



January 23, 2024

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

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

Members of the public who wish to submit comments on a listed agenda item by telephone must contact the City Secretary's office by email at lewisr@nactx.us or by calling 936-559-2506 and providing their name, telephone number and relevant agenda item upon which they wish to speak. All requests to make comments must be received by 12:00 p.m. on Tuesday, January 23, 2024. For all timely requests received, staff will call the submitted phone numbers directly during the meeting when the corresponding item comes up for comment. NOTE: The incoming phone call from City staff will be an unfamiliar number.

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

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.
4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of an ordinance amending Ordinance No. 1978-08-23 and amended with Ordinance No. 1988-12-23 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2023 and ending September 30, 2024 (Interim Director of Finance).
 - B. Consider approval of a resolution designating authorized signers for banking purposes and certification of incumbency (Interim Director of Finance).

- C. Consider approval of the purchase, installation and startup of Influent Pump #6 replacement at the Wastewater Treatment Plant from Zone Industries in a not-to-exceed amount of \$55,723.00 (Director of Public Works).
 - D. Consider approval of proposal for City Hall Roof & HVAC Replacements from Reneau Roofing & Sheet Metal, Inc. in a not-to-exceed amount of \$1,046,500.00 (Director of Public Works).
 - E. Consider approval of minutes for the January 2, 2024, Regular City Council meeting (Deputy City Secretary).
6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
- A. Consider approval of an agreement between the City of Nacogdoches and the Convention and Visitors Bureau in furtherance of the enhancement and promotion of convention, tourism, and hotel industry services, as well as the employment of the CVB Director and staff (City Attorney).
 - B. Consider approval of amendments to the Constitution and Bylaws of the Nacogdoches Convention and Visitors Bureau (City Attorney).
 - C. Consider approval of an ordinance of the City of Nacogdoches, Texas amending Chapter 94 "Taxation", Article IV "Hotel Occupancy Tax", Division 3 "Administration of Funds", Subdivision II "Convention and Visitors Bureau Board" of the Code of Ordinances for the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective date (City Attorney).
 - D. Consider approval of the appointment of the Convention and Visitors Bureau Director (City Manager).
7. EXECUTIVE SESSION.
- A. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this executive session will include discussion of general staffing issues, as well as discussion of the following positions: Finance Director, Community Services Director, and Fire Chief (City Manager).
8. Open for action, if any, on Executive Session item(s).
9. ADJOURN.



Rhonda Lewis
Deputy City Secretary



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

CERTIFICATION

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas as soon as weather permitted, and remained posted until the meeting convened.

Rhonda Lewis, Deputy City Secretary



City Council Meeting

Date: January 23, 2024

Agenda Item: 5.A.

PRESENTER:

ITEM/SUBJECT: Consider approval of an ordinance amending Ordinance No. 1978-08-23 and amended with Ordinance No. 1988-12-23 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2023 and ending September 30, 2024 (Interim Director of Finance).

SUMMARY/BACKGROUND:

FINANCIAL:

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

CITY CONTACT: Martie Simpson, Interim Finance Director
simpsonm@nactx.us
(936) 559-2529

ATTACHMENTS:

1. Detail Listing FY2023-24
2. Ordinance - Budget Amendment

**CITY OF NACOGDOCHES
BUDGET AMENDMENT - NUMBER 2
2023-2024**

Fund/Dept Name	Department	Account Name	Description	Current Budget	Budget Amendment	Amended Budget
GENERAL FUND						
01.86 680.00	Committed Reserves	Building and Structures	Fire Station 1,3 & 4 Rehab	894,600	594,000	
01.86 680.00	Committed Reserves	Building and Structures	City Hall Roof and HVAC		400,000	
Total				894,600	994,000	1,888,600
Various Accounts	Non-Departmental	Uniform Reimbursement	Uniform Reimbursement	-	22,408	22,408
Total				-	22,408	22,408
Total General Fund				894,600	1,016,408	1,911,008
UTILITY FUND						
30.36 620.70	Water Production	Water Well Maintenance	Water Well Rehabilitation	10,000	248,625	258,625
30.36 630.70	Water Production	Special Services	TCEQ - Customer Service	13,620	125,000	138,620
30.39 620.35	Wastewater Treatment	Water & Wastewater	Influent Pump	505,000	55,723	560,723
Various Accounts	Non-Departmental	Uniform Reimbursement	Uniform Reimbursement	-	30,595	30,595
Total Utility Fund				528,620	459,943	988,563

**ORDINANCE NO. 1992-01-24 AMENDING ORDINANCE NO. 1978-08-23 AND
AMENDED WITH ORDINANCE 1988-12-23 APPROPRIATING VARIOUS AMOUNTS
IN ACCORDANCE WITH BUDGET ADOPTED FOR THE ENSUING FISCAL YEAR
BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024.**

WHEREAS, the City Council of the City of Nacogdoches, Texas has approved and adopted the budget for said city for the ensuing fiscal year beginning October 1, 2023 and ending September 30, 2024; and

WHEREAS, the City Council of the City of Nacogdoches, Texas has previously approved an amendment to this budget on December 5, 2023; and

WHEREAS, the City Manager of the City of Nacogdoches has submitted to the City Council a proposed budget amendment of the City of Nacogdoches for the fiscal year ending September 30, 2024; and

WHEREAS, the City Council of the City of Nacogdoches desires to amend the approved Budget Ordinance of the 2023-2024 Fiscal Year;

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

Fund	Department	Description	Amt.
		SEE ATTACHED DETAIL	

PASSED AND APPROVED this the 16th day of January, 2024.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

Rhonda Lewis, Interim City Secretary

Approved as to form: _____
Jerry Baker, City Attorney

Approved as to content: _____
Martie Simpson, Interim Director of Finance



City Council Meeting

Date: January 23, 2024

Agenda Item: 5.B.

PRESENTER:

ITEM/SUBJECT: Consider approval of a resolution designating authorized signers for banking purposes and certification of incumbency (Interim Director of Finance).

SUMMARY/BACKGROUND:

FINANCIAL:

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

CITY CONTACT: Martie Simpson, Interim Director of Finance
simpsonm@nactx.us
(936) 559-2529

ATTACHMENTS: 1. Resolution - Authorized Signers

CITY OF NACOGDOCHES, TEXAS

RESOLUTION NO. 1359-01-24

A RESOLUTION OF THE CITY OF NACOGDOCHES, DESIGNATING AUTHORIZED SIGNERS FOR BANKING PURPOSES AND CERTIFICATION OF INCUMBANCY.

WHEREAS, the City of Nacogdoches, Texas (the “City”) is a local government of the State of Texas and is empowered to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, the City needs to maintain banking relationships with various financial institutions; and

WHEREAS, such financial institutions require the City to designate officers who are authorized to sign banking documents on behalf of the City; and

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

Section 1. The City Council of the City of Nacogdoches, Texas designates the following individuals as Authorized Signers to establish bank accounts on behalf of the City, close such accounts, operate such accounts, and designate persons to operate such accounts.

Titles

City Manager

Finance Director

Assistant Finance Director

Human Resources Director

Section 2. Recitals Incorporated.

The facts and recitals above are incorporated herein as if set forth in full for all purposes.

Section 3. Acknowledgement

That the individuals, whose signatures appear in the Resolution, are Authorized Representatives of the City and are each hereby authorized to sign banking documents on behalf of the City and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local government funds.

PASSED AND APPROVED by the City Council of the City of Nacogdoches, Texas on this 16th day of January, 2024.

ATTESTED:

APPROVED:

Rhonda Lewis, Deputy City Secretary

Randy Johnson, Mayor



City Council Meeting

Date: January 23, 2024

Agenda Item: 5.C.

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of the purchase, installation and startup of Influent Pump #6 replacement at the Wastewater Treatment Plant from Zone Industries in a not-to-exceed amount of \$55,723.00 (Director of Public Works).

SUMMARY/BACKGROUND: There are seven (7) influent pumps at the Wastewater Treatment Plant that pump raw sewage into the plant for treatment. These pumps rotate one (1) or two (2) at a time based on inflow, but significant rain events can require as many as five (5) or six (6) pumps to keep up with the flow through the plant. Influent Pump #6 is experiencing issues and has been evaluated and found to be non-repairable. It has been budgeted for replacement in the current fiscal year's CIP.

Staff has procured a quote for this pump replacement, installation and startup from Zone Industries (Precision Pump Systems), who has successfully performed these replacements for the City in the past. They are under a BuyBoard cooperative purchasing contract which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). The total cost quoted by Zone Industries is \$55,723.00.

FINANCIAL:

Item is budgeted:

Account No.: 30.39 620.35

Account Name: *Water & Wastewater Facility Maintenance*

Amount: \$55,723.00

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

Infrastructure

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

ATTACHMENTS: 1. Hydroflo Pumps Quote

Quotation is valid for 30 days from Quote date.

From: Dan Watson

E-Mail: dwatson@zoneindustries

Phone: 936-234-2166

Address: 3303 Cypresswood Dr

City, State: Spring, TX. 77388

City of Nacogdoches Pump No.6

Attention: City of Nacogdoches

Qty	Part #	Description
FREIGHT INCLUDED. Crane By Others		
NOTE: ONE STARUP AND ONE INSTALL INCLUDED		PROPOSAL TOTAL \$55,723.00

*** DESIGN: 3500 USGPM @ 27 TDH, 1170 RPM, ***
83% Efficient, 29 BHP, 260Inch TPL (+/-1")

QTY. 1 **H12PMF - 1 Stage O/L MIX FLOW PUMP ASSEMBLY**

QTY. 1 **MOTOR US Special 30HP VSS 6P/1200RPM /460V/3ph**

DISCHARGE HEAD ASSEMBLY SECTION

- 1.1875" x 34.22" x 416SS Head Shaft Assembly w/ 12TPI-LH Bronze Adjusting Nut and Key
- 1 Gallon Oil Pot w/ Dripper and Bracket
-460V Solenoid Oil Dripper
- F-Style Fabricated Steel Head with 12" 125# Discharge Flange for 16.5" BD with 25" W x 25" L x 1.5" Thick Integral Base
 - **Head Coating: Coating Inside Only-Coal Tar of Discharge Head**
 - Shaft Guard: Special Fabrication
 - 1.1875" Stretch Assembly Kit including: Tension Nut, Tension Sealing Ring, Sealing Ring Nut, Bronze Top Shaft Bearing and Mounting Bolts

COLUMN ASSEMBLY SECTION

- Piece Oil Lube Column Assembly: ~ 228.25" of 12" x .320" Wall x 20' Steel Oil Lubricated Threaded Column Assembly
 - 2.0"-14LH-JOH Oil Tube Assembly with Bronze Bearings
 - 1.1875" -12TPI x 240" Shafts x C1045 Lineshaft Assembly w/ C1045 Couplings
 - **Column Coating: Coating ID and OD-Coal Tar of Column Assembly**
 - **14-16 mils Coat Tar Epoxy: Coating OD Only-Coal Tar of Inner Column Assembly (Oil Tube)**

BOWL ASSEMBLY SECTION

- 2.0"-14LH-JOH Tube Adapter with Tube Bearing
 - 10.00"-14LH x 20.00"-JOH Projection
- H12PMF - 1 Stage Oil Lube/Water Flush Bowl Assembly w/ 18-8 SS Fasteners including:
 - **Column to be Flanged Directly to Bowl**
 - Cast Iron Bowls
 - B10 C932 Bronze Bowl Bearings
 - C844 Bronze MixFlow Impeller(s)
 - 416SS Bowl Shaft: 20.00" Projection x 1.1875" DIA - 12 TPI
 - Bell, Cast Iron Suction Case with B10 C932 Bronze Bearing
 - **Pump End Coating: Coating Outside Only-Coal Tar of Pump End**
- 304SS Bolt-On Basket Strainer
- Crating and Painting

- Estimated Total Assembly Weight As Above: 3235Lbs.

Standard time to have ready to ship is ~ 12 to 14 weeks A.R.O.

ADDITIONAL TERMS AND CONDITIONS:

Lead time estimates are based on standard processing and production times only and are subject to stocking levels. Order Processing lead time is mandatory for all orders and includes required review and documentation procedures prior to full production. Any submittal work is also included in this lead time as required. Total lead time includes both components and does not include any time for approvals, holds, or transit. For special lead times, expedite requests, significant quantities, or large projects, please contact Zone. Confirmation of lead time and shipment schedule will occur after receipt of purchase order.

AVAILABILITY: Lead times based on approved order and current factory loads.

Primary Clarifications:

Npsh not verified. Materials quoted as per customer supplied requirements. Quote based on data provided by client and customer to confirm the material suitability. Design based on water volume density of 1.0 and has a density of 8.34 pounds per gallon or 62.43 pounds per cubic foot. Revisions extra and require approval.

Not Included: VFD controls, spares, plumbing, engineering certifications, pump station design, anchor bolts, anchor bolt calculations, nuts/bolts for fittings, air lines, motor control devices, pressure gauges, air and vacuum release valves, valves, monitoring systems, tools, special tools, seismic analysis, what is not specifically mentioned in this quote and test equipment. After first fill, grease, oil, any lubrication system, lubricants and coolants.

Warranty: Zone Industries standard warranty terms apply. Duration to be 12 months operation, not to exceed 18 months from manufactures date of shipment which ever arrives first.

Terms: *ZONE/PPS Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only.

Note: Retainers are not considered as part of the terms of the quotation. Zone/PPS will furnish Insurance Certificate upon request. The above quotation is subject to Zone/PPS's standard conditions of sale and any party's acceptance to purchase items noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between Zone/PPS & other parties unless specifically noted otherwise by Zone/PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of proposal for City Hall Roof & HVAC Replacements from Reneau Roofing & Sheet Metal, Inc. in a not-to-exceed amount of \$1,046,500.00 (Director of Public Works).

SUMMARY/BACKGROUND: At the January 2, 2024 City Council meeting, a discussion was held regarding City Hall Roof and HVAC Replacements with a unanimously approved motion giving staff direction to move forward with contracting for replacement of the City Hall main roof and the roof over the Water Billing Office drive-thru area. In addition, all HVAC units identified in the building study report are slated for replacement, rather than only the critical units. Staff obtained an updated quote from Reneau Roofing & Sheet Metal, Inc. based on that direction in the amount of \$1,046,500.00 for this work.

Reneau Roofing & Sheet Metal is a qualified and experienced roofing contractor based in Nacogdoches County (Garrison) that has worked on other projects for the City. They are under a BuyBoard cooperative purchasing contract which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D).

FINANCIAL:

Item is budgeted:

Account No.: 01.86 680.00

Account Name: *Buildings & Structures*

Amount: \$828,260.00

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

Account No.: 01.86 680.00

Account Name: *Buildings & Structures*

Amount: \$267,740.00

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

Infrastructure

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

ATTACHMENTS: 1. Reneau Roofing and Sheet Metal Quote

RENEAU ROOFING & SHEET METAL, INC.

P.O. Box 100

Garrison, Texas 75946

Phone: 936-347-2369 Fax: 936-347-2075

PROPOSAL

To: Army Curtis

Project: Nacogdoches City Hall TIPS #: 21060302

We propose the following:

- **Tear off and haul off existing roofing**
- **Tear off and deck over existing elevator shaft**
- **Install 1/2" HD cover board**
- **Install 60 mil PVC roofing**
- **New coping and wood nailer**
- **Roof ladders and roof hatch**
- **Scuppers, weather heads, gutter and downspout**
- **New Sarna-drains**
- **Install PVC roofing over small existing metal roof**
- **TDR to handle all HVAC mechanical service**
- **Marsh Waterproofing to handle all waterproofing**
- **20 year warranty on PVC roofing**

Total Price: \$1,046,500

Note: We have a \$40,000 contingency fee figured.

We've added add'l roof on right side of roof plan that initially said "low roof, now work".

Exclude long narrow low roof at top left of roof plan.

Allen Pack, Estimator

1-4-24

Date

TDR CONTRACTORS, INC.

P. O. Box 1003
Gilmer, Texas 75644

Physical Address:
1523 W. Tyler St.
Gilmer, Texas 75644

Phone 903-843-5543
Fax 903-843-5544

**Nacogdoches City Hall HVAC Renovation
HVAC Proposal for Mechanical Services
9-8-2023**

Mechanical scope of work:

GROUND FLOOR

- One 2-1/2 Ton split system replaced like for like
 - Equipment near life expectancy, recommend replacement
 - Proposed AC-G-1 unit cutsheet attached for reference
 - Re-use existing refrigerant pipe, ductwork, condensate
 - Re-use electrical service
- Two 5 Ton split system replaced like for like
 - Proposed equipment AC-G-2 and AC-G-3 attached for reference
 - Re-use existing refrigerant pipe, ductwork, condensate
 - Re-use electrical service

FIRST FLOOR

- One 2-1/2 Ton split system replaced like for like
 - Equipment near life expectancy, recommend replacement
 - Proposed AC-1-1 unit cutsheet attached for reference
 - Re-use existing refrigerant pipe, ductwork, condensate
 - Re-use electrical service
- One 7-1/2 Ton split system replaced like for like
 - Equipment near life expectancy, recommend replacement
 - Proposed AC-1-2 unit cutsheet attached for reference
 - Re-use existing refrigerant pipe, ductwork, condensate
 - Re-use electrical service
 - Provide new outside air ductwork up to louver in second floor mechanical room
 - Current installation does not appear to have ventilation air delivered to unit as shown in existing design documents
- One 10 Ton multizone air handling unit and duct heaters replaced with heat pump VRF system
 - Equipment past life expectancy, recommend replacement
 - Proposed unit cutsheets attached for reference
 - ODU-1: 10 Ton
 - IDU 1-1: 3 Ton
 - IDU 1-2: 2-1/2 Ton
 - IDU 1-3: 1-1/2 Ton
 - IDU 1-4: 2-1/2 Ton
 - IDU 1-5: 1 Ton
 - New electrical distribution required
 - Condensing unit relocated to roof, route through new penetration over mechanical rooms
 - New outside air ductwork from riser to individual units, provide insulation on existing duct riser

FIRST FLOOR (continued)

- New refrigerant piping
- New condensate piping
- VRF system eliminates need for duct heater

SECOND FLOOR

- Three 5 Ton split systems replaced with heat pump VRF system
 - IDU 2N-A: 4-1/2 Ton
 - IDU 2N-B: 4-1/2 Ton
 - IDU 2N-C: 4-1/2 Ton
 - ODU-2N: 14 Ton
 - New outside air louver to be installed in mechanical room
 - Existing louver has been modified with blank-offs and is utilized as pathway for refrigerant piping and electrical conduit. We do not expect code required ventilation air levels are being provided for the spaces served by these units with current installation
 - New refrigerant piping and electrical routed through new core drilled holes in exterior of building from low roof
 - VRF system eliminates need for duct heater
- One 10 Ton multizone air handling unit and duct heaters replaced with heat pump VRF system
 - Equipment near or past life expectancy, recommend replacement
 - Proposed unit cutsheets attached for reference
 - IDU 2-1: 3 Ton
 - IDU 2-2: 3 Ton
 - IDU 2-3: 1 Ton
 - IDU 2-4: 1-1/2 Ton
 - IDU 2-5: 1-1/2 Ton
 - ODU-2: 10 Ton
 - New electrical distribution required
 - Condensing unit relocated to roof, route through new penetration over mechanical rooms
 - New outside air ductwork from riser to individual units, provide insulation on existing duct riser
 - New refrigerant piping
 - New condensate piping
 - VRF system eliminates need for duct heater

THIRD FLOOR

- Two 3 Ton direct expansion air handling unit serving it room existing to remain
- Three 5 Ton gas/electric rooftop units replaced like for like
 - Equipment near or past life expectancy, recommend replacement
 - Proposed unit cutsheets attached for reference
 - RTU-3-1
 - RTU-3-2
 - RTU-3-3
 - New gas piping on roof
 - New condensate piping on roof
 - New curbs
 - Re-use electrical feeders
 - New exterior disconnects
- One 10 Ton multizone air handling unit and duct heaters replaced with heat pump VRF system
 - Equipment near or past life expectancy, recommend replacement
 - Proposed unit cutsheets attached for reference
 - IDU 3-1: 3 Ton
 - IDU 3-2: 1 Ton
 - IDU 3-3: 2-1/2 Ton
 - IDU 3-4: 1-1/2 Ton
 - IDU 3-5: 2-1/2 Ton
 - ODU-3: 10 Ton
 - New electrical distribution required
 - Condensing unit relocated to roof, route through new penetration over mechanical rooms
 - New outside air ductwork from riser to individual units, provide insulation on existing duct riser
 - New refrigerant piping
 - New condensate piping
 - VRF system eliminates need for duct heater

ROOF

- Four Exhaust fans replaced like for like
 - Equipment past life expectancy, recommend replacement
- One Supply fan replaced like for like
 - Equipment past life expectancy, recommend replacement

Excludes:

- Sales Tax
- Fire Alarm
- Roofing
- Structural Modifications

Mechanical Proposal: \$559,895.00

Thanks,

Matt Jackson, PE
Estimator/Project Manager
(903) 520-8590



City Council Meeting

Date: January 23, 2024

Agenda Item: 5.E.

PRESENTER:

ITEM/SUBJECT: Consider approval of minutes for the January 2, 2024, Regular City Council meeting (Deputy City Secretary).

SUMMARY/BACKGROUND:

FINANCIAL:

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

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

ATTACHMENTS: 1. CC010224



Regular Session
Nacogdoches City Council
January 2, 2024 – 5:30 p.m.
City Council Chambers – City Hall
202 East Pilar Street

DRAFT

City Council present in person: Mayor Randy Johnson, Council Members, Chad Huckaby (via videoconference), Kathleen Belanger and Mayor Pro Tem Roy Boldon; and Brad Maule

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

There were no comments in Open Forum.

4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.

There were no items removed from the Consent Agenda.

5. **CONSENT AGENDA:**

Councilwoman Belanger moved to approve all items on the Consent Agenda. Councilman Maule duly seconded the motion and the motion was approved unanimously.

6. **REGULAR AGENDA:**

- A. Hold a discussion and give staff direction concerning the City Hall Roof and HVAC.

Case Opperman, Director of Public Works and City Engineer, updated Council on the condition and the cost of the City Hall roof that is in disrepair. He stated that in 2022, Engineering staff worked with Curtis Architecture to obtain initial pricing on the City Hall roof. In doing so, it was noticed that the HVAC Units were in need of repair as well. Curtis Architecture presented a plan to replace the roof and all the HVAC units, last spring. A \$900,000 CIP budget was prepared for the project, but it was discovered that there was a change to the scope of work for the original budget, bringing the cost to \$1.1MM.

Army Curtis of Curtis Architecture, addressed Council informing them of the number of units in need of repair. He also discussed how the increase in costs occurred. He also stated that there is a contingency allocation for unforeseen issues.

Councilman Maule asked what the life of the new roof would be. Mr. Curtis stated there is a 20-year warranty on the roof.

Mayor Johnson asked where the money for the project will come from. Mr. Opperman stated that \$900,000 would come from the CIP and the other funds would come before Council again as a budget amendment.

Councilwoman Belanger asked if a bidding process occurred. Mr. Opperman stated the Local Government Code, allows for an exception to the bidding process, where the City is able to enlist the help of BuyBoard Contractors.

- B. Consider approval of expenditures through a BuyBoard purchasing contract with Weisinger Incorporated for emergency repairs to Well 12 in the amount of \$248,625.00 (Director of Public Works).

Case Opperman, Director of Public Works and City Engineer, explained to Council that Well 12 has gone down and in need of repair, and parts replaced. The well produces approximately 900,000 gallons of ground water per minute and feeds the southside of town, south of Main Street. Mr. Opperman stated that Weisinger Incorporated, a BuyBoard Contractor, that has done work on Nacogdoches wells. Weisinger Inc. presented a proposal for repairing the well.

Councilwoman Belanger moved to approve Item 6.B. as written and Councilman Huckaby duly seconded the motion. The motion was approved unanimously.

Minutes unofficial until approved by City Council

7. **EXECUTIVE SESSION:**

Council adjourned into Executive Session at 6:02 p.m.

City Council reconvened in Regular Session. No action was taken in Executive Session.

8. **ADJOURNED:** 6:28 p.m.

ATTEST:

Mayor Randy Johnson
City Council
City of Nacogdoches

Rhonda Lewis, Deputy City Secretary

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of an agreement between the City of Nacogdoches and the Convention and Visitors Bureau in furtherance of the enhancement and promotion of convention, tourism, and hotel industry services, as well as the employment of the CVB Director and staff (City Attorney).

SUMMARY/BACKGROUND: The Nacogdoches Convention and Visitor's Bureau (CVB) provides tourism and convention marketing services on behalf of the City of Nacogdoches, pursuant to Chapter 351 of the Texas Tax Code and by written agreement. The agreement provides that the City pay the CVB 72.5% of available hotel occupancy tax (HOT) revenue that is collected under Chapter 351 and Chapter 94 of the Code of Ordinances. In exchange, the CVB agrees to perform tourism and convention marketing services on behalf of the City consistent with its mission statement, and in accordance with Chapter 351 and all other applicable laws and regulations.

A separate agreement between the CVB and the City provides for the employment of personnel for the CVB, including the CVB Director and staff. Under the terms of the agreement, the City agrees to provide salary and other benefits to the Director and staff as is customary for other City employees. The City, specifically through the City Manager, retains the ultimate authority to hire and terminate the CVB Director and staff.

The current agreement for consideration and approval by the City Council seeks to replace the two separate agreements and consolidate the terms of each into a single agreement. Further, the agreement seeks to address discrepancies between the terms of the agreement, the CVB's Constitution and Bylaws, and portions of Chapter 94 of the Code of Ordinances of the City of Nacogdoches.

FINANCIAL:

Item is budgeted:

Account No.: 18.49.630.94

Account Name: Hotel Fund Convention and Tourism Expense

Amount: \$616,250.00

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

Not Applicable

CITY CONTACT: Jerry Baker, City Attorney
bakerj@nactx.us
(936) 559-2503

ATTACHMENTS: 1. CVB Agreement_2024

**AGREEMENT BY AND BETWEEN THE CITY OF NACOGDOCHES AND
THE NACOGDOCHES CONVENTION AND VISITORS BUREAU IN
FURTHERANCE OF THE ENHANCEMENT AND PROMOTION OF
CONVENTION, TOURISM AND HOTEL INDUSTRY SERVICES**

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 may be amended from time to time.

**I.
RECITALS**

WHEREAS, Chapter 351 of the Texas Tax Code authorizes the City the ability to enact and impose a hotel occupancy tax (“HOT”) within the corporate limits of the City of Nacogdoches;

WHEREAS, revenue from the municipal hotel occupancy tax must be used only to promote tourism and the convention and hotel industry, as more specifically outlined in Tex. Tax Code §351.101;

WHEREAS, Tex. Tax Code §351.101(c) permits the governing body of a municipality to contract with another governmental entity or a private organization for the management or supervision of the programs and activities funded with HOT revenue as authorized by Chapter 351;

WHEREAS, the City has recognized the need to engage another entity to provide the tourism and the convention and hotel industry promotion services in and for the City of Nacogdoches, and to assure the availability of such services on behalf of the City;

WHEREAS, the CVB desires to provide the tourism and the convention and hotel industry promotion services on behalf of the City, and the City agrees to contract with the CVB to provide such services as set forth under the terms of this Agreement.

**II.
AGREEMENTS**

NOW, THEREFORE, in furtherance of the purposes of the Tex. Tax Code §351.001 et seq. and in consideration of the mutual covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the CVB hereby agree as follows:

A. Services.

1. **CVB Services.** The CVB shall provide the following services, activities, and functions (the “Work”) for and on behalf of the City:

- a. Perform such activities which directly enhance and promote tourism and the convention and hotel industry for and on behalf of the City (the “Work”), to include:
 - i. Market, solicit, and advertise for conventions, tourism, and other gatherings to maximize use of convention facilities, commercial lodging facilities, and tourism facilities consistent with an adopted marketing plan. Such includes close cooperation with the Hotel Fredonia and Convention Center;
 - ii. Provide registration, housing, and information services for convention groups;
 - iii. Develop public awareness of the desirability, benefits, and importance of travel to the Nacogdoches area economy;
 - iv. Market and distribute materials promoting Nacogdoches as a preferred destination city consistent with a marketing plan;
 - v. Demonstrate advantages Nacogdoches has to offer visitors from other parts of the state, nation, and world;
 - vi. Perform all responsibilities of tourism and marketing for and on behalf of the City; and
 - vii. Perform additional duties as agreed upon by both parties consistent with the CVB’s Mission Statement 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;
- b. Perform the Work in accordance with the requirements of the Tex. Tax Code §351.001 et seq., all other applicable state and federal laws and regulations, Chapter 94, Article IV—Hotel Occupancy Tax, of the City’s Code of Ordinances, and the terms of this Agreement;
- c. Administer and expend any HOT funds received from the City solely to perform the Work as allowed under the Tex. Tax Code §351.001 et seq. and in compliance with the terms of this Agreement;
- d. Deposit funds received from the City in a separate bank account. The CVB acknowledges it has a fiduciary duty to the City regarding any public funds received;
- e. Provide for any utilities, janitorial supplies, and building maintenance necessary for its use and occupancy of the Charles Bright Visitor Center. 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; and

- f. Pay the City such administrative expenses associated with the services the Director and staff provided to the CVB, as permitted under Tex. Tax Code §351.101(e), and as set forth more specifically below.
2. **City Services.** The City shall provide the following services, activities, and functions for or on behalf of the CVB:
- a. Pay to the CVB, quarterly in arrears, an amount equal to 72.5% of the City's portion of the HOT revenue that is taxable and collected under the Tex. Tax Code §351.001 et seq. and Chapter 94, Article IV—Hotel Occupancy Tax, of the City's Code of Ordinances;
 - b. Permit the CVB to occupy the Charles Bright Visitor Center located at 200 E. Main Street without any obligation of paying rent. Such areas of occupancy by the CVB shall be determined at the sole discretion of the City. The City shall provide property insurance on the building; and
 - c. Provide for the employment of personnel for the CVB, including the CVB Director and staff, to assist the CVB in the performance of the Work, as set forth more specifically below.

B. CVB Personnel.

1. The CVB Director and staff employed by the City, and provided to the CVB under the terms herein, will perform the duties traditionally provided by the Executive Director and support staff of the CVB.
2. Pursuant to the CVB Bylaws and City Ordinance, the CVB Board of Directors is vested with the ability to advise the City Manager on any given action to be taken in regard to the hiring, overall job performance, or termination of the CVB 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 the CVB that the City will retain the ultimate authority to hire and terminate the CVB Director and staff. In accordance with the City Charter, the City Manager shall exercise this authority on behalf of the City. The City Council shall approve the City Manager's appointment of the CVB Director before the Director assumes his/her duties.
3. It is expressly understood by and between CVB and the City that the CVB Director and staff are, and shall at all times be considered, direct employees of the City subject to all requirements, policies, and benefits of other City employees. 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. In accordance with Tex. Tax Code §351.101(e), the CVB will pay the City a monthly amount equal to the actual costs incurred by the City for salary, related expenses, and benefits directly associated with the services the Director and staff provided to the CVB. The City shall deliver a monthly invoice for said compensation to the CVB, which the CVB agrees to pay the invoice within thirty (30) days of receipt.
5. Additionally, the CVB will pay the City for any travel expenses and associated dues, as well as to provide computers, telephones, and all other required office equipment and supplies as needed for the Director and staff for the performance of duties required the Work.
6. Outside of the fixed monthly payments to the City, the CVB will have no other financial obligation to the Director and Staff, unless Director and/or staff and CVB enter into an ancillary agreement which is approved by the City. Should such any ancillary agreement be reached, the requirements for Tex. Tax Code §351.101(e) related to the allocation of administrative costs shall be strictly observed.
7. The City will maintain complete and accurate records of all payrolls, expenditures, disbursements, and other items charged to CVB for a minimum of four (4) years from the date of the termination of this Agreement. All such records will be clearly identifiable, and the City will allow the CVB or its designated representatives to inspect, examine, copy, and audit all such records during regular business hours with at least 24 hours' written notice.

C. Budget, Accounting, and Reports.

1. No later than June 15 of each year, or at such other date approved by the City Manager of City, the CVB shall provide the City a proposed Budget and Marketing Plan for the Work, which shall reflect consultations between the 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 Budget and Marketing Plan shall be consistent with required allocation of uses of tax collections as set forth in the Tex. Tax Code §351.001 et seq. and Chapter 94, Article IV—Hotel Occupancy Tax, of the City's Code of Ordinances, and shall identify those scheduled activities, programs, or events that will directly enhance and promote tourism and the convention and hotel industry.
2. 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.

3. 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. Upon approval of Marketing Plan and Budget by the City Council, the CVB shall implement the plan and allocate funds within budgeted limits without further action on the part of the City. Any material proposed changes to the approved Marketing Plan must be approved in writing by the City Manager or designee.
4. It is the intent of the City and the CVB that the Budget for the Work which, other than as hereinafter excepted, reflect tax collections equal to 72.5% of the City portion of HOT revenue that is taxable and collected under the Tex. Tax Code §351.001 et seq. and Chapter 94, Article IV—Hotel Occupancy Tax, of the City's Code of Ordinances, 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, the CVB shall send the City Manager written notice of how CVB proposes to adjust its budget accordingly. Limits of the HOT funds allowed to be used for day-to-day operations, travel, and other matters described in the Tex. Tax Code §351.101(e) and (f) shall be strictly observed.
5. Under a separate agreement, the City may provide that the first \$150,000.00 of the City portion of the HOT 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 HOT 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%. 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.
6. The CVB shall maintain complete and accurate books and records of activities and finances, which the 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, the CVB shall account separately for HOT 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 related work.

On request of City, CVB shall make records relating to handling and expenditure of the HOT revenue and other City payments available to the City Manager or any other person designated by City.

7. The CVB shall engage certified public accountants, previously approved by City Manager, to audit its annual financial statements and shall deliver to the 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. 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, the CVB shall deliver a copy of all audit work papers that underlie annual financial statements.
8. Within thirty (30) days after the end of each quarter in the fiscal year, the CVB shall deliver to City Manager:
 - a. a written report of expenditures relating to the Work with specific allocations and expenditure information as to hotel occupancy taxes, and
 - b. 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.
9. The CVB will provide the 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. The CVB shall provide the 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.

D. Insurance. CVB shall carry insurance in the following types and amounts for the duration of this Agreement and, prior to commencement date, shall furnish the 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

1. 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;
2. 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;
3. 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
4. "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. The 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. The 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, the company must be rated by A.M. Best at B+VII or better and acceptable to City. The CVB shall produce an endorsement to each affected liability policy that: (a) names the City as additional insured, with the right of subrogation against the City, waived and (b) obligates insurance company to notify the City of any non-renewal, cancellation, or material changes to the policy, at least thirty (30) calendar days before change or cancellation.

The 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. The 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 the CVB. The City shall be entitled, upon request, and without expense to the 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.)

E. Additional Terms.

1. The following definitions shall apply to the terms of this Agreement:
 - a. “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.
 - b. “Fiscal year” means twelve-month period beginning October 1 and ending September 30.
 - c. “Hotel occupancy 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 Tex. Tax Code §351.001 et seq.
2. Except as provided in the CVB Bylaws, Articles of Incorporation, City Ordinance, or in this Agreement, the 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 the CVB’s Articles of Incorporation, (ii) comply with applicable laws, and (iii) do not impair its ability to carry out its duties under this Agreement.
3. The City may require the CVB to perform an annual performance audit. If such an audit is requested, the City will determine the scope of work and the CVB will pay the costs for said performance audit.
4. The 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 the CVB can use any additional logo adopted by its Board of Directors.

5. In addition to any particular limitations and conditions specifically stated in this Agreement, all obligations of the Agreement from proceeds of the HOT 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 the City to levy and collect this tax.

III. TERM

The term of this Agreement shall be one (1) year commencing on **January 16, 2024** (the “Effective Date”), and, upon written agreement of the parties, may be renewed for subsequent one (1) year periods thereafter, unless terminated earlier in accordance with the provisions of this Agreement.

IV. TERMINATION

- A. **Right of 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.
- B. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations except as otherwise provided herein, or except those that may arise as a result of a breach of this Agreement.
- C. **Cooperation.** Upon expiration or termination hereof for any reason, the CVB shall cooperate with the City to ensure a smooth transition and completion of the Work. Without limiting the generality of the foregoing, the CVB shall promptly, but not more than sixty (60) days following termination, turn over to the City, without charge, all unspent HOT revenue in its possession, as well as all other City contributed revenue funds, including balance of the reserve fund, and all property purchased with HOT revenue or City provided funds. Upon request, the CVB shall assign to the City all contracts, rights, and claims relating to the Work. Termination of this Agreement shall not impair the rights of City under state law, the Articles of Incorporation or Bylaws of the CVB, or under any other contract between the City and the CVB.

V. RELATIONSHIP OF THE PARTIES

The CVB is an independent entity, and the relationship between the CVB and the City is and shall remain that of independent contractors. City is not and shall not be liable for any of the CVB’s debts or obligations, including any operating deficit that may arise. The CVB shall not hold itself out as an agent of City, nor in any way purport to bind the City with respect to any contract or other obligation. The CVB shall perform the Work free of any direction or control by City, but in a manner consistent with applicable law. The CVB and the City agree to take any and all action as

may be reasonably requested by either of them to inform the public of the independent contractor nature of their relationship.

VI. INDEMNITY

THE CVB SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS ADMINISTRATORS, AGENTS, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, EXPENSES, LOSSES, CLAIMS, DEMANDS, LIABILITIES, AWARDS, JUDGMENTS, AND OBLIGATIONS ARISING FROM, RELATING TO, OR IN ANY WAY SUSTAINED OR INCURRED, DIRECTLY OR INDIRECTLY, BY REASON OF THE WORK PROVIDED UNDER THIS AGREEMENT OR THE OPERATIONS OR ACTIVITIES OF THE CVB. THE CITY MAY SET-OFF AND APPLY AGAINST ANY SUCH CLAIM (OR AGAINST CITY'S COST OF DEFENDING AGAINST SUCH CLAIM) ANY AMOUNT THE CITY OWES THE CVB HEREUNDER.

VII. MISCELLANEOUS

- A. Notice.** 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
CVB Director
200 East Main Street
Nacogdoches, Texas 75961

City of Nacogdoches
City Manager
202 E. Pilar Street
Nacogdoches, Texas 75961

unless another address is substituted by notice delivered or sent as provided in this paragraph. Unless otherwise specified in this Agreement, any notice is deemed given when received.

- B. Waiver.** Waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach, including any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. None of the provisions of this Agreement shall be considered waived by either party except when such waiver is given in writing.

- C. **Assignment.** No assignment of this Agreement or the rights or obligations hereunder shall be valid without the prior written consent of the non-assigning party.
- D. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E. **Governing Law and Venue.** This Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. Nacogdoches County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought in connection with or that arises out of this Agreement.
- F. **Authority.** The individuals executing this Agreement on behalf of the respective parties below represent 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, and that each individual affixing his or her signature hereto is authorized to do so.
- G. **Entire Agreement.** This Agreement, any amendments or addenda hereto, and any exhibits specifically mentioned therein, constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence and agreements, or whether oral or written, pertaining thereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, in relation to the subject matter of this Agreement, that are not embodied in this written Agreement, and that no such other agreement, statement or promise relating to the subject matter of this Agreement and not set forth in this Agreement has been relied upon or shall be valid or binding. This Agreement may be amended or modified only by a writing duly executed by both parties. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the **City of Nacogdoches, Texas** 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: Randy Johnson
Title: Mayor
Date: _____

NACOGDOCHES CONVENTION AND VISITORS BUREAU

Signature: _____
Print Name: Chay Runnels
Title: Board Chair
Date: _____

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of amendments to the Constitution and Bylaws of the Nacogdoches Convention and Visitors Bureau (City Attorney).

SUMMARY/BACKGROUND: The Constitution and Bylaws of the Nacogdoches Convention and Visitors Bureau (CVB) provide that the purpose of the CVB is to promote, market and sell convention and tourism-related business in the Nacogdoches area; to further the promotion of tourism and publicity for the area; and to promote Nacogdoches as a tourist destination throughout the state, regionally, nationally and internationally. In accordance with the applicable Code of Ordinances, the Nacogdoches City Council appoints the members of the CVB board to administer the funds available from the hotel occupancy tax (HOT) in order to carry out these purposes.

The Bylaws guide the CVB board's actions and decisions as it performs such duties. Under Article XX of the CVB's Constitution and Bylaws, amendments to the Bylaws must be approved by a two-thirds vote of the members of the board that are present. However, any such amendments do not become effective until they are approved by the City Council.

At a regular meeting of the CVB board on January 10, 2024, the board approved amendments to the Constitution and Bylaws by more than two-thirds of the members present. These amendments seek to address discrepancies between the CVB Bylaws, portions of Chapter 94 of the Code of Ordinances of the City of Nacogdoches, and the agreement with the City for the management or supervision of programs and activities funded with HOT revenue pursuant to Chapter 351 of the Texas Tax Code.

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: Jerry Baker, City Attorney
bakerj@nactx.us
(936) 559-2503

ATTACHMENTS: 1. CVB By-Laws_rev

CONSTITUTION AND BYLAWS OF THE NACOGDOCHES CONVENTION AND VISITORS BUREAU

ARTICLE I

The name of this non-profit corporation shall be NACOGDOCHES CONVENTION AND VISITORS BUREAU.

ARTICLE II PURPOSE

The purpose of this non-profit corporation shall be to promote, market and sell convention and tourism-related business in the Nacogdoches area; to further the promotion of tourism and publicity for the area; and to promote Nacogdoches as a tourist destination throughout the state, regionally, nationally and internationally.

This non-profit corporation shall be strictly non-political insofar as it shall take no part in political campaigns for or against any political party or candidate of any political party.

ARTICLE III PLACE OF BUSINESS

The street address of the registered office of the corporation is 200 E. Main Nacogdoches, TX 75961; the person serving as the Executive Director of the corporation shall also serve as ~~its~~sits Registered Agent.

ARTICLE IV BOARD OF DIRECTORS

Composition

The affairs of the organization shall be governed by a Board of Directors, which shall be composed of seven (7) ~~to eleven (11)~~ members appointed or removed directly by the City Council of the City of Nacogdoches. The members may be representatives of the following categories:

~~At least Three-three (3)~~ representatives from retail merchants, including restaurants;
~~At least Three-three (3)~~ representatives from the hotel/motel and or bed and breakfast industry; and
~~At least One-one (1)~~ representative from university interests;

The City Council may, in its sole discretion, consider persons recommended by the current board of directors of the Convention and Visitors Bureau or accept applications from the public. The nominations from the board of directors shall always include more individuals than the number of vacant positions available. The City Council shall not be required to accept any recommendations but shall have the authority to appoint any citizen of the county.

Terms

The normal terms of the Convention & Visitors Bureau Board members shall be three (3) years, but appointment to the board shall be so arranged that no more than two (2) members shall complete their full term in any one year. Normal terms shall begin October 1 to coincide with the fiscal year.

Attendance

Any Director who is absent without excuse for four scheduled or three consecutive regular Board of Directors meetings in a fiscal year shall forfeit his or her membership on the Board. If a Board Member is absent three times or at two consecutive meetings during a fiscal year, the Chair or Vice Chair shall contact said Board member to determine whether the Director desires to continue to serve and to remind the Director to attend the remaining meetings that year.

Excused absences include personal illness, death in the immediate family or travel out of town with notice to the Chair, Vice Chair or Executive Director prior to the Board of Directors meeting.

Representation

When any Director who was appointed to represent a business or industry segment is no longer employed in that industry segment for a period of ninety-one (91) consecutive days or more, or if a Director otherwise fails to meet the qualification prescribed by these Bylaws for serving as a Director, said Director shall forfeit his/her seat on the Board.

Vacancies

In the event that a Director forfeits his/her seat or otherwise resigns or vacates his/her position, the Chair shall notify the City Secretary so that the City Council may appoint a replacement to the position for the appropriate industry segment. The Chair (subject to ratification by the Board of Directors) shall then nominate persons to be presented to the City Council as a non-binding recommendation of potential candidates to fill the remainder of the unexpired term. The nominations shall always include more individuals than the number of vacant positions available. The City Council may consider persons other than those nominated by the Chair.

Qualifications

Each Director elected to represent the lodging industry, retail merchants, restaurant industry, bed and breakfast operators and University interests must be an owner, operator or in an upper administrative/management position in his/her organization at the time of his/her nomination and throughout his/her term as a Director.

Board Responsibilities

~~The Board of Directors is responsible for hiring the CVB Executive Director who will provide financial and activity reports to the Board during its monthly meeting. The CVB Executive Director is an at-will employee.~~

ARTICLE V

OFFICERS OF THE BOARD OF DIRECTORS

The elected officers of this organization shall be Chair, Vice-Chair, and Secretary/Treasurer. Election as the Chair of the Board implies recognition of leadership ability, a record of accomplishment and a demonstrated interest in service to Nacogdoches and its visitor industry. The Board will select the Chair, Vice-Chair, Secretary/Treasurer from among its ranks. Each officer shall hold office for a term of one (1) year, but may be reelected annually, up to (3) years.

Chair

The specific duties of the Chair are to preside at all meetings of the Board of Directors, to make committee appointments; to represent the Bureau at meetings and with the media and if unable, to delegate the responsibility. The Chair shall be a voting member of the Board.

Vice Chair

The Vice Chair shall perform the duties of the Chair in his/her absence and additional duties as assigned by the Chair.

Secretary/Treasurer

The Secretary/Treasurer shall see that all funds are received, held and disbursed as authorized by the Board of Directors and that accurate financial records of all transactions are kept. The Secretary/Treasurer shall cause to be presented a financial report at each meeting of the Board of Directors and at any other time as deemed necessary. The organization shall maintain its financial books and records on a fiscal year of October through September.

The Secretary/Treasurer shall cause to be kept accurate minutes and see that appropriate committee reports are filed. The Secretary/Treasurer shall see that correspondence is executed and official records kept.

ARTICLE VI MEETINGS

Regular meetings of the Nacogdoches Convention and Visitors Bureau Board of Directors shall be held monthly at a date and time to be determined by the Board. Special meetings may be called by the Chair or upon the request of three members at such time and place as the Chair shall designate. All meetings of the Board of Directors shall be subject to the requirements for such meetings as set forth in Chapter 94, Article IV, Division 3 of the City of Nacogdoches Code of Ordinances.

Voting

Those Board members present at meetings shall constitute the voting body. ~~Four~~Six (46) members shall constitute a quorum for the transaction of business at any meeting of the Board.

ARTICLE VII FISCAL YEAR

The fiscal year shall begin on October 1 and end on September 30.

ARTICLE VIII COMMITTEES

Nominating Committee:

Every year, the Chair shall appoint a nominating committee of three (3) board members no later than the regularly scheduled June meeting. The nominating committee shall present a slate of nominees for board officers no later than the August meeting. The board will vote on the slate of nominees no later than the September meeting. The Executive Director shall serve as a non-voting member.

Other committees may be appointed as approved by the Board of Directors.

ARTICLE IX **FINANCES DUTIES AND RESPONSIBILITIES**

Subject to the limitations otherwise stated herein, ~~There~~ there is vested in the Convention and Visitors Bureau Board of Directors the full, complete, and entire management and control of the Nacogdoches Convention and Visitors Bureau.

The Board of Directors may advise the City Manager of the City of Nacogdoches on any given action to be taken in regard to the hiring, overall job performance, or termination of the Convention and Visitors Bureau Director or staff; however, the final authority as to employment rests with the City of Nacogdoches. The Convention & Visitors Bureau Director and staff are, and shall at all times be considered, direct employees of the City of Nacogdoches.

The Board of Directors shall administer the programs and activities funded with the hotel occupancy tax under Chapter 94, Article IV, Division 3 of the City of Nacogdoches Code of Ordinances, and to carry on the purpose of said Division.

ARTICLE X BYLAWS, RULES and REGULATIONS

The Board shall adopt such bylaws, rules and regulation as it may deem proper. Bylaws, and any changes, additions or amendments thereto must be submitted to the City Council of the City of Nacogdoches for consideration and approval prior to implementation.

ARTICLE XI BUDGET

The Convention and Visitors Bureau shall submit a budget for annual operations to the City Secretary of the City of Nacogdoches prior to ~~August~~ June 15 each year.

ARTICLE XII ALLOCATION OF FUNDS

The City Council shall consider budget requests and allocate funds to the board on a ~~quarterly~~ monthly basis. Such amounts shall be paid, in arrears, to the extent they are available from Hotel/Motel Tax monies, ~~shall be paid quarterly no later than the 10th day of February, May, August and November of each fiscal year.~~

ARTICLE XIII BANK ACCOUNT

The Convention and Visitors Bureau Board shall deposit Nacogdoches hotel/motel tax revenue it receives in a separate bank account, established by the Board in the depository that maintains all other public funds of the City of Nacogdoches. The funds shall be titled the “Nacogdoches Convention and Visitors Bureau Fund” and all monies paid by the city from hotel/motel tax for services by the Board shall be deposited in the account. The funds shall not be co-mingled with any other funds of the Convention and Visitors Bureau and the Board shall have custody and responsibility for the funds, the bank account, and all records relating thereto.

ARTICLE XIV RECORDS RETENTION

All original books of entry shall be maintained in perpetuity. All canceled checks and other financial records shall be maintained for a period of six (6) years in conformance with the laws of the State of Texas regulating records retention.

ARTICLE XV AUDIT

All accounting procedures, records and reports shall be available by a duly authorized representative of the City of Nacogdoches. An ~~independent~~ audit of the ~~programs~~program's financial records or a report on agreed upon procedures by a qualified Certified Public Accountant shall be furnished to the City within ~~ninety-one hundred twenty~~ (90)120 days of the close of each fiscal year. The type of report shall be confirmed during the budget adoption process and shall be funded as a line item in the annual Convention and Visitors Bureau budget.

ARTICLE XVI BOND

~~Board members and/or staff designated to withdraw funds shall be bonded in the amount of \$50,000.~~

ARTICLE XVII COMPENSATION AND EXPENDITURE OF FUNDS

All expenditures of funds received by the corporation from the City of Nacogdoches shall be in accordance with applicable state laws and city ordinances as outlined in V.T.C.A. Tax Code § 351

et. Seq., ~~Section 27~~Chapter 94 of the City of Nacogdoches Code of Ordinances, and any contract or agreement with the City of Nacogdoches.

ARTICLE XVII RATIFICATION

Adoption of this Constitution and Bylaws shall be by a majority vote of the Board of Directors after presentment and approval by the City Council of the City of Nacogdoches.

ARTICLE ~~XIX~~XVIII DISSOLUTION PROVISION

Upon dissolution of the organization, assets shall be distributed for one or more exempt purpose within the meaning of Section ~~510-501~~(c)(6) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the City of Nacogdoches for public purpose.

ARTICLE ~~XX~~XIX AMENDMENT

The bylaws may be amended by a two-thirds vote of those present and voting at any regular meeting provided the amendment was submitted in writing at the previous regular meeting and provided that no amendment shall effect any change contrary to the provisions of Section ~~510~~501(c)(6) of the Internal Revenue Code, or corresponding section of any future federal tax code. Any such amendment shall not become effective until it shall have been approved by the City Council of the City of Nacogdoches.

Chay Runnels, Board Chair

ATTEST:

First Revision 10/14/1999
Second Revision adopted 10/17/2006
Third revision adopted 10/2008
Fourth revision adopted 1/15/2013
Fifth revision adopted 12/2/2014
Sixth revision adopted 12/1/15
Seventh revision adopted 12/1/2015
Eighth revision adopted 1/16/2024



City Council Meeting

Date: January 23, 2024

Agenda Item: 6.C.

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of an ordinance of the City of Nacogdoches, Texas amending Chapter 94 "Taxation", Article IV "Hotel Occupancy Tax", Division 3 "Administration of Funds", Subdivision II "Convention and Visitors Bureau Board" of the Code of Ordinances for the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective date (City Attorney).

SUMMARY/BACKGROUND: The City of Nacogdoches is authorized under Chapter 351 of the Texas Tax Code to enact and impose a hotel occupancy tax (HOT) within the corporate limits of the City of Nacogdoches. The City Council has adopted ordinances under Chapter 94 of the Code of Ordinances. These ordinances are designed to meet the requirements of Chapter 351 for the administration of programs and activities funded by HOT revenue.

Amendments to these ordinances are being proposed; specifically provisions applicable to the Nacogdoches Convention and Visitors Bureau (CVB) board. These amendments seek to address discrepancies between the Code of Ordinances, the CVB's Constitution and Bylaws, and the agreement between the City and the CVB for the management or supervision of programs and activities funded with HOT revenue.

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: Jerry Baker, City Attorney
bakerj@nactx.us
(936) 559-2503

ATTACHMENTS: 1. Ordinance_CVB Amended

ORDINANCE NO. 1991-01-24

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING CHAPTER 94 “TAXATION”, ARTICLE IV “HOTEL OCCUPANCY TAX”, DIVISION 3 “ADMINISTRATION OF FUNDS”, SUBDIVISION II “CONVENTION AND VISITORS BUREAU BOARD” OF THE CITY OF NACOGDOCHES, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONTINUATION CLAUSE; PROVIDING A REPEAL CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Nacogdoches is authorized under Chapter 351 of the Texas Tax Code to enact and impose a hotel occupancy tax within the corporate limits of the City of Nacogdoches;

WHEREAS, the City Council of the City of Nacogdoches has adopted ordinances designed to meet requirements of Chapter 351 of the Texas Tax Code for the administration of programs and activities funded with the hotel occupancy tax; and

WHEREAS, the City Council has determined the need to amend certain portions of these ordinances applicable to the convention and visitors bureau board.

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

SECTION I

All above premises are hereby found to be true and correct legislative and factual findings.

SECTION II

Chapter 94, “Taxation,” and specifically, ARTICLE IV, DIVISION 3. -
ADMINISTRATION OF FUNDS of the Code of Ordinances of the City of Nacogdoches, Texas,
is hereby amended, as set hereafter to read as follows:

Subdivision II. - Convention and Visitors Bureau Board

...

Sec. 94-233. - Duties and responsibilities.

There is vested in the convention and visitors bureau board the full, complete, and entire management and control of the convention and visitors bureau, except for the employment of the convention and visitors bureau director and staff. The convention and visitors bureau board may advise the City Manager on any given action to be taken in regard to the hiring, overall job performance, or termination of the convention and visitors bureau director or staff; however, the final authority as to employment rests with the City of Nacogdoches.

(Code 1971, § 27-46)

(Code 1971, § 27-49)

Sec. 94-237. - Open records, open meetings.

All meetings of the convention and visitors bureau board and all records of the board are subject to state laws in regard to ~~the Texas open-Open meetings-Meetings Act~~ and ~~open records legislation~~the Texas Public Information Act. The meeting agenda shall be provided to the city secretary to be posted at least 72 hours prior to any regular meeting.

(Code 1971, § 27-49.1)

Sec. 94-238. - Budget.

The convention and visitors bureau shall submit a budget for annual operations to the city secretary prior to ~~July-June~~ 15 each year.

(Code 1971, § 27-49.2)

Sec. 94-239. - Allocation of funds.

The city council shall consider budget requests and allocate funds to the convention and visitors bureau board on a ~~quarterly-monthly~~ basis. Such amounts shall be paid, in arrears, to the extent they are available from hotel occupancy tax revenue, no later than February 10, May 10, August 10 and November 10 of each fiscal year.

(Code 1971, § 27-49.3; Ord. No. 1535-11-09, § 3, 11-17-2009)

Sec. 94-243. - Audit.

All accounting procedures, records and reports of the convention and visitors bureau board shall be available for inspection by a duly authorized city representative. An ~~independent~~ audit of all 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 ~~90-120~~ days of the close of each fiscal year. The type of report shall be confirmed during the budget adoption process and shall be funded as a line item in the annual convention and visitors bureau budget.

(Code 1971, § 27-49.7)

Sec. 94-244. - ~~Bond.~~

~~Convention and visitors bureau board members and/or staff designated to withdraw funds shall be bonded in the amount of \$50,000.00.~~OMITTED

(Code 1971, § 27-49.8)

SECTION III

Severability. If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be held to be invalid or unconstitutional, such holding shall in no way affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end provisions of this Ordinance are declared to be severable.

SECTION IV

Continuation. All provisions of Chapter 94 of the Code of Ordinances existing prior to the date of passage of this Ordinance remain in full force and effect.

SECTION V

Repeal. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Nacogdoches, and this Ordinance shall not operate to repeal or affect any such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with provisions of this Ordinance, in which such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION VI

Effective Date. This Ordinance shall take effect ten (10) days from its passage and publication as may be required by governing law.

SECTION VII

Proper Notice & Open Meeting. It is hereby officially found and determined the meeting at which this Ordinance was passed was open to the public as required and public notice of 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

Official Public Records. 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.

PASSED AND APPROVED this the ____ day of January, 2024, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches.

ATTEST:

CITY OF NACOGDOCHES

Rhonda Lewis, Deputy City Secretary

BY: _____
Randy Johnson, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jerry Baker, City Attorney

Ashley Morgan, CVB Director



City Council Meeting

Date: January 23, 2024

Agenda Item: 6.D.

PRESENTER: Rick Beverlin, City Manager

ITEM/SUBJECT: Consider approval of the appointment of the Convention and Visitors Bureau Director (City Manager).

SUMMARY/BACKGROUND: Seeking approval of the City Manager's appointment of Ashley Morgan to the position of CVB Director in accordance with Article V, Sec. 5(c) of the Charter of the City of Nacogdoches, Texas, as well as the agreement between the City of Nacogdoches and the CVB.

FINANCIAL:

Item is budgeted:

Account No.: 01.27 601.10

Account Name: Operational Salaries

Amount: \$86,370

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

Not Applicable

CITY CONTACT: Rick Beverlin, City Manager
beverlinr@nactx.us
(936) 559-2506

ATTACHMENTS: