the date of this Agreement shall be housed within an adequate structure to make the pool an indoor facility unaffected by seasonal weather changes.

The Club will also make available as accessory uses paved and striped parking, restrooms, seating facilities, registration area, emergency phones and the like reasonably necessary to the use and enjoyment of the pool by the public. The Club shall also furnish and apply all necessary chemicals and perform other maintenance and treatment of the pool to keep it safe for human use and within recognized chemical tolerances.

The Club will heat and/or cool the structure and/or pool to provide comfortable and appropriate year round temperatures for the pool and interior of the structure.

2. **Pool Staffing**

The Club shall provide adequate numbers of properly trained staff to operate the pool and structure and allow the public safe and comfortable use of the pool and structure. Such staff shall include at a minimum:

1. an Aquatics Coordinator;
2. adequate numbers of lifeguards properly trained and certified to perform their functions; and
3. maintenance staff as needed.

Adequate lifeguards and other staff deemed necessary by the Club shall be on duty at all times members of the public are using the facility and/or pool. This shall not require any particular staffing when private uses of the pool are made, such private uses including without limitation the Nacogdoches High School Swim Program, Summer Swim Program, Boys & Girls Club Swim Program, Ambush Swim Team, and the Sr. Masters Swim Program (all sometimes collectively referred to as “private uses”).

3. **Pool Operation**

The pool and facility shall generally be open year round with reasonable exceptions for holidays, maintenance and certain hours of the day when usage is minimal. The Club estimates that total approximate annual hours of operation will be 3,200 hours of which public use by citizens of the City will be approximately 1,500 hours per year.

Public usage of the pool and facility will be as follows:

School Year

Monday thru Friday	5:00 A.M. – 6:00 A.M. 11 A.M. - 2:00 P.M. 6:45 P.M. – 8:15 P.M.
Saturdays	12:00 P.M. - 2:00 P.M.

Summer Program

Monday thru Friday	5:00 A.M. - 7:00 A.M. 11:00 A.M. - 2:00 P.M. 6:00 P.M. - 8:00 P.M.
Saturdays	12:00 P.M. - 2:00 P.M.

Changes to the length, time of day and day of the week for public usage shall be made only with the consent of the City, such consent not to be unreasonably withheld. Recognizing that the foregoing schedule will be publicized and relied on by the public, the Club agrees to inform the City at least seven (7) days in advance of any deviations from the schedule due to swim meets, specialized classes, private parties and the like. The Club shall inform the City within twenty-four (24) hours of an unforeseen interruption of scheduled services and of injuries during public use requiring professional medical attention. The Club shall inform the City one (1) month in advance of holiday closings and scheduled substantial maintenance requiring closure of the pool.

4. **Facilities Provided in Support of After School Programs**

In addition to the provision of the above described swimming pool, the Club will make available other Club facilities, to include necessary support personnel, supplies and transportation, required for the provision of an After School Program benefitting the youth of the City.

Said Program will be available as follows:

Monday thru Friday during the school year	3:00 P.M. – 7:00 P.M.
--	-----------------------

Monday thru Friday during the summer months	8:00 A.M. - 5:00 P.M.
--	-----------------------

5. **Miscellaneous**

(1) The Club shall create, maintain and provide on request of the City a list of actual hours of public use of the pool.

(2) Any charges to the public for public use shall be presented to the City for prior approval, not to be unreasonably withheld. See Attachment A.

(3) The Club, in keeping with its purpose and history, shall not discriminate on account of race, sex, creed, age, national origin or any other impermissible basis.

(4) It is recognized that the Club is solely and completely in charge of the construction, use and operation of the pool and other provided facilities, the specifications and requirements of the City being solely directed at assuring value to the City for its payments in partial support of the operational costs of the pool and other provided facilities.

(5) No later than June 15 of each year or at such other date approved by the City Manager of the City, the Club shall provide a report to the City's Council containing detailed information concerning pool attendance data and general pool uses, as well as attendance and usage of other provided facilities. Additionally, the above mentioned report shall provide estimates of public

attendance at all Club sponsored functions as well as a general financial report regarding overall club functions.

II.

The period of this agreement shall commence on the 1st day of October, 2021, and continue for a period of twelve (12) months from said date and ending at midnight on the 30th day of September, 2022, subject to early termination as described below. In return for the Club providing the above described facilities and services the City agrees to pay as follows:

Seventy Thousand and No/100 Dollars (\$70,000.00) per year, such amount to be prorated to reflect the actual portion of the City's fiscal year which the pool and other provided facilities will be open for public use. In the event of termination of this agreement within a fiscal year, the Club will prorata reimburse the City for that fraction of the payment attributable to months of the fiscal year following the date of termination.

This agreement shall automatically renew and continue in force on an annual basis, unless either party to this agreement notifies the other party in writing more than sixty (60) days prior to the end of the annual period of its desire to not renew the agreement or by other provisions set forth in this agreement.

III.

Either party may terminate this agreement by written notice to the other party if such other party breaches any of its obligations hereunder and does not cure such breach within thirty (30) days after receiving written demand from the other party specifying the breach in question and demanding it be cured. Such right to terminate this agreement shall be without prejudice to the other legal and equitable rights of the parties.

This agreement shall not be construed as creating a debt on behalf of the City in violation of Article III, Section 49a of the Texas Constitution. The club acknowledges that this agreement is subject to termination by the City, either in whole or in part, subject to the appropriation of funds by City Council. If funds are not appropriated or become unavailable, this agreement may be terminated without notice and the City will not be liable to the Club for any damages that may result.

IV.

Venue of any action brought on or under this agreement shall lie exclusively in Nacogdoches County, Texas, and time is of the essence in this agreement and it is binding on the parties hereto, their successors and assigns.

The Club shall defend, indemnify and hold harmless the City and its officer, agents,

employees, representatives, contractors, assignees and/or designees from any and all liability, claims, demands, or suits and all related costs, attorney fees, and expenses arising out of or resulting from any acts or omissions of the Club or its agents, employees, contractors, subcontractors or suppliers in the execution or performance of the contract. The defense shall be coordinated with the City Attorney when the City is a named defendant in any lawsuit and the Club may not agree to any settlement without first obtaining the concurrence of the City Attorney. The Club and the City agree to furnish timely written notice to each other of any such claim.

V.

Insurance. The Club shall carry insurance in the following types and amounts for the duration of this Agreement and shall furnish City Manager with Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence thereof for the following types and limits of insurance coverage:

- a) Statutory workers' compensation and employers' liability coverage with minimum policy limits for employers' liability of \$100,000 bodily injury to each accident, \$500,000 bodily injury by disease policy limit, and \$100,000 bodily injury by disease each employee;
- b) Commercial general liability insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000. The policy shall provide contractual liability coverage for liability assumed under this contract, products and completed operations coverage and independent contractors coverage; and
- c) Business automobile liability insurance for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability.

Required insurance shall be written by company licensed to do business in the State of Texas at the time the policy is issued. In any event, Company must be rated A.M. Best at B+VII or better and acceptable to City. The Club shall produce an endorsement to each affected liability policy that names City as additional insured (except workers' compensation), with the right of subrogation against City waived and obligates insurance company to notify City at following address, of any non-renewal, cancellation or material changes to the policy, at least thirty (30) calendar days before change or cancellation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and appropriate officials on this 21st day of September, 2021, to be effective on the date for the terms herein provided.

THE CITY OF NACOGDOCHES, TEXAS

BY: _____
Mario Canizares, City Manager

BOYS & GIRLS CLUBS OF DEEP EAST TEXAS

BY: _____
Steven Davidson, President/CEO

APPROVED AS TO FORM:

Steven Kirkland, City Attorney

PRESENTER: Alaina Helton, City Planner

ITEM/SUBJECT: Public Hearing: Consider an ordinance amending the boundaries of a zoning district within the City of Nacogdoches from R-4, Multi Family to PD, Planned Development and adoption of a Development Plan for Lot 12-A, City Block 40, located at 813 N. Mound Street. This request has been submitted by Robin Miller of Hettie Legg & Associates, LLC. Case File PD2021-03. (Planning Director)

SUMMARY/BACKGROUND: (This PD request does *not* include 817 N. Mound St. as advertised)

The request is for approval of a Development Plan for a Planned Development (PD) District for approximately 0.5 acre of land located at 813 N. Mound Street . The Planned Development zoning district is intended to provide greater flexibility in land use, density, and other regulations, and more closely reflect special conditions of development sites in a manner which is consistent with the comprehensive plan and community objectives.

The applicant owns the subject property, which is currently developed as multifamily apartments. The applicant also owns the lot located immediately to the north at 817 N. Mound Street, where they currently operate a medical office facility. The medical facility currently operates a speech, occupational and physical therapy clinic, with a team of 17 licensed therapists who provide approximately 430 hours of therapy a week to patients of all ages. Their hours are generally from 8:00 a.m. - 6:30 p.m. Monday through Friday.

The applicant has stated that due to a growing number of clients, they have exceeded the capacity of their current building, and proposes to remodel the existing four-plex apartment located at 813 N. Mound with additional medical offices as an expansion of their existing facility. This site is adjacent to their existing building at 817 N. Mound, The remodel will include a gym and 10 professional offices and a breezeway to connect the two buildings. The applicant has stated that the exterior of the new offices will be updated with trim and paint.

The applicant also proposes to enlarge and resurface the existing parking area at 813 N. Mound St. to accommodate additional parking needs. The applicant will also plant trees along the street frontage of 813 N. Mound to comply with current commercial district landscaping requirements.

The applicant has constructed a privacy fence along the west side of 817 N. Mound and the north side of 813 N. Mound (as indicated on the attached PD Exhibit). The applicant also proposes to repair, replace, and maintain the existing fence located along the south side of 813 N. Mound as needed, and preserve the existing trees located between the fence and N. Mound Street as shown on the PD Exhibit. There is also a section of fence that was recently constructed along the west side of 813 N. Mound Street, by an adjacent property owner, which the applicant is not proposing to maintain.

The second building at 813 N. Mound will continue to be used as storage, apartments, or professional offices. All development and redevelopment will be restricted to the two (2) existing

buildings at 813 N. Mound St. No new buildings or expansions of existing buildings will be permitted, and all improvements will be subject to the development standards of the MD, Medical zoning district. To mitigate the concerns raised by neighbors regarding the land uses permitted under the Medical zoning district, the applicant proposes to eliminate the following uses that would be permitted on the property:

- Retail or Convenience Store with Gasoline
- Service Station
- Hotel or Motel
- Health Club or Studio

Adjacent Land Use & Zoning

The subject property is zoned R-4, Multi-Family and is currently vacant. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North	Central City Mixed Use	M, Medical	Medical Office & Single Family
South	Central City Mixed Use	R-4, Multi-Family	Single Family
East (across N. Mound St.)	Central City Mixed Use	R-4, Multi-Family	Duplex & Multi-Family
West	Central City Mixed Use	R-4, Multi-Family	Single Family

The area includes a mix of zoning, including R-4 Multi Family to the east, west and south, and M, Medical directly to the north. Surrounding land uses include medical offices, duplex, multi-family, and single family. The Planned Development is compatible with the zoning in the area and should not adversely impact the adjacent land uses.

Future Land Use

The 2003 Nacogdoches Comprehensive Plan, the Future Land Use Plan designates the property and the surrounding area as Central City Mixed Use, which is described as the, *Central core of the City, in and around the traditional downtown, where a mix of retail, office, residential and public uses is permitted and encouraged subject to development and compatibility standards.*

The proposed Planned Development zoning district is in line with the land uses described in the Central Mixed Use Future Land Use designation, and will contribute to the existing mix of office, residential, and public uses in the area.

REVIEW CRITERIA: Per Section 118.392 of the Nacogdoches Code of Ordinances, Based upon the concept plan or development plan, the following conditions shall be considered when reviewing a development plan:

a. The development plan generally is consistent with the approved concept plan and the

standards and conditions set forth in the adopting ordinance.

The developer has opted to submit a development plan in substitution for a concept plan in conjunction with this application for establishment of the planned development district.

b. The plan provides for a compatible arrangement of buildings and land uses within the project.

All development and redevelopment will be restricted to the two (2) existing buildings at 813 N. Mound St. No new buildings or expansions of existing buildings will be permitted and all improvements will be subject to the develop standards of the MD, Medical zoning district. To mitigate the concerns raised by neighbors regarding the land uses permitted under the Medical zoning district, the applicant proposes to eliminate the following uses that would be permitted on the property:

- Retail or Convenience Store with Gasoline
- Service Station
- Hotel or Motel
- Health Club or Studio

Additionally, the applicant has constructed a privacy fence along the west side of 817 N. Mound and the north side of 813 N. Mound (as indicated on the attached PD Exhibit). The applicant also proposes to repair, replace, and maintain the existing fence located along the south side of 813 N. Mound as needed, and preserve the existing trees located between the fence and N. Mound Street as shown on the PD Exhibit.

c. The general plan for traffic circulation and pedestrians provides for adequate and safe circulation inside and external to the development, consistent with the adopted thoroughfare plan.

The subject property takes direct access from North Mound Street, designated as an Existing Major Collector on the City's Thoroughfare Plan, which functions as primary access for the office and higher density residential uses in the area. These streets are generally designed and intended to carry higher traffic volumes than local/residential streets, and can support the traffic generated by the proposed uses. The development will utilize the existing driveway on N. Mound Street, and no new driveways are proposed.

d. The general plan for accommodation of floodwaters and drainage is adequate.

The applicant proposes to resurface the existing parking lot, and all water runoff will be designed to drain to the public street. No additional impervious surface is proposed.

e. The plan does not adversely affect adjoining neighborhoods or properties outside the plan, taking into consideration proposed buffers.

The applicant has already constructed a privacy fence along the west side of 817 N. Mound and the north side of 813 N. Mound (as indicated on the attached PD Exhibit). The applicant proposed to repair, replace, and maintain the existing fence located along the south side of 813 N. Mound as needed, and preserve the existing trees located between the fence and N. Mound Street as shown on the PD Exhibit.

f. The amenities proposed in the development plan application, if any, are sufficient to justify increased densities or intensities on the site.

The applicant has already constructed a privacy fence along the west side of 817 N. Mound and the north side of 813 N. Mound (as indicated on the attached PD Exhibit). The applicant proposed to repair, replace, and maintain the existing fence located along the south side of 813

N. Mound as needed, and preserve the existing trees located between the fence and N. Mound Street as shown on the PD Exhibit.

g. The sequence of development and timing of the phases are consistent with the overall phasing of capital facilities intended to serve the site and with the city's overall growth.

There are no new structures proposed with this PD request.

Notices

Staff mailed 24 notices to property owners within the 200 foot notification area. Since the time of this report, Staff has received one (1) written response supporting the request, and one (1) verbal response opposing the request from property owners within the 200-foot notification area. Staff also received 13 letters in support of the request from members of the community outside of the notification area. This zoning application was also subject to the additional noticing practices approved by City Council in January, 2021. These include a zoning sign located on the subject property, notices posted on the City webpage and social media platforms, and courtesy notices mailed to property owners within 500 feet of the subject property. There is no active neighborhood association in this area.

Staff Recommendation

Based on the above findings, Staff recommends approval of the Development Plan for the PD District as proposed.

Planning & Zoning Commission Recommendation

This item was heard by the Planning & Zoning Commission on Monday, September 13th, where they recommended approval of the Development Plan for the PD District unanimously (4-0), with the following conditions:

1. The land uses permitted on the property will be limited to Multifamily Apartments, Storage, Medical Office and associated Speech, Occupational and Physical therapy services.
2. Repairs and replacements of the existing fence located along the south side of 813 N. Mound Street will comply with Zoning Ordinance *Section 118-429. - Commercial sites with residential adjacency* as it relates to minimum height for screening walls.

FINANCIAL:

No financial impact associated with this item

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

Economic Development

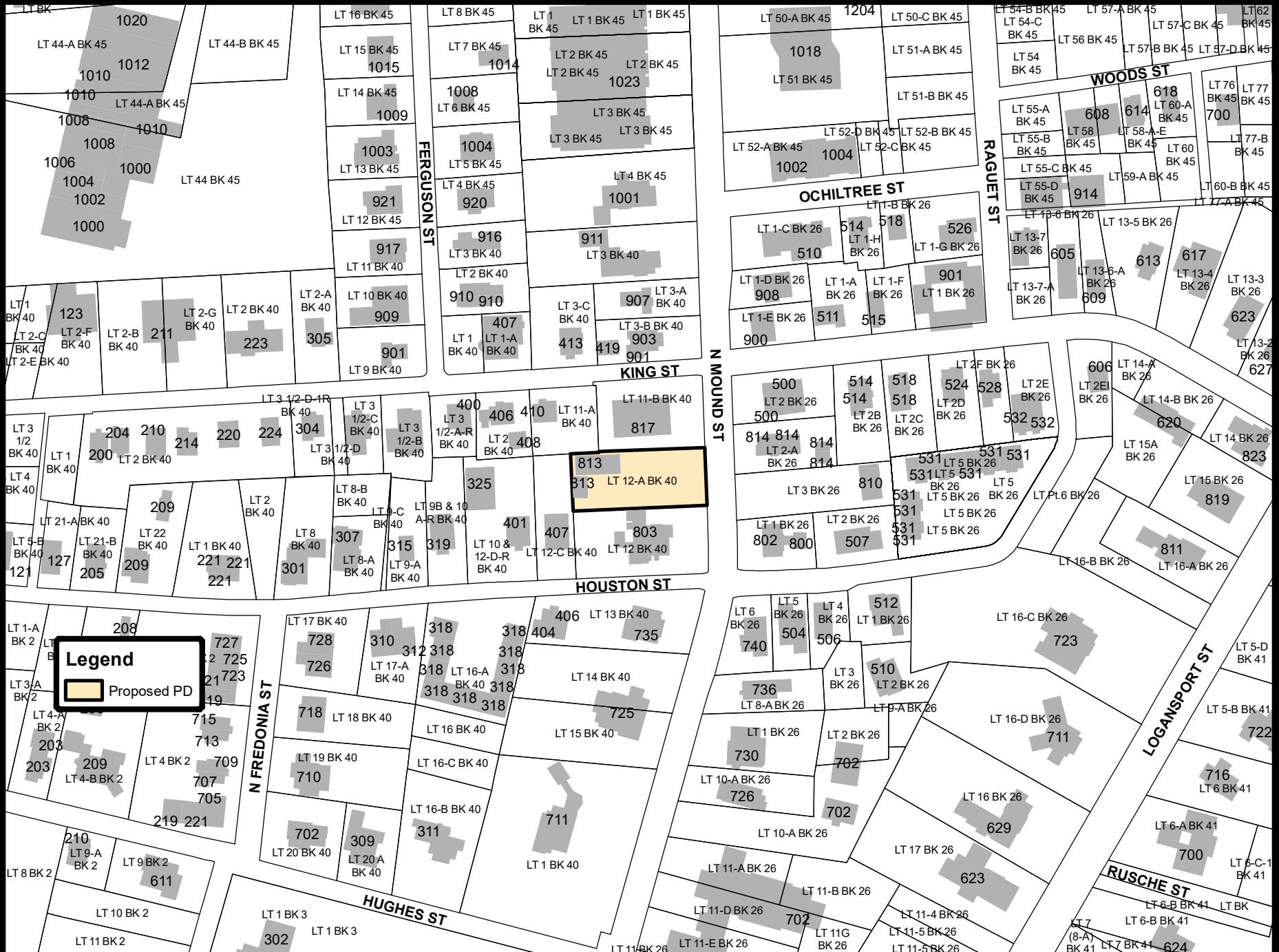
CITY CONTACT: Alaina Helton, AICP, Planning Director
heltona@nactx.us
936-559-2572

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Zoning Map
4. Future Land Use Map

5. Notification Map
6. Site Photos
7. PD Development Plan
8. PD Narrative
9. Response Letter from 200-Foot Notification Area
10. Response Letters from General Community
11. MD, Medical District Fact Sheet
12. Ordinance (As Presented)
13. Ordinance (P&Z Recommendation)

PD 2021-03



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



0 50 100 200 Feet

Date Created: September 2, 2020 Software: ArcGIS 10.8.1

PD 2021-03



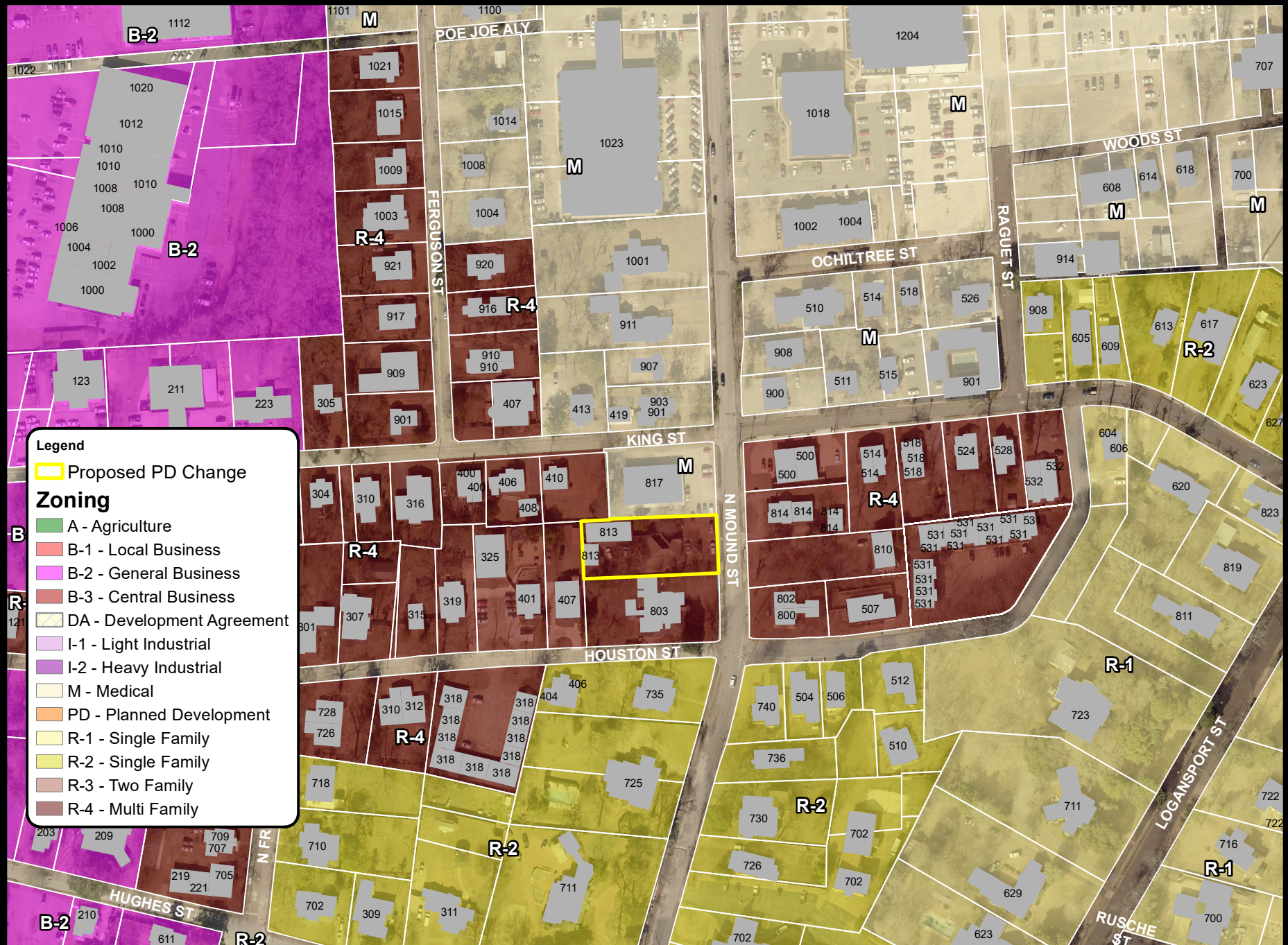
Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



0 50 100 200 Feet

Date Created: September 15, 2021 Software: ArcGIS 10.8.1

PD 2021-03

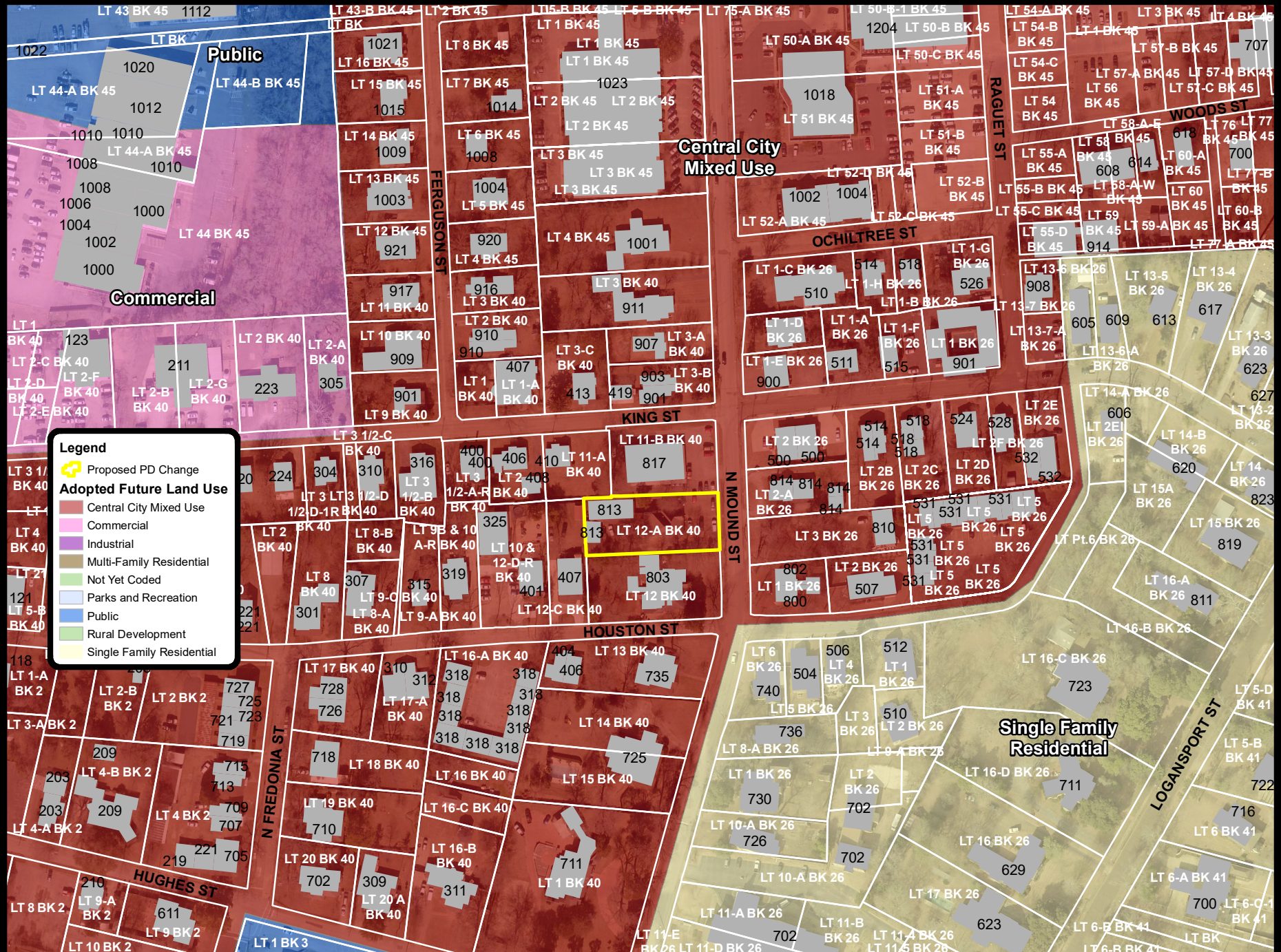


Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

0 55 110 220 Feet

Date Created: September 15, 2021 Software: ArcGIS 10.8.1

PD 2021-03



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



0 50 100 200 Feet

Date Created: September 15, 2021 Software: ArcGIS 10.8.1

200 Foot Notification Map

Legend



200 Foot Buffer



Proposed Planned Development



Commercial



Multi-Family



Duplex

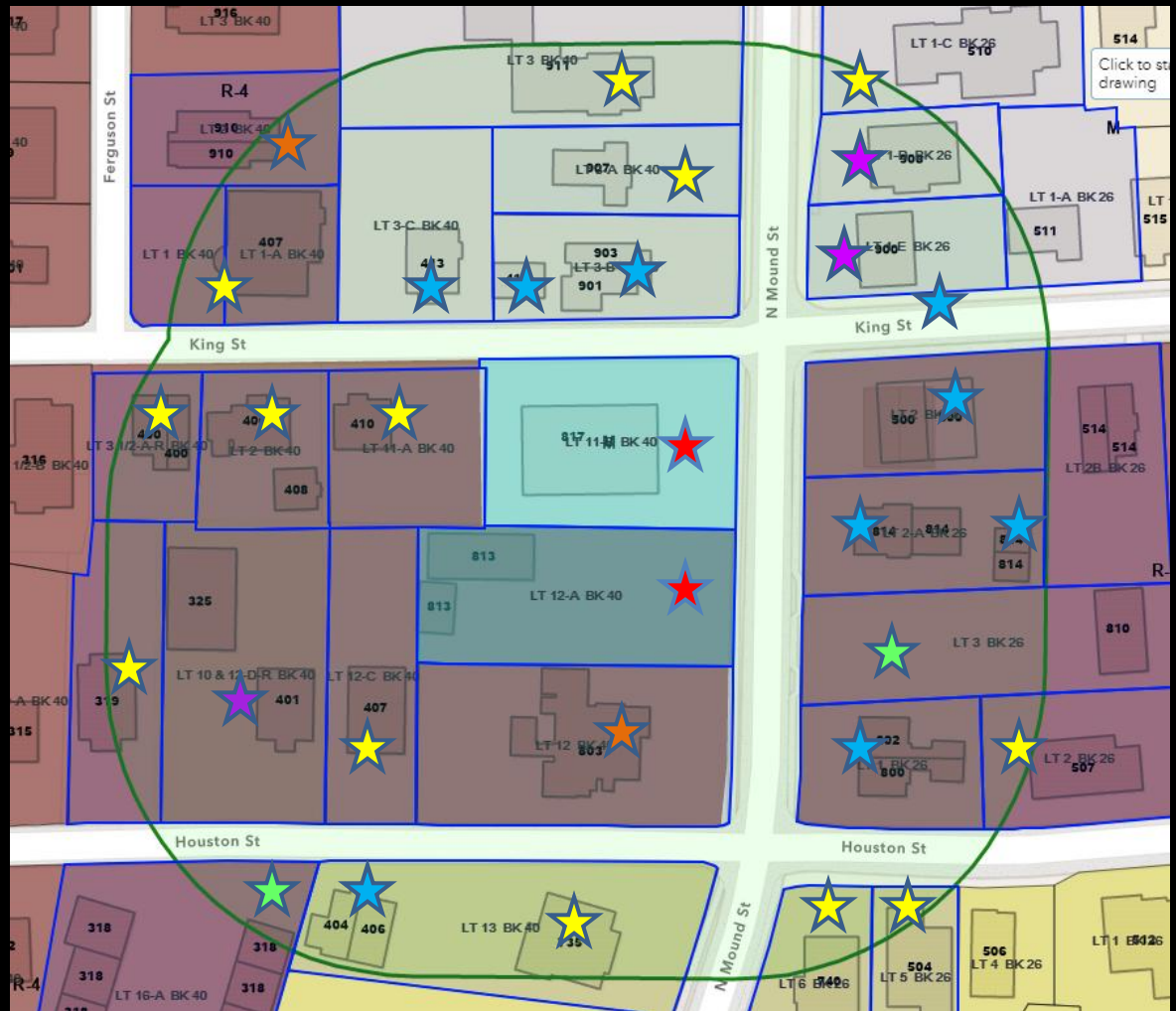


Single Family-Owner Occupied



Single Family-Renter Occupied

PD2021-03: 813 & 817 N. Mound St.



A photograph of a residential property. In the foreground, a white pickup truck is parked on the left, and a blue pickup truck is parked on the right. A dark wooden barn is in the center background. A sign in the foreground reads "NAC ONZIO LLC Notice of Zoning Action App. # 2019-001". The sign also includes the text "Public Hearing Notice" and "Public Hearing Date: 06/11/2019". The property is surrounded by trees and a clear blue sky.



Fence & Trees on south
side on 813 N. Mound



Fence on west side on
813 N. Mound



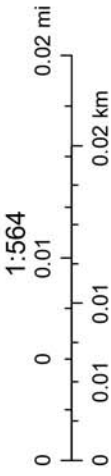
Fence west side on 817 N.
Mound



PD Exhibit - 813 N. Mound St.



9/7/2021, 11:30:34 AM



- Buildings
- Parcels
- Street Labels
- City Limits
- Street Trees
- Existing Fence
- Existing Trees
- Parking
- Breezeway



Hettie Legg & Associates, LLC is a locally owned and operated Speech, Occupational and Physical therapy clinic in Nacogdoches, Texas. Our clinic was initially certified by Medicare in August 1994 as an Outpatient Rehab Facility (ORF). We have a team of 17 licensed therapists who provide approximately 430 hours of therapy a week to patients of all ages. To support our therapists, we also have eight office staff. Our hours are generally 8:00 a.m. - 6:30 p.m. Monday through Friday. Our team is here to help, teach and serve to the best of our abilities.

Due to the growing number of clients that need all disciplines we have outgrown our current building and need to add space to facilitate added therapy and therapists. After research we have found that new construction is not financially feasible, but a remodel of the existing four apartment complex located at 813 N. Mound adjacent to our existing building at 817 N Mound is reachable.

The plan is to remodel the four apartments into a gym and 10 professional offices and attach the two buildings with an open breezeway. The exterior of the new offices will be updated with trim and paint. We are enlarging the parking area and repaving it to accommodate not only the growth but to ease the existing traffic flow. We also plan to add street trees, shrubbery, and plants to 813 N. Mound for beautification. We have already constructed privacy fence along the west side of 817 N. Mound and the north side of 813 N. Mound (as indicated on the attached PD Exhibit). We agree to repair, replace, and maintain the existing fence located along the south side of 813 N. Mound as needed, and preserve the existing trees located immediately adjacent to the north of this fence.

The second building at 813 N. Mound may continue to be used as storage, apartments, or professional offices.

The remodel would **not** change the working dynamic of the existing business, but it would allow us to expand and help more people not only in our local community but surrounding areas as well.

It has been brought to our attention that some of our neighbors are concerned about the uses included with Medical zoning. To ease these concerns, we agree to eliminate the following uses:

Retail or Convenience Store with Gasoline
Service Station
Hotel or Motel
Health Club or Studio

Staff at Hettie Legg & Associates, LLC

Hettie Legg, MA, Consultant/Partner
Melisa Lummus, MS, CCC/SLP Clinic Director
Mary Crocker, MS, CCC/SLP
Caylee Moore, MS, CCC/SLP

Andrea Curbow, MS, CCC/SLP
Rachel Newton, MS, CCC/SLP
Helen Cramm, MS, CCC/SLP
Prithvi Patel, MS, CCC/SLP
Je'Lisa Jorda, MS, CFY
Ashton York, MS, CFY
Abigail Delgado, SLPA
Alexis Byrd, SLPA
Brenna Johnson, OT
Janet Westbrook, OT
Bailey Bosley, OTA
Tori Fanguy, OTA
Jane Montgomery, OTA
Eddie Martinez, OTA
Robin Miller, Business Manager/Partner
Robbie Brown, Office Manager
Diana Cordova, Office Coordinator/Scheduler
Camille Smith, Billing/Collections
Claudia Morales, Office Assistant
Beatriz Castillo, Transporter/Office Assistant
Diana Orta, Transporter/Office Assistant



Response Form

Project Number: PD2021-03
813 & 817 N. Mound Street

You may make your views known by completing this form and returning it to the Planning & Zoning department. You may also make your views known in person by attending the public hearings. **Please complete and return form to:**

City of Nacogdoches Planning & Zoning Department
Attn: Juan Pollette
PO Drawer 635030
Nacogdoches, TX 75963

You may also email a copy to Juan Pollette, pollettej@nactx.us

Project Number: PD2021-03

Please circle one: ☒ In favor of request ☐ Opposed to request

Comments:

Signature: George S. Barham IV
Printed Name: George S. Barham IV
Street Address: 318 Houston St
City, State and Zip Code: Nacogdoches TX 75961
Phone Number: 936-552-4145
Email Address: gbarham4@gmail.com
Physical Address of Property within 200 Feet: 318 Houston St.

City of Nacogdoches
202 E. Pilar – PO Drawer 635030 – Nacogdoches, TX 75963
936-559-2574 Fax 936-559-2910 www.nactx.us
Home of Stephen F. Austin State University www.sfasu.edu



Pollette, Juan <pollettej@nactx.us>

Support letter Hettie Legg

1 message

Melisa Lummus <mlummus@hettielegg.com>
To: heltona@nactx.us, pollettej@nactx.us

Sun, Sep 12, 2021 at 5:59 PM

8796 FM1275

Nacogdoches, TX 75961

To whom it may concern,

I want to show my support of the office expansion for Hettie Legg & Associates, LLC. We are a company with around 25 employees who live, work, and have children who go to school in Nacogdoches and the surrounding areas. We like to shop locally, supporting hometown businesses because we are one ourselves.

Let me tell you a little about what our organization provides to this community. Our pediatric rehabilitation outpatient facility services are for children with disabilities who can not obtain speech and occupational therapy services elsewhere. Many of our clients travel from neighboring country towns (Center, San Augustine, Hemphill, Alto, Timpson, Garrison, and even Lufkin) because these communities do not offer what we do at our clinic. These parents come and shop and eat in Nacogdoches while we provide medically necessary therapy services to their children. We are the only authorized DDS Speech evaluation provider for a portion of the entire East Texas region. Families travel up to 150 miles to receive these critical evaluation services to pursue disability services for their children.

Currently, we are providing direct care services to approximately 384 children who require medically necessary speech and occupational therapy services every week. We desperately need additional space for our growing client base to continue to provide the adequate level of services these children deserve.

If we can not expand our space to provide more office and gym space, it would not only be a loss for us as employees limiting the treatment we provide; but a disservice to those kids who can not get the services they need because they would be on a waiting list for the next available therapy slot to open.

I hope that we are here to provide these essential services to our community for many years to come, and I can only ask that you support us as a growing local business to expand our space to achieve our goals. A part of our mission and purpose is to follow God's leadership to provide the highest level of compassionate care and treatment for all the people we serve. I pray that we can continue to do that so that no child goes without services because of a lack of appropriate treatment space.

Most of us as therapy providers would love to support our administration in this effort to grow and build our business, but we accommodate our clients with later hours to provide services as needed.

Thank you for considering our plans in zoning for more growth and expansion for Hettie Legg & Associates.

Sincerely,

--

Melisa Lummus MS, CCC/SLP
Clinic Manager



Hettie Legg & Associates

Phone #936-564-6907

Fax #936-564-0509

mlummus@hettielegg.com

hettielegg.com



Virus-free. www.avast.com



Dear Nacogdoches County City Zoning and Planning Committee,

I am a small business owner located here in Nacogdoches. My childcare facility has been in business since 2018. As a childcare facility, we see many developmental delays in children in our community. It is strongly shown by scientific evidence that early intervention to bridge developmental gaps is crucial to a child's future. According to American Speech-Language-Hearing Association, otherwise known as ASHA, "families and professionals, including audiologists and speech-language pathologists, are part of an early intervention team. They help children develop skills such as:

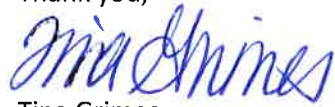
- cognitive skills (thinking, learning, problem-solving);
- communication skills (gesturing, talking, listening, understanding);
- physical and sensory skills (crawling, walking, climbing, seeing, hearing);
- social-emotional skills (playing, understanding feelings, making friends); and
- adaptive or self-help skills (eating, bathing, dressing).

Early intervention is different for each child and family depending on the child's needs and the family's priorities. The most important step is to start early." (Asha, 2021)

Many families trust us as a daycare center to offer the best quality of care for each child; however, for the past year, our facility has had to battle restrictions from COVID-19 and the decrease in availability of therapists from Hettie Legg and Associates. The decrease in availability is because they are unable to meet the growing demand of therapy due to the size of their current facility. If you walk into their building on any given day, you will see therapists working with children in rooms and even in nooks in hallways because the need is so great. The waiting room is always at capacity. There are not enough hours in a day to care for the growing need in our community for Physical, Occupational, and Speech Therapy because the size of their facility cannot accommodate it any longer. This speaks volumes to the community they serve because they are absolutely the best therapy center for families in Nacogdoches. I have referred numerous children over the last three years to their facility because parents trust me to have their children's best interests at heart. Hettie Legg and Associates has been a trusted business for over thirty years and will continue to be a trusted business for many more years to come. With that being said, I support the expansion that needs to take place at 817 Mound

Street because the need for therapy services are only going to grow. Expanding their offices will provide the space for more therapists to reach more needs in our community. This will increase jobs, increase the number of people receiving services, and decrease the wait time for future patients. The longer the patients wait for services, the larger their developmental gaps grow. Currently, Stepping Stones ELC has 12 children waiting for therapy services due to the inability to grow their building. Please pass the rezoning so they can increase their space.

Thank you,



Tina Grimes

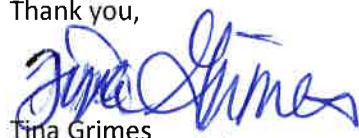
Reference:

ASHA. (2021). Early Intervention. Retrieved from <https://www.asha.org/public/speech/early-intervention/>

Dear Nacogdoches County City Zoning and Planning Committee,

I am writing this letter on behalf of support for Hettie Legg and Associates located at 817 Mound Street as a parent and as a patient. When I was less than 2 years old, I started seeing Hettie Legg for speech therapy. I went to her for four years straight and then again at age 10 for about another year and a half. From the time I was able to walk, I knew her. She not only gave me the confidence to speak, she also gave me supports in other areas of my life that were highly needed. When my daughter was 2 years old, she needed speech therapy as well. There was no doubt in my mind where she needed to go. This speech office has been a Godsend for this community for over 30 years. Now that they need to expand their offices in order to help more children in this same community, you seem to put a halt just because some ex-Hollywood TV star complained. I am appalled at the actions, or rather inactions, of this committee in the passing of their expansion. Their expansion will increase jobs, increase therapy services for children and adults in Nacogdoches, and allow this office to better care for current patients. By rejecting this rezoning, you are rejecting services to hundreds of patients in the future. I am pretty sure Brad Maule won't be providing these extra services that are needed for this community if they are not able to expand as they need to. I compel you to do what's right for the best interest of our community's children and adults versus the best interest of a retired TV actor.

Thank you,



Tina Grimes

Dear Nacogdoches County City Zoning and Planning Committee,

In 2018, my daughter received therapy services through Hettie Legg and Associates. During this time, their waiting room was always full and their therapists were constantly working with patients day in and day out. Their facility helped facilitate the growth in speech my daughter desperately needed. I have no doubts other children will benefit from their services. I highly encourage the passing of the rezoning of 817 Mound Street because many children and adults need these services. If one of your family members needed their services, you would want the best care for them. The best care is Hettie Legg and Associates; however, in order to continue their legacy, we must expand their current site. Please pass the rezoning for their cause.

Thank you,



Breanna Robinson

Dear Nacogdoches County City Zoning and Planning Committee,

My daughter receives Occupational and Speech Therapy currently from Hettie Legg and Associates on a twice a week basis. She was diagnosed with Sensory Processing Disorder and Autism. I did not know what Sensory Processing Disorder was before she started therapy at their office. A doctor didn't even know what it was at that time. Hettie Legg and Associates is a necessity in our community. Without the expansion, I do not know how many countless children are missing out on the quality services they provide. Just because you don't have a face in front of you does not mean these patients do not exist. I find it highly devastating that this rezoning has not been passed yet just because of the neighborhood it backs up to. Clearly none of you have needed these services and cannot understand how important this decision is. Please rezone the space so they can expand.

Thank you,

A handwritten signature in blue ink that reads "Maria Rodriguez". The signature is fluid and cursive, with the last name being particularly stylized.

Maria Rodriguez and the countless faceless children needing therapy

Dear Nacogdoches County City Zoning and Planning Committee,

In 2015, my son attended therapy at Hettie Legg and Associates. I cannot speak highly enough of this facility because of the excellent services they continue providing in our community. I work at a childcare center and we constantly have children needing services. In order to get them the services faster, this office needs expansion. Please pass the rezoning of 817 Mound Street in order to care for our community.

Thank you,

A handwritten signature in cursive script, appearing to read 'LaQuila Scott'.

LaQuila Scott

Dear Nacogdoches County City Zoning and Planning Committee,

My grandson was completely mute when he attended Stepping Stones Early Learning Center. I did not know where to turn. The director Tina Grimes sent me to Hettie Legg and Associates. The work they have done with him has been fantastic. He receives occupational and speech therapy from their facility twice a week. Without their specialization in these services, my grandson would still be mute. Because of them, he is continuing to adjust to the world around him (Autism) and speaks full sentences. It would be a detrimental mistake not to pass the rezoning of Hettie Legg and Associates because many children like my Brandon would be struggling to function in their little world. I beg of you to pass the rezoning.

Thank you,


Maria Sparks



Helton, Alaina <heltona@nactx.us>

Hettie Leggs

2 messages

Brenna S Johnson <bknott@nacisd.org>
To: "heltona@nactx.us" <heltona@nactx.us>

Thu, Sep 9, 2021 at 5:17 PM

Hi. I am writing in regard to the possible rezoning/expansion of Hettie Legg & Associates. I am a pediatric occupational therapist of 26 years. I see in children with autism, feeding issues, motor delays, cerebral palsy and so many others. I am writing on their behalf. Hetties is the only pediatric OT facility in this area. We currently keep a waiting list while these parents wait for assistance with their most prized possession. We continue to be able to locate and add more therapists but have simply run out of room. The addition would help so many kids/families receive services. Any addition would be done in an extremely tasteful manner as we want our clinic to continue to be respected. The current yard/facility is always maintained, and our clients are seen during the daytime and therefore not a disturbance to the surrounding neighbors. Our kids stop and wave at neighbors out walking, and I know that brings joy to so many. I'm asking that you please consider allowing the re-zoning/expansion of Hettie Leggs so that we may continue to bring in new kids in need of occupational and speech therapy.

Thank you for your time,
Brenna Johnson, OTR
936-553-7214

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This email and any attachments to it may be confidential and are intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and do not necessarily represent those of Nacogdoches ISD. If you are not the intended recipient of this email, you must neither take any action based upon its contents, nor copy or show it to anyone. Please contact the sender if you believe you have received this email in error.

Helton, Alaina <heltona@nactx.us>
To: Brenna S Johnson <bknott@nacisd.org>
Cc: "Pollette, Juan" <pollettej@ci.nacogdoches.tx.us>

Thu, Sep 9, 2021 at 5:26 PM

Received, thank you.

Alaina Helton, AICP, CNU-A, CPM

City Planner - Planning & Zoning Department

City of Nacogdoches, Texas

Direct: 936-559-2572

Main: 936-559-2574

heltona@nactx.us

[Quoted text hidden]



Response Form

Project Number: PD2021-03
813 & 817 N. Mound Street

You may make your views known by completing this form and returning it to the Planning & Zoning department. You may also make your views known in person by attending the public hearings. Please complete and return form to:

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Attn: Juan Pollette
PO Drawer 635030
Nacogdoches, TX 75963

You may also email a copy to Juan Pollette, pollettej@nactx.us

Project Number: PD2021-03

Please circle one: ☒ In favor of request ☐ Opposed to request

Comments:

Signature: K. Campbell

Printed Name: Krista Campbell

Street Address: 924 N University Dr

City, State and Zip Code: Nacogdoches, Tx 75961

Phone Number: 936-645-4951

Email Address: krista_campbell@yahoo.com

Physical Address of Property within 200 Feet: N/A

City of Nacogdoches
202 E. Pilar – PO Drawer 635030 – Nacogdoches, TX 75963
936-559-2574 Fax 936-559-2910 www.nactx.us
Home of Stephen F. Austin State University www.sfasu.edu



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Nacogdoches, TX 75963

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Project Number: PD2021-03

Please circle one: ☒ In favor of request ☐ Opposed to request

Comments:

Signature: BJ Wilcox

Printed Name: BJ Wilcox

Street Address: 300 Stoddard Dr.

City, State and Zip Code: Nacogdoches, TX, 75965

Phone Number: 936-615-9969

Email Address: bjwilcox2012@gmail.com

Physical Address of Property within 200 Feet: _____

City of Nacogdoches
202 E. Pilar – PO Drawer 635030 – Nacogdoches, TX 75963
936-559-2574 Fax 936-559-2910 www.nactx.us
Home of Stephen F. Austin State University www.sfasu.edu

APPLETSY



Response Form

Project Number: PD2021-03
813 & 817 N. Mound Street

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Nacogdoches, TX 75963

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Project Number: PD2021-03

Please circle one: ☒ In favor of request ☐ Opposed to request

Comments:

I am a mother of a patient who goes to
Hettie Leggs. It would be nice to have additional parking.

Signature: April S. Godinez

Printed Name: April Godinez

Street Address: 241 CR 8231

City, State and Zip Code: Nacogdoches, TX 75964

Phone Number: 936-559-7304

Email Address: _____

Physical Address of Property within 200 Feet: _____



Response Form

Project Number: PD2021-03
813 & 817 N. Mound Street

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Nacogdoches, TX 75963

You may also email a copy to Juan Pollette, pollettej@nactx.us

Project Number: PD2021-03

Please circle one: ☒ In favor of request ☐ Opposed to request

Comments:

Signature: Tessa Wilson

Printed Name: Tessa Wilson

Street Address: 423 Abilene

City, State and Zip Code: Nacogdoches

Phone Number: (936) 461-9891

Email Address: meisch.tessa@gmail.com

Physical Address of Property within 200 Feet: _____



Pollette, Juan <pollettej@nactx.us>

Planning and zoning commision.

1 message

Mary Haskins <maryhaskins1983@gmail.com>
To: pollettej@nactx.us

Mon, Sep 13, 2021 at 1:00 PM

I would like to take the opportunity to support the request by Hetti Legg and Associates for a zoning change from multi-family to planned development for 813 North Mound improvements. I live and work at 514 Ochiltree a block and a half from the site. The improvements they have made by tearing down the old house and changes they intend to make will improve the appearance and the value of the neighborhood. It is a very important service to residents of Nacogdoches and the surrounding communities. They need to expand their office space to increase their staffing to serve the growing number of clients. I've known and worked with them for several years and support their zoning request.

Sincerely,

Mary Cook

MD Medical District

Purpose Statement

This district is intended to accommodate those business activities associated with, or related to, the medical profession.

Permitted Uses

Home Occupation
Multifamily - Apartments
Pool House (Detached)*
Bed and Breakfast* - 4 or Less Patrons
Bed and Breakfast* - 5-8 Patrons
Accessory Apartment*
Family Group Home
Family Home
Foster Home
Guest House (Detached)
Hotel or Motel
Retirement Home
Health Club or Studio
Recreation Facility (Public)
Government Facility
Library, Art Gallery or Museum (Public)
Post Office
Radio or TV Trans. Station (Commercial)
Radio Tower (Non-Commercial)*
Radio, TV, Microwave, or Cellular Transmission Tower (Comm.)*
Satellite Dish*
Utility Facilities (Major)
Utility Lines and Transmission
College or University
Daycare - 3 or less Attendees
Daycare - 4-6 Attendees
Daycare Center - 7 or more Attendees
School - Vocational
School, K-12 (Public or Private)
Church or Place of Worship
Club, Private
Community Center - Private
Community Center - Public
Advertising Agency
Architectural / Engineering Services
Banks and Financial Institutions
Banks with Drive In Facilities
Legal Services
Offices - General or Professional
Emergency Ambulance Service
Hospice
Hospital - Acute Care

MD Medical District

Hospital - Chronic Care
Medical or Dental Office or Clinic
Nursing/Convalescent Home
Psychiatric Hospital or Institution
Veterinary Office (No Hosp. or Clinic)
Beauty Parlor/Barbershop
Caretaker/Security Quarters
Cemetery or Mausoleum
Information Processing
Laundry/Dry Cleaning - <3,000 s.f. w/ Customer Service
Laundry/Dry Cleaning - Drop Off/Pick Up
Laundry/Dry Cleaning -Self Service
Mailing Service (Private)
Mortuary or Funeral Home
Photocopying or Duplicating Services
Temporary Field or Construction Office
Travel Agency
Catering Service
Eating Place w/o Drive-thru
Food Preparation or Food Service
Bakery Shop
Book or Stationery Shop
Camera or Photographic Supply Shop
Clothing Store
Confectionery Shop
Drug Store or Pharmacy
Florist Shop
Hobby, Handicraft or Art Supplies
Optical Shop
Retail or Convenience Store with Gasoline
Parking - Commercial Lot or Garage
Service Station
Warehouse/Storage (Inside)
Laboratory - Medical or Dental
Laboratory - Scientific Testing

Accessory Uses

Laundry/Dry Cleaning - >3,000 s.f.
Parking - Accessory to Another Use

With a Specific Use Permit

Boarding or Rooming House
Convent or Monastery
Half-way House - Criminal
Orphanage
Lodge or Fraternal Organization
Conventions, Trade Shows or Exhibits

MD Medical District

Tailor Shop
Tattoo Salon/Piercing Studio
Temporary Retail Use
Club (Private)*
Liquor By the Drink*
Paint and Wallpaper Store
Oil & Gas Extraction
Oil & Gas Field Services
Stone, Sand, Gravel & Mineral Extraction

ORDINANCE NO. 1884-09-21

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM R-4, MULTI FAMILY TO PD, PLANNED DEVELOPMENT FOR LOT 12-A, CITY BLOCK 40, CONTAINING APPROXIMATELY 0.4 ACRES, GENERALLY LOCATED AT 813 NORTH MOUND STREET. CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Zoning Ordinance of the City of Nacogdoches provides for Planned Development Districts; and

WHEREAS, the property described above and depicted in “**Exhibit A**” is currently zoned R-4, Multi Family; and

WHEREAS, Robin Miller of Hettie Legg & Associates, LLC, filed an application for a Planned Development District for the development of a Medical Facility for Lot 12-A, City Block 40, generally located at 813 N. Mound Street (the “Property”), and situated within the corporate limits of the City of Nacogdoches, Texas (the “City”), being more particularly described in “**Exhibit A**” and “**Exhibit B**”, attached hereto and made a part hereof for all purposes; and

WHEREAS, the property owner has requested the zoning classification of said property to be changed from R-4, Multi Family to Planned Development District to allow for a Medical Facility for Lot 12-A, City Block 40, generally located at 813 N. Mound Street as shown in “**Exhibit A**” and “**Exhibit B**”; and

WHEREAS, the City Council of the City has conducted, in the time and manner and after the notice required by law and the Zoning Ordinance of the City, a public hearing on such request for establishment of a Planned Development District; and

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

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

SECTION I

Findings.

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

SECTION II

Approval of Development Plan

Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, the Development Plan for the Planned Development District as described in “**Exhibit B**” is hereby approved by the City Council.

SECTION III

Standards

- a) Use of the land in the Planned Development described by this ordinance shall be limited to the uses permitted under the MD, Medical zoning district, with the following exceptions:
 - 1. Retail or Convenience Store with Gasoline
 - 2. Service Station
 - 3. Hotel or Motel
 - 4. Health Club or Studio
- b) The construction of new buildings or expansions of existing buildings will not be permitted, and all development and redevelopment of the property will be restricted to the occupancy of the two (2) existing buildings as depicted in the Development Plan.
- c) District development standards, landscaping, and parking standards shall be consistent with the MD, Medical District except as outlined in the Development Plan, including the following:
 - 1. The property owner shall repair, replace, and maintain the existing fence located along the south side of 813 N. Mound as needed, and preserve the existing trees located between the fence and N. Mound Street as shown on the Development Plan.

SECTION IV

Repeal

This Ordinance shall in no manner repeal, amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting change in the uses permitted in and the requirements for development of the Planned Development District as herein provided.

SECTION V

Effective Date

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

SECTION VI

Severability

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

SECTION VII

Proper Notice and Open Meetings

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

SECTION VIII

Filing

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

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

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

APPROVED AS TO FORM:

JAN VINSON, City Secretary

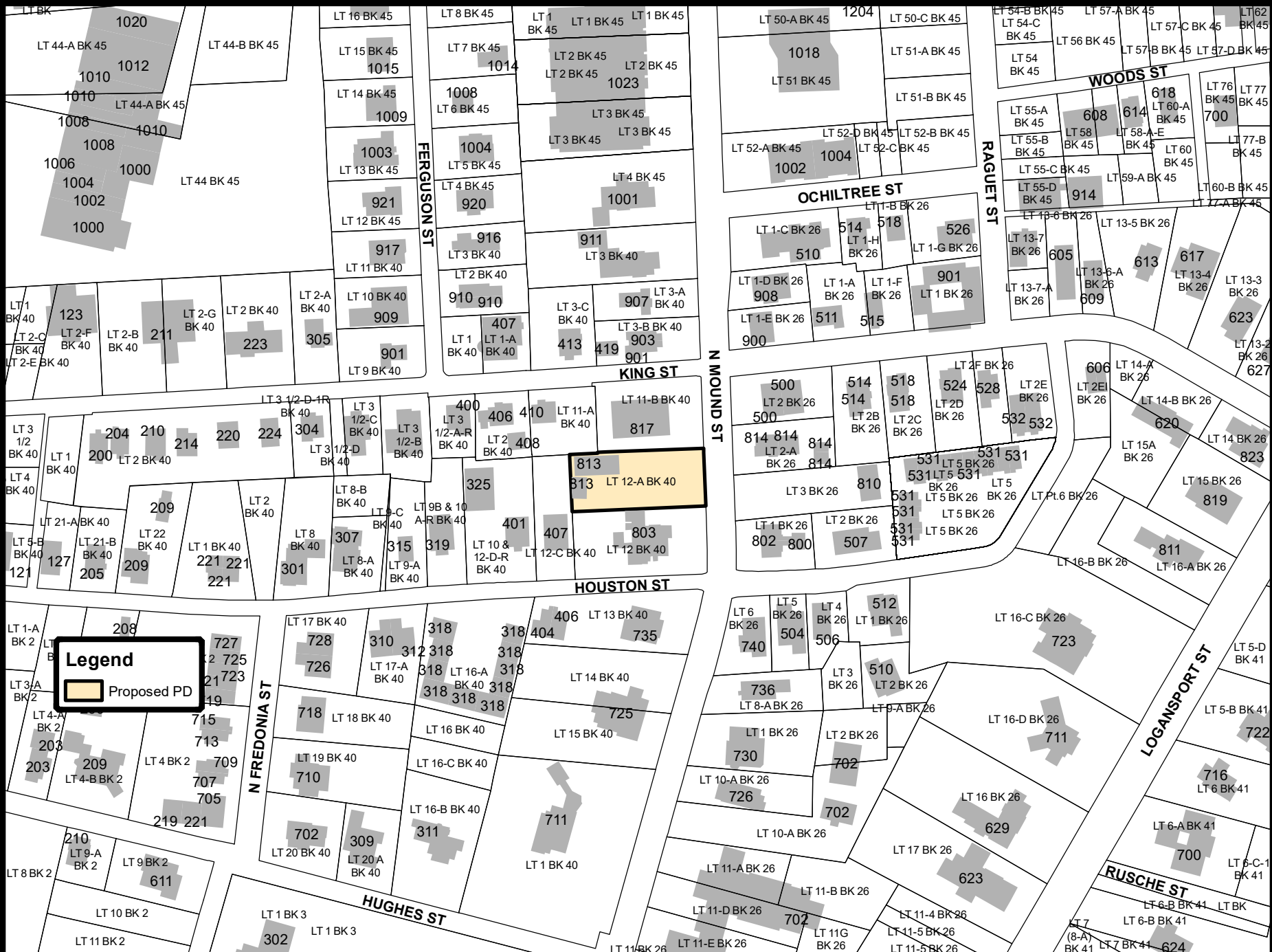
STEVE KIRKLAND, City Attorney

APPROVED AS TO CONTENT:

ALAINA HELTON, City Planner

Exhibit A

PD 2021-03



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



0 50 100 200 Feet

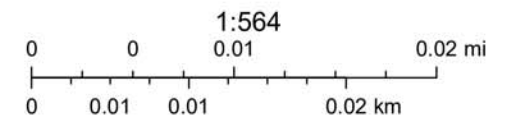
Date Created: September 2, 2020 Software: ArcGIS 10.8.1

PD Development Plan "Exhibit B" - 813 N. Mound St.



9/7/2021, 11:30:34 AM

- | | | | |
|-----------|---------------|----------------|----------------|
| Buildings | Street Labels | Street Trees | Existing Trees |
| Parcels | City Limits | Existing Fence | Parking |
| | | Breezeway | |



AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM R-4, MULTI FAMILY TO PD, PLANNED DEVELOPMENT FOR LOT 12-A, CITY BLOCK 40, CONTAINING APPROXIMATELY 0.4 ACRES, GENERALLY LOCATED AT 813 NORTH MOUND STREET. CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, the property owner has requested the zoning classification of said property to be changed from R-4, Multi Family to Planned Development District to allow for a Medical Facility for Lot 12-A, City Block 40, generally located at 813 N. Mound Street as shown in “**Exhibit A**” and “**Exhibit B**”; and

WHEREAS, the City Council of the City has conducted, in the time and manner and after the notice required by law and the Zoning Ordinance of the City, a public hearing on such request for establishment of a Planned Development District; and

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

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

SECTION I

Findings.

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

SECTION II

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Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, the Development Plan for the Planned Development District as described in “**Exhibit B**” is hereby approved by the City Council.

SECTION III

Standards

- a) Use of the land in the Planned Development described by this ordinance shall be limited to Multifamily Apartments, Storage, Medical Office and associated Speech, Occupational and Physical therapy services.
- b) The construction of new buildings or expansions of existing buildings will not be permitted, and all development and redevelopment of the property will be restricted to the occupancy of the two (2) existing buildings as depicted in the Development Plan.
- c) District development standards, landscaping, and parking standards shall be consistent with the MD, Medical District except as outlined in the Development Plan, including the following:
 - 1. The property owner shall repair, replace, and maintain the existing fence located along the south side of 813 N. Mound as needed, and preserve the existing trees located between the fence and N. Mound Street as shown on the Development Plan.
 - 2. Repairs and replacements of the existing fence located along the south side of 813 N. Mound Street will comply with Zoning Ordinance *Section 118-429. - Commercial sites with residential adjacency* as it relates to minimum height for screening walls.

SECTION IV

Repeal

This Ordinance shall in no manner repeal, amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting change in the uses permitted in and the requirements for development of the Planned Development District as herein provided.

SECTION V

Effective Date

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

SECTION VI

Severability

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

SECTION VII

Proper Notice and Open Meetings

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

SECTION VIII

Filing

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

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

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

APPROVED AS TO FORM:

JAN VINSON, City Secretary

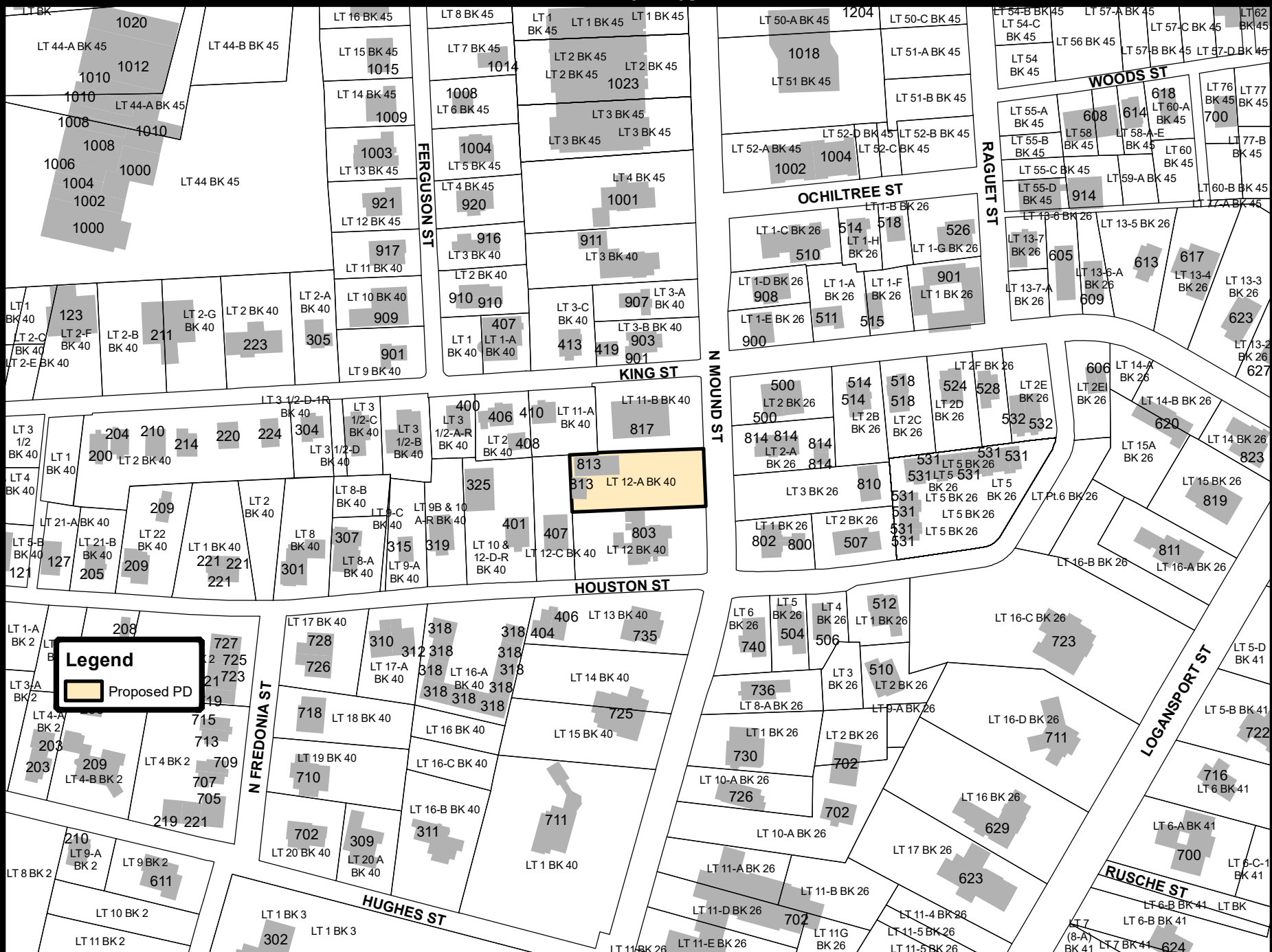
STEVE KIRKLAND, City Attorney

APPROVED AS TO CONTENT:

ALAINA HELTON, City Planner

Exhibit A

PD 2021-03



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0 50 100 200 Feet

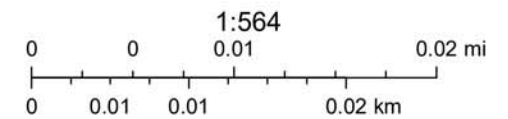
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PD Development Plan "Exhibit B" - 813 N. Mound St.



9/7/2021, 11:30:34 AM

- | | | | |
|-----------|---------------|----------------|----------------|
| Buildings | Street Labels | Street Trees | Existing Trees |
| Parcels | City Limits | Existing Fence | Parking |
| | | Breezeway | |



PRESENTER: Alaina Helton, City Planner

ITEM/SUBJECT: Public Hearing: Consider an ordinance amending Chapter 18, “Zoning,” Article II, “Administration”, Division I, “Generally,” of the City of Nacogdoches, Texas Code of Ordinances, providing a severability clause; providing a repeal clause; and providing an effective date. (Planning Director) **(PLEASE NOTE THAT AT THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION HELD ON SEPTEMBER 13TH, 2021, THE COMMISSION VOTED UNANIMOUSLY TO POSTPONE THE PUBLIC HEARING TO THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION ON OCTOBER 11TH, 2021.)**

SUMMARY/BACKGROUND: Staff is in the process of assessing city ordinances to ensure they meet current developmental needs, and to recommend innovative, economical, and modern ways to promote smart growth and compatibility in development within the city limits and beyond.

Staff has reviewed the current process for administrative approval of site plans and development permits and identified a way to streamline the process by permitting the City Planner to authorize adjustments of up to 10% from any dimensional standard or numerical requirement in the Zoning Ordinance based on pre-approved criteria. These administrative adjustments are specified deviations from otherwise applicable development standards where development is proposed that would be:

1. Compatible with surrounding land uses;
2. Harmonious with the public interest; and
3. Consistent with the purposes of this Zoning Ordinance.

Any adjustment request greater than 10% would be treated as a variance handled by the Zoning Board of Adjustment.

Recommendation

No action at this time. **Please note that at the regular meeting of the Planning & Zoning Commission held on September 13th, 2021, the Commission voted unanimously (4-0) to postpone the public hearing to the regular meeting of the Planning & Zoning Commission on October 11th, 2021.**

FINANCIAL:

No financial impact associated with this item

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

Economic Development

CITY CONTACT: Alaina Helton, AICP, Planning Director
heltona@nactx.us
936-559-2572

ATTACHMENTS:

PRESENTER: Alaina Helton, City Planner

ITEM/SUBJECT: Public Hearing: Consider an ordinance amending Chapter 18, “Zoning,” Article V, “Planned Developments,” of the City of Nacogdoches, Texas Code of Ordinances, providing a severability clause; providing a repeal clause; and providing an effective date. (Planning Director) **(PLEASE NOTE THAT AT THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION HELD ON SEPTEMBER 13TH, 2021, THE COMMISSION VOTED UNANIMOUSLY TO POSTPONE THE PUBLIC HEARING TO THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION ON OCTOBER 11TH, 2021.)**

SUMMARY/BACKGROUND: Staff is in the process of assessing city ordinances to ensure they meet current developmental needs, and to recommend innovative, economical, and modern ways to promote smart growth and compatibility in development within the city limits and beyond.

Staff has reviewed the current process for Planned Development District approvals and identified a way to streamline the process by combining the Concept Plan and Development Plan stages, and providing an administrative approval process for planned development site plan applications.

Recommendation

No action at this time. **Please note that at the regular meeting of the Planning & Zoning Commission held on September 13th, 2021, the Commission voted unanimously (4-0) to postpone the public hearing to the regular meeting of the Planning & Zoning Commission on October 11th, 2021.**

FINANCIAL:

No financial impact associated with this item

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

Economic Development

CITY CONTACT: Alaina Helton, AICP, Planning Director
heltona@nactx.us
936-559-2572

ATTACHMENTS:

PRESENTER: Alaina Helton, City Planner

ITEM/SUBJECT: Public Hearing: Consider an ordinance amending Chapter 18, “Zoning,” Article II, “Administration”, Division II, “Off-Street Parking Standards,” of the City of Nacogdoches, Texas Code of Ordinances, providing a severability clause; providing a repeal clause; and providing an effective date. (Planning Director) **(THIS ITEM WILL BE PULLED DUE TO ERROR IN LEGAL ADVERTISEMENT.)**

SUMMARY/BACKGROUND: Staff is in the process of assessing city ordinances to ensure they meet current developmental needs, and to recommend innovative, economical, and modern ways to promote smart growth and compatibility in development within the city limits and beyond.

Staff has reviewed the current off-street parking requirements and identified a way to create greater administrative flexibility in responding to small and unique challenges present on individual sites, and streamline the permitting process. The recommended changes to the off-street parking requirements include:

1. Add a definition for “shopping center” to include all commercial multi-tenant buildings or unified developments, with required parking spaces calculated at 1:250 sq. ft. of gross building area, regardless of the composing uses, unless otherwise determined by the City Planner.
2. Allow for “Alternative Parking Plans” where developers can propose a parking plan other than the ratios outlined in the zoning ordinance, with approval by the City Planner.
3. Allow for “Demand-Based Parking” for commercial and multi-family development to include a parking study prepared by a PE or transportation planner, with approval by the City Planner.

Recommendation

No action at this time. **This item will be pulled due to an error in the legal advertisement.**

FINANCIAL:

No financial impact associated with this item

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

Economic Development

CITY CONTACT: Alaina Helton, AICP, Planning Director
heltona@nactx.us
936-559-2572

ATTACHMENTS:

PRESENTER: Joe Cefalu, Airport Manager

ITEM/SUBJECT: Consider approval of the 2022 TxDOT Routine Airport Maintenance Program (RAMP) grant project proposal. (Airport Manager)

SUMMARY/BACKGROUND: The City accepts federal grant funds for airport projects and is therefore required to participate in the TxDOT RAMP grant, which finances approved projects up to a maximum of \$100,000 (\$50,000 grant funds and \$50,000 city funds). The project cost estimates are listed below:

Maintain Storm Water Pollution Prevention Plan (SWP3)	(Mandatory)SWP3 maintenance.	\$8,500
Herbicide/Pesticide	(Mandatory) Bi-yearly application to airport grounds will include fence line.	\$9,500
Airport Light Repair and Maintenance	(Mandatory) Runway, taxiway and ramp repair and maintenance.	\$9,500
Runway/Taxiway/Perimeter Fence Maintenance	Lights/Gate/fence Maintenance.	\$14,650
KSA Structural Analysis	Runway 18-36, Taxiways and Apron Pavement Structural Analysis	\$46,850
Fuel Farm Maintenance	Filter-replacement, calibrations, and maintenance.	\$11,000
Total Project Cost:		\$100,000

The Airport Advisory Board met on September 2, 2021 and voted unanimously to recommend approval.

FINANCIAL:

Item is budgeted:

Account No.: 14.13.620.05

Account Name: *Airport Construction Fund Ground Maint Expense*

Amount: \$100,000

Account No.: 14.560.30

Account Name: *Airport Construction Fund State & Federal Grant Revenue*

Amount: \$50,000

Account No.: 14.590.00

Account Name: *Airport Construction Fund-Transfer from General Fund Revenue*

Amount: \$50,000

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

Economic Development

CITY CONTACT: Joe Cefalu, Airport Manager
cefaluj@nactx.us
936-560-9597

ATTACHMENTS: 1. RAMP Grant PowerPoint



A.L. MANGHAM, JR. REGIONAL AIRPORT

PRESENTED BY JOE CEFALU, AIRPORT MANAGER

A.L. MANGHAM JR. REGIONAL AIRPORT

2022 RAMP Grant Project Proposal

Maintain Storm Water Pollution Prevention Plan (SWP3)	(Mandatory) SWP3 maintenance.	\$ 8,500
Herbicide/Pesticide	(Mandatory) Bi-yearly application to airport grounds, will include fence line.	\$ 9,500
Airport Light Repair and Maintenance	(Mandatory) Runway, taxiway and ramp lighting repair and maintenance.	\$ 9,500
Runway/Taxiway/Perimeter Fence Maintenance	Lights/Gate/Fence Maintenance.	\$ 14,650
KSA Structural Analysis	Runway 18-36, Taxiways and Apron Pavement Structural Analysis.	\$ 46,850
Fuel Farm Maintenance	Filter replacement, Meter Calibrations and Maintenance.	\$ 11,000
Total Project Cost:	50/50 TxDOT Funding	\$ 100,000

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider approval of an agreement between the City of Nacogdoches and Stephen F. Austin State University to transfer ownership of a sanitary trailer. (Community Services Director)

SUMMARY/BACKGROUND: Acquisition of the Sanitary Trailer was approved by City Council and purchased in 2013 for \$99,600, funded by the City of Nacogdoches, Nacogdoches Convention and Visitors Bureau, and Nacogdoches Jaycees. The trailer was purchased as an alternative to a permanent restroom facility in Festival Park; construction of a new restroom was cost prohibitive due to the park being located in a floodplain. Staff planned to use the trailer for city events and to allow rental of the vehicle by other event organizers for non-City functions, such as at Stephen F. Austin State University.

Since the trailer was purchased, Staff has realized that the City does not use the vehicle very frequently. Further, only staff with a Commercial Driver's License are allowed to transport the vehicle, creating logistical difficulties. Officials at SFASU expressed an interest, as the school would be able to use the trailer often, especially at sporting events. As of May 2021, the CVB was no longer accepting reservations for the trailer, after beginning discussions with SFA for the Athletics Department to take ownership.

If City Council approves the agreement, the City of Nacogdoches will transfer and deliver title to SFASU, who will assume responsibility for towing, regular maintenance and upkeep of the trailer. As part of the agreement, the City of Nacogdoches will be able to rent the trailer at no charge, other than the towing and cleaning cost, for 10 events annually.

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: Brian W. Bray, Community Services Director
brayb@nactx.us
936-559-2935

ATTACHMENTS: 1. Interlocal Agreement with SFASU

THE STATE OF TEXAS)
)
COUNTY OF NACOGDOCHES)

3. The City may have additional use of the Trailer if needed and the Trailer is not already committed to a University use.
4. The City agrees to clean the Trailer at the conclusion of each City use.
5. The University agrees to perform regular maintenance and upkeep on the Trailer.
6. The City and the University agree the University may rebrand the Trailer with appropriate University colors and insignia if desired.

Duration. This contract shall begin at the time both parties have signed the agreement and shall terminate when one of the parties gives termination notice.

Termination.

1. This Agreement may be terminated without cause by tender of a thirty (30) day written notice to the City.
2. This Agreement will terminate immediately if the Trailer is damaged and the University does not desire or have the means to repair it, or the University declares the Trailer to be surplus equipment. If the Agreement is terminated under this clause, the University agrees that the City has the option but not the obligation to retake ownership of the Trailer at no cost save and except towing.

GENERAL PROVISIONS

Severability Clause. The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

Joint Venture and Agency. The relationship between the Parties to this Agreement does not create a partnership or joint venture. This Agreement does not appoint any party as agent for the other party.

Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person or deposited in the U.S. Mail, registered or certified, return receipt requested.

If to City: Brian Bray
 Director, Community Services
 PO Box 635030
 Nacogdoches, Texas 75963

Email: brayb@nactx.us

If to University: Procurement & Property Services
Stephen F. Austin State University
PO Box 13030
Nacogdoches, Texas 75962

Email: purchase@sfasu.edu

With copy to: Office of the General Counsel
Stephen F. Austin State University
P.O. Box 13065
Nacogdoches, Texas 75962

Limitation of Liability. By entering into this Agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act, as amended.

Dispute Resolution. The Parties acknowledge and agree that, in the event of a dispute, each may avail itself of alternate dispute resolutions as authorized by sec. 791.015 of the Gov't Code.

Entire Agreement. This Agreement represents the entire agreement of the Parties and supersedes any verbal or written representations of, to or by the Parties to each other.

Amendment. If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

DATED to be effective this the _____ day of _____, 2021.

STEPHEN F. AUSTIN STATE UNIVERSITY

By: _____
President, Stephen F. Austin State University

CITY OF NACOGDOCHES

By: _____
Mayor, City of Nacogdoches

Attest: _____
City Secretary

PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Consider a resolution nominating a representative from the City of Nacogdoches to Nacogdoches Central Appraisal District Board of Directors. (City Manager)

SUMMARY/BACKGROUND: The Central Appraisal District (CAD) Board of Directors selects directors in the fall of odd-numbered years and serve a two-year term. The board of directors is selected by appointment; it is not an election governed by the Texas Election Code.

The voting entitlement of a taxing unit is determined by a calculation that takes into account a taxing unit's share of the total dollar amount of property taxes imposed in the CAD. The chief appraiser makes this calculation for each taxing unit and delivers written notice to the taxing unit before October 1 of each odd-numbered year of the number of votes to which each taxing unit is entitled.

Nomination of up to five (5) potential City representatives may be made by resolution. Historically, the City of Nacogdoches has submitted one nomination to the Nacogdoches Central Appraisal District Board of Directors. Mayor, Jimmy Mize is the current City of Nacogdoches representative on the CAD Board. Mayor Mize was selected to serve on the CAD Board in November 2019.

Once nomination(s) have been received from all taxing entities in Nacogdoches County, a ballot will be distributed along with the City's calculated number of votes. New members will be sworn in at the first Central Appraisal District Board of Director's meeting in January 2021.

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

ATTACHMENTS:

1. 2022 BOD COVER LETTER2 (3)
2. Process and Qualification Requirements
3. Resolution

CENTRAL APPRAISAL DISTRICT
NACOGDOCHES COUNTY

GARY WOODS, RPA, RTA
CHIEF APPRAISER/TAX
ASSESSOR-COLLECTOR

JASON MALOTT, RPA, RTA
ASSISTANT CHIEF APPRAISER/
ASSESSOR-COLLECTOR

216 W. HOSPITAL ST
NACOGDOCHES, TEXAS 75961
936-560-3447

September 1, 2021

Dear Administrator:

It is time to nominate members to the Board of Directors for the Nacogdoches Appraisal District. As you know, only Schools, Cities and the County of Nacogdoches have voting entitlement. Pursuant to Tax Code 6.03 (d) & (e), I am required to send this request for nominees to you before the first of October in odd numbered years, along with the number of votes your entity has. There are five positions open on the Board of Directors and you may nominate up to five potential candidates by splitting your vote. Your nominees must be as a result of a Resolution approved by your Governing Body. Due to the fact that I will be stepping down as Chief Appraiser effective October 1 of this year, your list of nominees should be returned to Jason Malott (jason09@nacocad.org) who will be the new Chief Appraiser for the Nacogdoches Appraisal District no later than Thursday, October 14, 2021. Jason will then create a ballot of all nominees timely received and return to you an actual ballot. Along with the ballot will be the calculated number of votes you may use in casting your ballot. This will be returned to you before October 30, 2021. You will then cast your votes (splitting them as you wish among the candidates you wish to vote for) by Resolution of your Governing Body and return the results to Jason before December 15, 2021. Upon receipt, he will count the ballots and determine the top five candidates. Jason will return the results of the new members to the Board of Directors for the Appraisal District to you before December 31, 2021. The new Board will be sworn in at the first meeting in 2022. In the event of a tie, the winner will be determined by the Chief Appraiser by whatever method of chance he chooses, as prescribed in the Tax Code. Feel free to give me or Jason a call with any questions you may have.

Thank You,



Gary Woods, RPA RTA
Chief Appraiser/Assessor-Collector
Nacogdoches Appraisal District

Governance

Composition of Board of Directors

The board of directors is composed of five members.⁴ The number of directors can be increased up to 13 by action of the board of directors.⁵ However, in most cases, the board of directors may not make this change if a voting taxing unit adopts a resolution opposing the change.⁶

Taxing units participating in the CAD may increase the number of directors up to 13 members if three-fourths of voting taxing units adopt resolutions.⁷ A change is not valid if it reduces the voting entitlement of one or more taxing units (unless the taxing unit adopts one of two specified resolutions) or if it expands the types of taxing units that are entitled to vote on the appointment of directors.⁸

The county TAC is a nonvoting director, if not appointed as a voting director.⁹ If a commissioner's court of the county enters into a contract for assessment and collections under Tax Code Section 6.24(b) or if the CAD board of directors enters into a contract for appraisal under Tax Code Section 6.05(b), then the county TAC is ineligible to serve on the board of directors.¹⁰

Board members may not receive compensation for service on the board but are entitled to reimbursement for actual and necessary expenses incurred in the performance of their duties.¹¹ This reimbursement is as provided by the budget adopted by the board of directors.¹²

⁴ Tex. Tax Code §6.03(a)

⁵ Tex. Tax Code §6.031(a)

⁶ Tex. Tax Code §6.031(a)

⁷ Tex. Tax Code §6.031(b)

⁸ Tex. Tax Code §6.031(b)

⁹ Tex. Tax Code §6.03(a)

¹⁰ Tex. Tax Code §6.03(a)

¹¹ Tex. Tax Code §6.04(c)

¹² Tex. Tax Code §6.04(c)



Appointment, Eligibility and Terms

Appointment: Taxing units—counties, cities/towns, school districts, junior colleges and certain conservation and reclamation districts—select directors in the fall of odd-numbered years.¹³ Conservation and reclamation districts may participate in this process if at least one conservation and reclamation district in the CAD delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year.¹⁴ On request, the chief appraiser must certify all eligible conservation and reclamation districts that are imposing taxes and that participate in the CAD by June 15.¹⁵

The board of directors is selected by appointment; it is not an election governed by the Texas Election Code.¹⁶ The method or procedure for appointing members can be changed by the board of directors or by three-fourths of the voting taxing units acting through resolutions.¹⁷

The voting entitlement of a taxing unit is determined by a calculation that takes into account a taxing unit's share of the total dollar amount of property taxes imposed in the CAD.¹⁸ The chief appraiser makes this calculation for each taxing unit (other than conservation and reclamation districts) and delivers written notice before Oct. 1 of each odd-numbered year of the number of votes to which each taxing unit is entitled.¹⁹ Each taxing unit (other than a conservation and reclamation district)

¹³ Tex. Tax Code §6.03

¹⁴ Tex. Tax Code §6.03(c)

¹⁵ Tex. Tax Code §6.03(c)

¹⁶ Tex. Att'y Gen. Op. JM-166 (1984)

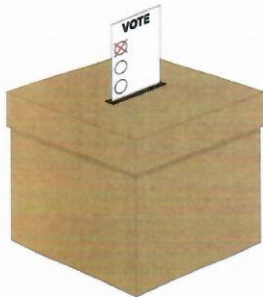
¹⁷ Tex. Tax Code §6.031(a) and (b)

¹⁸ Tex. Tax Code §6.03(d)

¹⁹ Tex. Tax Code §6.03(e)

that is entitled to vote may submit to the chief appraiser one nominee for each position to be filled before Oct. 15.²⁰

The chief appraiser also must calculate the number of votes that an eligible conservation and reclamation district is entitled to and must deliver before July 1 of each odd-numbered year, a written notice to the district of its voting entitlement and right to nominate one candidate for director.²¹ All eligible conservation and reclamation districts must submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year.²² Before Aug. 1, the chief appraiser must prepare a nominating ballot listing all the nominees of conservation and reclamation districts and deliver a ballot to the presiding officer of the board of directors of each district.²³ The board of directors of each district must submit its vote for the nominee of conservation and reclamation districts before Aug. 15.²⁴ The winning nominee of the conservation and reclamation districts in the CAD becomes a nominee for CAD director.²⁵



The chief appraiser must prepare a ballot before Oct. 30 with candidates whose names were timely submitted, including the nominee of conservation and reclamation districts if applicable.²⁶ Each taxing unit entitled to vote must determine its vote by resolution and submit it to the chief appraiser before Dec.

15.²⁷ The five candidates who receive the largest cumulative vote totals become the board of directors.²⁸ The chief appraiser announces the new directors before Dec. 31.²⁹ Ties must be resolved by the chief appraiser by any method of chance.³⁰

Both the board of directors and taxing units may propose to change the method or procedure for appointing directors.³¹ If the board of directors makes the proposal, then a voting

taxing unit may veto the proposal by filing a resolution before Sept. 1.³² If a participating taxing unit proposes a change, the change is adopted if three-fourths of the voting taxing units adopt resolutions providing for the change.³³ A resolution to change the method or procedure for appointing directors must be filed with the chief appraiser after June 30 and before Oct. 1 of a year in which members are appointed, or the resolution is ineffective.³⁴

Throughout the selection process, the Tax Code specifies dates for action by the chief appraiser and the taxing units. The dates provided in Tax Code Section 6.03(f) and (g) are directory and not mandatory.³⁵ However, the advice of legal counsel should be obtained in such situations.

Eligibility: To be eligible to serve on a board of directors, an individual must be a resident of the CAD and must have resided in the CAD for at least two years immediately preceding the date of taking office.³⁶ This residency requirement does not apply to a county TAC serving as a nonvoting director.³⁷

An employee of a taxing unit that participates in the CAD is not eligible to serve on the board of directors, unless that individual also is a member of the governing body of the taxing unit or an elected official of a taxing unit.³⁸ Membership on the governing body of a taxing unit does not make an otherwise eligible individual ineligible to serve on the board of directors.³⁹

Owing delinquent property taxes disqualifies a person from serving on the CAD board of directors.⁴⁰ The person is ineligible if he or she owns property on which delinquent property taxes have been owed for more than 60 days after the date the person knew or should have known of the delinquency.⁴¹ This disqualification does not apply if the person is paying the delinquent taxes and any penalties and interest under an installment payment agreement or has deferred or abated a suit to collect the delinquent taxes.⁴²

²⁰ Tex. Tax Code §6.03(g)

²¹ Tex. Tax Code §6.03(f) and (h)

²² Tex. Tax Code §6.03(h)

²³ Tex. Tax Code §6.03(h)

²⁴ Tex. Tax Code §6.03(h)

²⁵ Tex. Tax Code §6.03(h)

²⁶ Tex. Tax Code §6.03(j)

²⁷ Tex. Tax Code §6.03(k)

²⁸ Tex. Tax Code §6.03(k)

²⁹ Tex. Tax Code §6.03(k)

³⁰ Tex. Tax Code §6.03(k)

³¹ Tex. Tax Code §6.031(a) and (b)

³² Tex. Tax Code §6.031(a)

³³ Tex. Tax Code §6.031(b)

³⁴ Tex. Tax Code §6.031(c)

³⁵ Tex. Att'y Gen. Op. JM-166 (1984)

³⁶ Tex. Tax Code §6.03(a)

³⁷ Tex. Tax Code §6.03(a)

³⁸ Tex. Tax Code §6.03(a)

³⁹ Tex. Tax Code §6.03(a)

⁴⁰ Tex. Tax Code §6.035(a)(2)

⁴¹ Tex. Tax Code §6.035(a)(2)

⁴² Tex. Tax Code §6.035(a)(2)

Degrees of Consanguinity and Affinity

1 st DEGREE	2 nd DEGREE	3 rd DEGREE
By Consanguinity • Parents • Children By Affinity • Spouses of relatives listed under first degree consanguinity • Spouse • Spouse's parents • Spouse's children • Stepparents • Stepchildren	By Consanguinity • Grandparents • Grandchildren • Brothers & sisters By Affinity • Spouses of relatives listed by second degree consanguinity • Spouse's grandparents • Spouse's grandchildren • Spouse's brothers & sisters	By Consanguinity • Great grandparents • Great grandchildren • Nieces & nephews • Aunts & uncles By Affinity • No prohibitions

A person who has appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in the CAD at any time within the preceding three years is ineligible to serve on the board of directors.⁴³

A person is ineligible to serve on the board of directors if the individual is related within the second degree of consanguinity (blood) or affinity (marriage) to the following:

- an appraiser who appraises property for use in a proceeding under the Tax Code; or
- a person who represents property owners for compensation in proceedings under the Tax Code in the CAD.⁴⁴

A director who continues to hold office knowing he or she is related in this manner to the above named persons commits a Class B misdemeanor offense.⁴⁵

An individual is not eligible to be appointed to or to serve on the board of directors if an individual has a substantial interest in a business entity that is party to a contract or the individual is a party to a contract with the CAD.⁴⁶ This prohibition also applies to contracts with a taxing unit that participates in the CAD if the contract relates to the performance of an activity

governed by the Tax Code.⁴⁷ A CAD may not enter into a contract with a board member or with a business entity in which a board member has a substantial interest.⁴⁸ A taxing unit may not enter into a contract relating to the performance of an activity governed by the Tax Code with a board member in which the taxing unit participates or with a business entity in which a board member has a substantial interest.⁴⁹

An individual has substantial interest in a business entity if:

- the combined ownership of the director and the director's spouse is at least 10 percent of the voting stock or shares of the business entity; or
- the director or director's spouse is a partner, limited partner or officer of the business entity.⁵⁰



Term of Office and Vacancy: CAD directors serve two-year terms.⁵¹ Each term begins on Jan. 1 of an even-numbered year.⁵² The two-year term of office does not apply to the county TAC who serves as a nonvoting director.⁵³

⁴³ Tex. Tax Code §6.035(a-1)

⁴⁴ Tex. Tax Code §6.035(a)(1)

⁴⁵ Tex. Tax Code §6.035(b)

⁴⁶ Tex. Tax Code §6.036(a)

⁴⁷ Tex. Tax Code §6.036(a)

⁴⁸ Tex. Tax Code §6.036(b)

⁴⁹ Tex. Tax Code §6.036(c)

⁵⁰ Tex. Tax Code §6.036(d)

⁵¹ Tex. Tax Code §6.03(b)

⁵² Tex. Tax Code §6.03(b)

⁵³ Tex. Tax Code §6.03(b)

RESOLUTION NO: 1278-09-21

RESOLUTION NOMINATING A REPRESENTATIVE FROM THE CITY OF NACOGDOCHES TO NACOGDOCHES CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City of Nacogdoches is allowed to nominate up to five (5) potential candidates to the Central Appraisal District Board of Directors to represent its interests; and

WHEREAS, the Nacogdoches City Council meeting in regular session on September 21, 2021 is in agreement that _____ should be nominated to represent the City of Nacogdoches on the Board; and

NOW THEREFORE BE IT RESOLVED by City Council of the City of Nacogdoches, Texas that City Council does hereby nominate _____ to represent the City of Nacogdoches on the Central Appraisal District Board of Directors.

PASSED AND APPROVED this the 21st day of September, 2021.

Jimmy Mize, Mayor

ATTEST:

Jan Vinson, City Secretary

Approved as to form:

Steven Kirkland, City Attorney



City Council Meeting

Date: September 21, 2021

Agenda Item: 7.L.

PRESENTER: Steven Kirkland, City Attorney

ITEM/SUBJECT: Receive an update regarding public comment during City Council meetings.
(City Attorney)

SUMMARY/BACKGROUND: It is important that City Council and City staff be consistent with their advice and direction to the public. Recently, staff requested direction regarding public comment during City Council meetings on various agenda items. The City Attorney will discuss and provide guidance on public comment during City Council meetings.

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: Steven Kirkland, City Attorney
kirklands@nactx.us
936-559-2503

ATTACHMENTS:



City Council Meeting

Date: September 21, 2021

Agenda Item: 8.A.

PRESENTER: Jimmy Mize, Mayor

ITEM/SUBJECT: Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the duties of a public officer or employee. The subject of this Executive Session is to discuss and give feedback to the City Manager regarding his annual evaluation.

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Jimmy Mize, Mayor
mizej@nactx.us
936-559-2506

ATTACHMENTS: