



March 5, 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 in person in Council Chambers.

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

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.
4. AWARDS AND RECOGNITIONS: The Nacogdoches City Manager is committed to acknowledging and showing appreciation to City Staff for their outstanding work.
 - A. Each year, the Texas Municipal Library Directors Association bestows The Achievement of Excellence in Libraries Award to libraries that demonstrate consistent excellence and outstanding contributions to public library services within their communities. Today we recognize Mercedes Franks, Library Manager, and staff of the Judy B. McDonald Public Library, who are recipients of this excellence award. (City Manager)
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 an agreement between the City of Nacogdoches and Unifirst for employee uniforms. (Director of Human Resources)
 - B. Consider approval of an Interlocal Agreement between the City of Nacogdoches and

Nacogdoches County for the designation of the Local Rabies Control Authority (LRCA) in accordance with Chapter 826 of the Texas Health and Safety Code. (City Attorney)

- C. Consider an ordinance amending Ordinance No. 1978-09-23 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2023, and ending September 30, 2024, for a Caterpillar Scraper. (Operations Manager, Public Works)
 - D. Consider a lease purchase agreement by and between the City of Nacogdoches and Holt CAT for a new Caterpillar 623K Wheel Tractor-Scraper for a monthly amount of \$10,335.88. (Operations Manager - Public Works)
 - E. Consider approval of an ordinance amending Ordinance No. 1978-09-23 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2023, and ending September 30, 2024, for a grant award under the 2023/2024 TxCDBG program for the MLK Water Line Replacement project. (Interim Finance Director)
 - F. Consider approval of a contract by and between the City of Nacogdoches and The Goodman Corporation in pursuit of funding for FY2025 Community Project Funding. (Director of Public Works)
 - G. Consider approval of the Convention and Visitors Bureau's revised Budget for FY 2023-24. (Convention and Visitors Bureau Director)
7. 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 a contract by and between the City of Nacogdoches and Hardin & Associates for Customer Service Inspection (CSI) Services for a not-to-exceed amount of \$125,000.00. (Director of Public Works)
 - B. Consider approval of proposed updates to Chapter 106 - Utilities, Article XI - Control of Backflow and Cross-Connections of the Nacogdoches Code of Ordinances. (Director of Public Works)
 - C. Consider a proposal from Reneau Roofing & Sheet Metal to re-roof the Police Department. (Chief of Police)
 - D. Consider approval of a letter of interest to TxDOT Aviation regarding a runway paving project and an airport layout plan project. (Airport Manager)
8. 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 on March 1, 2024, at 5:00 p.m. and remained posted until the meeting convened.

Rhonda Lewis, Deputy City Secretary

PRESENTER: Rick Beverlin, City Manager

ITEM/SUBJECT: Each year, the Texas Municipal Library Directors Association bestows The Achievement of Excellence in Libraries Award to libraries that demonstrate consistent excellence and outstanding contributions to public library services within their communities. Today we recognize Mercedes Franks, Library Manager, and staff of the Judy B. McDonald Public Library, who are recipients of this excellence award. (City Manager)

SUMMARY/BACKGROUND: Today, we congratulate our Library staff on their continued efforts in striving for excellence and serving our community. Mercedes Franks, Library Manager, applied for the Texas Municipal Library Director's Achievement of Excellence in Libraries Award in December 2023, and this was the second year of applying and the second year to receive the distinction. Ms. Franks and her staff demonstrated their qualifications in 10 service areas of excellence, including services to underserved populations; innovative marketing, enhanced services to the public, and support for workforce development, to name a few criteria.

Ms. Franks mentioned that some areas were harder to achieve than others, but it provides good information for planning future services if she recognizes weaker areas in other categories. Ms. Franks stated there is no monetary award; however, the distinctive gold star seal appears on the Library website and social media pages. She also mentioned that during Library Month in April, the Library plans to host a drop-in cookie customer appreciation day.

Thank you to:

Mercedes Franks, Library Manager
Crystal Hicks, Assistant Library Manager
Emily McCown, Program Coordinator
Terry Garcia, Circulation Clerk
Summer Crow, Cataloger (and the 2nd longest serving City employee!)
Katie Thompson, Library Shelves
Lina Burklin, Circulation Clerk

FINANCIAL:

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

CITY CONTACT: Richard B. Beverlin, City Manager
beverlinr@nactx.us
(936) 559-2501

ATTACHMENTS:

PRESENTER: Bonita Hall, Director of Human Resources

ITEM/SUBJECT: Consider approval of an agreement between the City of Nacogdoches and Unifirst for employee uniforms. (Director of Human Resources)

SUMMARY/BACKGROUND: Our employee uniform program can provide several benefits for both the employees and the City. A few of the benefits include 1) Professionalism and Brand Image - Uniforms create a cohesive and professional look for employees, particularly those in front-facing positions, critical to customer satisfaction and brand image. A consistent appearance instills confidence in customers, showcasing the organization's commitment to quality and professionalism; 2) Identification and Security - Uniforms make it easy to identify employees and enhances security and improves customer service by ensuring customers know who to approach for questions/assistance; 3) Equality and Spirit - Wearing the same uniform fosters a sense of belonging and unity among team members, encouraging collaboration and teamwork; and 4) Safety and Compliance - Uniforms are necessary for safety and compliance reasons because the high visibility colors and protective materials work to ensure employee safety in hazardous environments.

Overall, the employee uniform program contributes to a positive work environment, enhances the City's branding, and ensures compliance with safety regulations, making it a worthwhile investment for the City.

FINANCIAL:

Item is budgeted: Please view the funding sources attached.

Account No.:

Account Name:

Amount:

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

CITY CONTACT: Bonita Hall, Director of Human Resources
hall@nactx.us
(936) 559-2567

ATTACHMENTS: 1. Funding Sources

UNIFORMS COST PER YEAR

REVENUE FUNDS

Shirts \$6.443 & Pants \$2.75

Sanitation – 30 Employees x \$9.193 per week x 52 weeks = \$14,341.08

Utility Construction – 15 x \$9.193 x 52 = \$7,170.54

Water Production – 6 x \$9.193 x 52 = \$2,868.216

Waste Water – 9 x \$9.193 x 52 = \$4,302.324

Utility Billing – 4 x \$9.193 x 52 = \$1,912.444

TOTAL = \$30,594.304

GENERAL FUNDS

43 Employees

Airport - 3 employees (pants only) \$2.75 per week x 52 weeks = \$143.00

Full Uniforms

Building Maintenance - 6 x \$9.193 x 52 = \$2,868.22

Parks - 19 x \$9.193 x 52 = \$9,082.68

Streets - 15 x \$9.193 x 52 = \$7,170.54

Animal Shelter - 5 x 9.193 x 52 = \$2,390.18

Original Total (shirts & pants) = \$22,407.164

New Total: \$21,654.62

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) CITY OF NACOGDOCHES LOC NO. _____
 ADDRESS P.O. Box 635030 NACOGDOCHES TEXAS 75693-HR ROUTE NO. _____
PUBLIC WORKS- 3812 NW STALLINGS DRIVE NACOGDOCHES TX 75699
 PHONE 936 5592567 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices set forth on Schedule I attached hereto and made a part hereof and upon the conditions outlined.

UNIFIRST DISCLOSURE

See Schedule I, Pricing, attached hereto.

PAYMENT TERMS: ☐ E.F.T ☐ Approved Charge¹

COMMENTS

THE AGREEMENT TERM OF 36 MONTHS SHALL BE A 1 YEAR PLUS TWO 1 YEAR AUTO RENEWALS
 ALL NAME AND EMBLEM CHARGES ON THE INITIAL SET-UP ARE WAIVED
 THE DEFER CHARGE WILL BE EQUALLY DIVIDED OVER ALL INVOICES

[Signature] *Final*

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.²

The undersigned agrees to all Terms and Conditions on Page 2, and Schedules I and II, and attests to have authority to execute for the named CUSTOMER and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: Troy Owen 2/14/24
 SALES REP (Print Name) _____
 ACCEPTED³: _____
 LOCATION MANAGER (Signature) _____ DATE _____
 LOCATION MANAGER (Print Name and Title) _____

ACCEPTED: [Signature]
 CUSTOMER (Signature) _____
[Signature]
 CUSTOMER (Print Name and Title) _____
[Signature]
 EMAIL _____

¹ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

² All returned checks and declined credit/debit cards subject to \$35 processing fee.

³ This Agreement is effective only upon acceptance by UniFirst Location Manager.

TERMS AND CONDITIONS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified on Schedule I attached hereto ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the locations now or hereinafter identified on Schedule II attached hereto and at all other additional locations where the decision has been made to utilize garments or other merchandise rental services, ("Location(s)"), and at the prices set forth on Schedule I and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement, as to the affected Location(s), by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst location Manager and continues in effect for 36 months after Merchandise is first installed on the premises of each Location. This Agreement will be renewed automatically and continuously for multiple successive 36-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Notwithstanding the foregoing, Customer agrees to pay a minimum weekly charge equal to 75% of the initial weekly install value for each Location. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer from the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee or Location reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect. If Customer terminates this Agreement after the effective date but prior to installation, Customer shall pay UniFirst for all Merchandise ordered between the effective date and Customer's termination date, at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement, in whole or in part, before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks (or as many weeks as UniFirst provided service if fewer than 26), multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by the laws of the state of Texas (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.



Assurance of Satisfaction

UniFirst guarantees quality. Any deficiencies in services and/or quality of merchandise, which are communicated to the company in writing and which are not corrected within 60 days, are cause for termination of the service agreement.*

Customer CITY OF NACOGDOCHES Date 2-19-24

UniFirst Manager [Signature]

* See UniFirst Customer Service Agreement

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of an Interlocal Agreement between the City of Nacogdoches and Nacogdoches County for the designation of the Local Rabies Control Authority (LRCA) in accordance with Chapter 826 of the Texas Health and Safety Code. (City Attorney)

SUMMARY/BACKGROUND: The proposed Interlocal Agreement between the City of Nacogdoches and Nacogdoches County is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, which authorizes the use of interlocal cooperation agreements between and among governmental entities. The City of Nacogdoches and Nacogdoches County are seeking to enter into this Agreement in accordance with Chapter 826 of the Texas Health & Safety Code. This provision of the Health & Safety Code permits the designation of a Local Rabies Control Authority (LRCA).

As authorized under Chapter 826, and as set forth in the Interlocal Agreement, the parties seek to designate the City's Department of Animal Services as the Local Rabies Control Authority (LRCA) for the County. Under the terms of the Agreement, both the City and the County would have specific obligations related to the LRCA designation in order to satisfy the requirements of Chapter 826, as specified therein. This designation serves a vital public purpose, specifically the common public interest in thwarting the potential for the spread of rabies in both the City and County of Nacogdoches.

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. Interlocal Agreement_Animal Services

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF
NACOGDOCHES, TEXAS AND THE COUNTY OF NACOGDOCHES, TEXAS
CONCERNING DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY FOR
NACOGDOCHES COUNTY, TEXAS**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) is entered into this ____ day of _____, 2024, by and between the **City of Nacogdoches, Texas**, a municipal corporation principally situated in Nacogdoches County, Texas (hereinafter referred to as the “CITY”), and the **County of Nacogdoches, Texas**, a political subdivision of the State of Texas (hereinafter referred to as the “COUNTY”), both of which are sometimes referred to herein as “party” or “parties”.

RECITALS

WHEREAS, the Texas State Legislature has authorized the use of interlocal cooperation agreements between and among governmental entities; and

WHEREAS, this Interlocal Agreement is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as otherwise provided herein, relative to; and

WHEREAS, pursuant to the Texas Health and Safety Code, Chapter 826, the COUNTY shall designate an entity to act as the Local Rabies Control Authority (LRCA); and

WHEREAS, the CITY’s Department of Animal Services is a facility licensed to quarantine animals; and

WHEREAS, the governing bodies further find that the performance of this Agreement is in the common public interest of both parties by thwarting the potential for spread of rabies; thus serving a vital public purpose; and

WHEREAS, the CITY and COUNTY find the division of costs contained herein fairly compensates the performing parties for the services under this Agreement.

NOW, THEREFORE, FOR THE MUTUAL COVENANTS AND CONSIDERATIONS EXPRESSED HEREIN, IT IS AGREED BY AND BETWEEN THE CITY AND COUNTY AS FOLLOWS:

**I.
EFFECTIVE DATE**

This Agreement shall be effective the 1st day of March, 2024 (the “Effective Date”), contingent upon the appropriation of funds by the CITY and/or COUNTY to fulfill the requirements of the Agreement. If the CITY and/or COUNTY, after a diligent and good faith effort, fail to appropriate sufficient monies to provide for funding of the CITY Department of Animal Services or for the COUNTY to reimburse the CITY as contemplated by the agreement,

the agreement shall terminate on the last day of the fiscal year for that governmental entity for which funds were appropriated.

II. DEFINITIONS

“*City*” shall mean “the City of Nacogdoches, Texas”.

“*County*” shall mean “the County of Nacogdoches, Texas”.

“*Dangerous Animal*” shall mean “an animal that: (i) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own; or (ii) commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to that person; and is subsequently determined to be dangerous in accordance with Tex. Health & Safety Code §822.0421.

“*Domestic Animal*” shall mean “an animals that are habituated to live in or about human habitations, or that contribute to the support of the family”.

“*Local Rabies Control Authority (LRCA)*” shall mean “the person or persons designated by the COUNTY’s Commissioner Court pursuant to Tex. Health & Safety Code §826.017”.

“*Quarantine*” shall mean “strict confinement of an animal specified in an order of the CITY’s Department of Animal Services: (i) on the private premises of the animal’s owner or at a facility approved by the CITY’s Department of Animal Services; and (ii) under restraint by closed cage or paddock or in any other manner approved by Department of Animal Services rule.”

“*Rabies*” shall mean “an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite”.

“*Stray Animal*” shall mean “an animal roaming with no physical restraint beyond the premises of an animal’s owner or keeper”.

“*Verified Bite Incident*” shall mean “an animal bite resulting in the puncture or breaking of the skin of a human victim”.

III. SERVICES TO BE PERFORMED

The CITY agrees to provide the following:

1. The CITY’s Department of Animal Services shall act as the Local Rabies Control Authority for the COUNTY;

2. Assist with enforcement of Texas Health and Safety Code, Chapter 826 and the Department of State Health Services rules that comprise the minimum standards for rabies control;
3. Assist with enforcement of rules adopted by the Executive Commissioner under the Area Rabies Quarantine Provisions of Tex. Health & Safety Code §826.045;
4. Assist with the apprehension and transportation of an animal involved in a verified bite incident, and quarantine or submit for rabies testing the animal in question;
5. At the sole discretion of the CITY, the CITY may permit or deny the quarantine of any domestic animal involved in a verified bite incident on the private premises of the animal's owner;
6. At the sole discretion of the CITY, assist COUNTY on a case-by-case basis, as CITY resources allow, with the apprehension and transport of an alleged dangerous animal not involved in a verified bite incident; and
7. Make available tools and equipment (catch poles, kennels, bite gloves, food for bait, traps, etc.) for the COUNTY's use as needed for the apprehension, removal, and transport of stray animals or aggressive animals to the CITY's animal shelter. The COUNTY will have access to a key held in combined dispatch and the gate key pad code for purposes of transporting such animals to the shelter.

The COUNTY agrees to provide the following:

1. For all reports of rabies, animals involved in a verified bite incident, and/or alleged dangerous animals inside the COUNTY, but outside the territorial limits of the CITY to which the CITY responds, the COUNTY will provide a law enforcement officer to accompany and assist the CITY's Department of Animal Services employee in the investigation, and if determined necessary, the apprehension, removal, transportation, and/or quarantining of an animal;
2. In the event that the responding law enforcement officer receives a high priority call and must leave the location to which the CITY has responded, the Department of Animal Services employee will also leave at that time. The COUNTY shall make arrangements for a law enforcement officer to return to the location with a Department of Animal Services employee, but no later than 24 hours from receipt of the original report;
3. Report all verified bite incidents involving domestic animals that are inside the COUNTY, but outside the territorial limits of the CITY, to the CITY's Department of Animal Services regardless of the ownership and/or vaccination status of the animal so that the animal can be quarantined;
4. At the sole discretion of the Nacogdoches County Sheriff, in the event that the owner of a domestic animal that is involved in a verified bite incident inside the COUNTY, but outside

the territorial limits of the CITY, refuses to surrender the animal for quarantine, the COUNTY may file charges/issue citations against the owner pursuant to Tex. Health & Safety Code §826.044; and

5. For all reports of a stray animal inside the COUNTY, but outside the territorial limits of the CITY, the COUNTY is solely responsible for the apprehension, removal, and transport of stray animals to the CITY Department of Animal Services.

IV. TERM

Except as it may be earlier terminated pursuant to Paragraph V hereinbelow, the original term of this Agreement shall be for a period of two (2) years commencing on the Effective Date (the "Initial Term"). The Agreement shall automatically renew for additional successive two (2) year terms (a "Renewal Term" and together with the Initial Term, the "Term"), unless earlier terminated pursuant to this Agreement.

V. TERMINATION

A party to this Agreement may terminate this Agreement with or without cause after providing ninety (90) days written notice of termination to the other party as provided in Section XII of this Agreement. This Agreement may be terminated at any time by mutual written consent of the parties. This Agreement may also be terminated at any time by either party following a material breach of its terms which is not cured by the breaching party within fifteen (15) days of written notice of such breach by the non-breaching party.

VI. IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor COUNTY waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

VII. RELEASE OF CLAIMS/SUBROGATION

To the extent authorized by the laws and constitution of the State of Texas, the CITY and the COUNTY hereby **RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES.**

VIII. 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.

IX. SEVERABILITY

Should any of the provisions contained herein held to be invalid, illegal, or unenforceable for any reason, 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.

X. AUTHORITY

The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect. By entering into this Interlocal Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

XI. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

XII. NOTICES

Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

The initial address for notice is as follows:

If to the City of Nacogdoches:

City Manager

If to the County of Nacogdoches:

Nacogdoches County Judge

202 E. Pilar Street
Nacogdoches, Texas 75961
Phone: (936) 559-2501
Facsimile: (936) 559-2912

101 W. Main Street, Ste. 170
Nacogdoches, Texas 75961
Phone: (936) 560-7755
Facsimile: (936) 560-7841

**XIII.
ENTIRE AGREEMENT**

This Agreement constitutes 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.

IN WITNESS THEREOF, the City of Nacogdoches, Texas and the County of Nacogdoches, Texas, acting by and through the manner required by each respective entity, or otherwise as required by law, have caused this Agreement to be executed on this _____ day of _____, 2024, to be effective on the date for the terms herein provided.

CITY OF NACOGDOCHES, TEXAS

COUNTY OF NACOGDOCHES, TEXAS

By:

By:

Rick Beverlin, City Manager

Greg Sowell, County Judge

Date:

Date:

ATTEST:

ATTEST:

By:

By:

Rhonda Lewis, Deputy City Secretary

Sandra Yates, County Clerk

Date:

Date:

PRESENTER: Cary Walker, Public Works Manager

ITEM/SUBJECT: Consider an ordinance amending Ordinance No. 1978-09-23 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2023, and ending September 30, 2024, for a Caterpillar Scraper. (Operations Manager, Public Works)

SUMMARY/BACKGROUND: The City of Nacogdoches Landfill utilizes a tractor-scraper for daily operations and the current equipment is in the last year of its lease purchase agreement. The City has an opportunity to enter into a 60-month financing contract for a new Caterpillar Scraper worth \$1,168,611.00. After trade-in on the current equipment for \$600,000, the estimated payoff on the current equipment in the amount of \$261,841.62 and First National Bank DOC fees in the amount of \$395, the total amount for the new monthly payments would be \$10,335.88 per month. The total amount of these monthly payments over the currently budgeted amount for the remaining seven months of this fiscal year is approximately \$22,000, necessitating a budget amendment. This amount would be from available reserve funds in the Sanitation Fund.

FINANCIAL:

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

Account No.: 31.41 630.00

Account Name: *Sanitation Disposal - Rental of Equipment*

Amount: \$22,000

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

Not Applicable

CITY CONTACT: Cary Walker, Operations Manager
walkercl@nactx.us
(936) 559-2582

ATTACHMENTS: 1. Ordinance

**AN ORDINANCE AMENDING ORDINANCE NO. 1978-09-23 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.

WHEREAS, the City of Nacogdoches landfill utilizes a tractor-scraper for daily operations; and

WHEREAS, the current equipment is in the last year of its lease purchase agreement; and

WHEREAS, the City has an opportunity to enter into a 60-month financing contract for a new Caterpillar Scraper; and

WHEREAS, the total sales price of the new equipment is \$1,168,611.00; and

WHEREAS, after trade-in of the current equipment for \$600,000, the estimated payoff on the current equipment in the amount of \$261,841.62 and First National Bank DOC fees in the amount of \$395, the total amount for the new monthly payments in the amount of \$10,335.88 per month for the remaining seven months of the current fiscal year were not budgeted in the current fiscal year; and

WHEREAS, with the adoption of this ordinance, the City is authorized to utilize available reserve funds in the Sanitation Fund in the amount of \$22,000; and

WHEREAS, with the adoption of this ordinance, the Public Works Department is authorized to expend funds as needed.

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

Fund	Dept	Acct.	Department	Description	Amt.
31	41	630.00	Sanitation Disposal – Rental of Equipment	Landfill Scraper	\$ 22,000

PASSED AND APPROVED this the 5th day of March, 2024.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

Rhonda Lewis, City Secretary

Approved as to form: _____
Jerry Baker, City Attorney

Approved as to content: _____
Todd Simoneaux, Interim Director of Finance

PRESENTER: Cary Walker, Public Works Manager

ITEM/SUBJECT: Consider a lease purchase agreement by and between the City of Nacogdoches and Holt CAT for a new Caterpillar 623K Wheel Tractor-Scraper for a monthly amount of \$10,335.88. (Operations Manager - Public Works)

SUMMARY/BACKGROUND: The financing term on the current Caterpillar 623 Scraper at the City of Nacogdoches Landfill is expiring on September 30, 2024. The City has an opportunity to enter into a 60-month financing contract for a new Caterpillar Scraper. This is under a Sourcewell cooperative purchasing contract which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D).

The total sales price of the new Scraper is \$1,168,611.00. After trade-in of the old unit for \$600,000, the estimated payoff on the scraper is in the amount of \$261,841.62 and First National Bank DOC fees of \$395.00, the total amount to finance on the new unit is \$830,847.62. The new payments will be \$10,335.88 per month with an interest rate for the lease term at a fixed 5.95%.

There are also purchase options at the end of the term with a final balloon payment of \$400,000 or trade-in of the equipment for a new scraper which would include an extended warranty.

The new scraper includes a standard warranty of 12-months, unlimited total hours and an extended warranty of 84 months, 5,000-hour premier coverage.

The current 2019 Cat Scraper has a monthly lease payment of \$6,640 at 3.85% interest. Based on the higher interest rates and the increased cost of a new Cat 623K Scraper, there will need to be a budget amendment for the increased monthly payment for the remaining 7 months of the current fiscal year in the amount of \$22,000.

FINANCIAL:

Item is budgeted:

Account No.: 31.41 630.00

Account Name: *Sanitation Disposal - Rental of Equipment*

Amount: \$ 50,450.95

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

Account No.: 31.41 630.00

Account Name: *Sanitation Disposal - Rental of Equipment*

Amount: \$ 22,000

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

Not Applicable

CITY CONTACT: Cary Walker, Operations Manager

walkercl@nactx.us
(936) 559-2582

ATTACHMENTS: 1. Agreement
2. Letter of Intent



DATE: Jan 31, 2024
QUOTE #:321773-9999

CITY OF NACOGDOCHES PUBLIC WORKS FINANCE DEPT Lively, Charles
CARY WALKER 936.675.1200
PO BOX 635070
NACOGDOCHES, TEXAS 75963-5070

SOURCEWELL CONTRACT NUMBER: 032119-CAT
SOURCEWELL MEMBER NUMBER: 24383

One (1) New Caterpillar Model: 623 Wheel Tractor Scrapers with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HL2000627 SERIAL NUMBER: 0WYF00132

SALE PRICE	\$1,168,611.00
EXT WARRANTY	Included
TOTAL PRICE	\$1,168,611.00
TRADE ALLOWANCE	(\$600,000.00)
SUB TOTAL	\$568,611.00
TOTAL PURCHASE PRICE	\$568,611.00

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine
Extended Warranty: 84 MO/5000 HR PREMIER

TRADE DETAILS

Model	Make	Serial Number	Year	Trade Allowance
623K	CATERPILLAR INC (AA)	WTB00350	2019	\$600,000.00

NOTES

MACHINE SPECIFICATIONS

STOCK NUMBER: HL2000627 SERIAL NUMBER: 0WYF00132

DESCRIPTION	REF.#
623 11A WHEEL TRACTOR-SCRAPER	586-9163
STANDARD START ATTACHMENT	336-2306
STANDARD CERTIFICATION AR	373-8589
ENGINE,C13,US EPA TIER 4 FINAL	564-4651
TIRES, 33.25R29 BS VLT ** E2A	264-1408
PRODUCT LINK, CELLULAR PLE641	499-5521
SEQUENCE ASSIST CPM	612-4335
WIRING GRP, SEQUENCE ASSIST	374-8922
CAMERA AR-WAVS	373-8576
FENDER, SCRAPER	309-4850

STANDARD EQUIPMENT

POWERTRAIN

TRACTOR:	Parkng,hyd. release,spring applied
Cat engine brake	Throttle lock
Electric start, 24V	Transmission:
Air cleaner, dry type with precleaner	8 speed planetary powershift
Fan, hydraulic	ECPC control
Ground level shutdown	APECS software
Radiator, aluminum unit core,	Programmable top gear selection
9 fins per in.	Transmission hold
Guard, crankcase	Differential lock
Muffler (only for less or non-	Guard, powertrain
regulated regions engine	Ground speed control
arrangement only)	Machine speed limit
Starting aid, ether	SCRAPER:
Braking system:	Braking system:
Primary and secondary, wet disk,	Primary and secondary, wet disk,
hydraulic	hydraulic

ELECTRICAL

TRACTOR:	Floodlight,(2) cutting edge
Alternator, 150 amp	and (1) bowl, halogen
Batteries (4), 12 Volt, 1000 CCA	Side Vision (2) halogen
maintenance free, high output	SCRAPER:
Electrical system, 24V	Alarm, backup
Lighting system:	Lighting system
Headlights,halogen	Brake lights, LED

Turn signals
with hazard function, LED

Turn signals with hazard function, LED

OPERATOR ENVIRONMENT

TRACTOR:

HVAC system, heat, AC, defrost
Thermostat control of HVAC system
Coat hook
Lunch box platform with holding strap
Diagnostic connection (2)
12V power ports (2)
Differential lock (1)
Dome courtesy light
Horn, electric
T-Handle implement control
Mirror, rear view
Radio ready
ROPS/FOPS cab, pressurized
Keypad Switches
Throttle lock
Wipers/washers
Hazard lights
Work Lights on, off
Information mode
on Messenger Display
Safety tab rocker switches:
Regeneration control
(Tier 4 Final/ EU Stage IV only)
Parking Brake
Seat belt, static two-piece
Seat, Cat Advanced Ride Management
Cat comfort series 3,
rotates 30 degrees
Steering wheel, tilt, telescoping,
padded

Windows, right side emergency egress
Windows, sliding
Windows, laminated, zipped in
Windshield wipers, front and rear
windows, includes washers
Door lock
Messenger Display -
gauges, warnings include:
Coolant temp
Engine oil temp
Hydraulic oil temp
DPF temp
Fuel level
Park brake
Implement lockout
Brake system
Regeneration required
Throttle lock
System voltage
Bail down
Ejector auto
Diff lock
Apron float
Transmission hold
Cushion hitch
High beam lights
Action lamp
Engine speed, rpm
Gear selection
Dpf fill levels

FLUIDS

Extended life coolant to -37C (-34F)

OTHER STANDARD EQUIPMENT

Steering lock-external

TRACTOR:

Advanced Cushion Hitch
Accumulators (cushion hitch) with
Canadian Registration Number (CRN)
Fast oil change
Rims (2)
Tow pin, front
Vandalism locks
Heater, engine coolant 120V

SCRAPER:

Bowl
23 cubic yard, heaped
17.6 cubic yard, struck
Vandalism locks
Elevator with 15 flights
Hydraulic position sensing
Cylinder (bowl lift)
Fast Fill



First National Bank Leasing

Here is the lease quote based on the numbers provided by Holt CAT. Balloon is not guaranteed by Holt CAT.

CAT 623 Wheel Tractor Scraper

Cost \$1,168,611.00

Less Trade In of 2019 CAT Scraper - \$600,000.00

Total Amount of Purchase \$568,611.00

Plus, Estimated Payoff on 2019 Scraper \$261,841.62 and FNB DOC Fees of \$395.00

Total amount to Finance \$830,847.62

(60) Monthly Payments of \$10,335.88 at 5.95% with a final balloon payment of \$400,000.00

Thank you,

Stewart Cobb
Sr. Vice President - Leasing
First National Bank
3801 Fairway Blvd.
Wichita Falls, TX 76310
Cell (940) 613-3998



Date: August 1st 2023

To: Holt Cat
Charles Lively, Equipment Sales
936-675-1200
lively@holtcat.com

From: Cary Walker, Public Works Manager
936-559-2582
walkercl@nactx.us

Letter of Intent of Equipment Purchase

Dear Holt Cat:

The City of Nacogdoches Public Works Department is submitting this letter with the intent in good faith to secure the purchase and /or lease of a Cat 623 Scraper from Holt Cat of Longview based on the final City Council approval of this item during the 2023-2024 Budget Cycle beginning October 1st 2023.

This agreement between Holt Cat and the City of Nacogdoches is defined by the equipment specifications submitted through Holt Cat for bidding purposes during 2023-2024 budget process for the replacement of the existing Cat 623 Scraper currently under a lease agreement contract with Holt Cat reflecting leasing terms due September 2024.

Upon final Nacogdoches City Council Approval the City of Nacogdoches will issue a P.O. for the purchase and delivery of the Cat 623 Scraper as determined by the final purchase agreement and/or lease terms established.

This letter of intent is only valid after and based on final City Council approval of the above stated item and will become an official agreement after a P.O. has been established at the beginning of the 2023-2024 budget cycle.

Thank you for your consideration and acceptance of this letter of intent.

Authorizing Signature: 

Date: 8/3/23

Printed Name: Pamela Curbow

Job Title: Director of Finance



City Council Meeting

Date: March 5, 2024

Agenda Item: 6.E.

PRESENTER:

ITEM/SUBJECT: Consider approval of an ordinance amending Ordinance No. 1978-09-23 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2023, and ending September 30, 2024, for a grant award under the 2023/2024 TxCDBG program for the MLK Water Line Replacement project. (Interim Finance Director)

SUMMARY/BACKGROUND:

FINANCIAL:

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

CITY CONTACT: Todd Simoneaux, Interim Finance Director
simoneauxt@nactx.us
(936) 559-2529

ATTACHMENTS: 1. Ordinance CDBG MLK Water Line

ORDINANCE NUMBER: 1994-03-24

AN ORDINANCE AMENDING ORDINANCE NO. 1978-09-23 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.

WHEREAS, the City of Nacogdoches received a \$500,000 grant award under the 2023/2024 TxCDBG program; and

WHEREAS, this is a reimbursable-type grant wherein the City pays the upfront costs of engineering, grant administration services and construction and is then reimbursed under the grant; and

WHEREAS, the project will replace an aging 8" water line on Martin Luther King, Jr. Boulevard benefiting approximately 270 residents; and

WHEREAS, the total estimated cost for the project including engineering, grant administration services and construction of \$667,100 and \$32,900 in contingencies which may be needed in the project were not budgeted in the current fiscal year; and

WHEREAS, with the adoption of this ordinance, the City is authorized to utilize available reserve funds in the Utility Fund in the amount of \$700,000; and

WHEREAS, after grant reimbursements on this project, the remaining City match is estimated to be \$167,100; and

WHEREAS, with the adoption of this ordinance, the Public Works Department is authorized to expend funds as needed.

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

Fund	Dept	Acct.	Department	Description	Amt.
30	36	680.96	Water Production – Construction	CDBG MLK Water Line Replacement	\$ 700,000
30		542.00	CDBG Grant Receipts	Grant Reimbursement Revenue	\$500,000

PASSED AND APPROVED this the 5th day of March, 2024.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

Rhonda Lewis, City Secretary

Approved as to form: _____
Jerry Baker, City Attorney

Approved as to content: _____
Todd Simoneaux,
Interim Director of Finance

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and The Goodman Corporation in pursuit of funding for FY2025 Community Project Funding. (Director of Public Works)

SUMMARY/BACKGROUND: As council has requested in prior open discussions regarding pursuit of grant funds to further leverage local expenditures on major capital projects, staff is in receipt of a proposal (within the signature authority of the city manager), regarding pursuit of funding in the annual federal appropriations process. As a professional service, this proposal would not be required to be solicited through a Request for Qualifications (RFQ). Further, TGC is pre-certified with TDA and TxDOT. That being said, a firm profile of The Goodman Corporation is also provided, including their relevant experience, which is extensive both within Texas and nationally.

Although it would not fall under any existing ethics guidelines, either state, federal or local, the City Manager (Beverlin) does wish to voluntarily note that from 2002 until 2011 he was a direct employee of TGC, with his last position as VP for Governmental Affairs. He has now served 5 separate cities (Kemah, League City, Galveston, Leander, and now Nacogdoches) subsequent to departing TGC, and has no business interest or consulting relationship with TGC or any other private firm, LLC, other governmental entity, or non-profit, domestic or foreign entity to date.

A budget amendment for this contract will be brought by the Finance Department at a future meeting for the Utility Fund reserves. Funds will be reimbursed from the account of the specific project that is funded by this program, if any.

FINANCIAL:

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

Account No.:

Account Name:

Amount: 25,000

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

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

ATTACHMENTS:

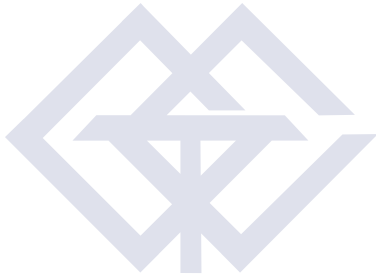
1. Firm Profile - TGC
2. Project Scope and Contract - The Goodman Corporation

CONNECTING CAPITAL TO COMMUNITIES SINCE 1980

We solve mobility and infrastructure challenges that impact communities.

TGC connects planning, engineering and policy expertise to deliver projects and technical solutions when local capital is scarce.





- + Bicycle & Pedestrian Facilities
- + Community Planning
- + Construction Administration
- + Economic Development
- + Environmental
- + Grant Management, Compliance & Procurement
- + Intergovernmental Relations & Funding Pursuit
- + Mobility & Transportation Planning
- + Roadway & Infrastructure Design
- + Transit Planning
- + Transportation Modeling & Traffic Analysis
- + Transportation Safety Analysis

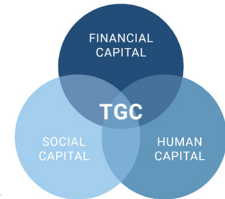
THE **GOODMAN** CORPORATION

Houston + Austin, TX
www.thegoodmancorp.com
 Phone: (713) 951-7951



LET'S CONNECT

WE HELP COMMUNITIES BY CONNECTING:



City of Nacogdoches, Texas
FY25 Community Project Funding Pursuit of Funding
February 2024

The Goodman Corporation (TGC) has identified opportunities to submit projects for grant funding on behalf of the City of Nacogdoches (City) for the current FY25 Community Project Funding opportunity for congressional directed funding from Pete Sessions, United States House Representative for Texas District 19 (TX-19). There is currently an opportunity to pursue congressionally directed funding in March 2024 and TGC is providing this scope of services to provide full turnkey services to the City to request funding for up to two (2) priority City capital projects.

Task 1 – Develop, Submit, and Monitor Funding Request

TGC will coordinate with the City to identify a priority project suitable for federal appropriations funding. This may be a project related to roadway rehabilitation, drainage, water/wastewater, or other public service needs. TGC will develop a project scope of work and cost estimate in consultation with the City. TGC will identify which appropriations category is most suitable for the funding request. TGC will coordinate and brief Congressional representation and related staff on the proposed project submission. TGC will complete the required submission documentation to include support documentation including any required City Council resolutions. All materials will be submitted to the House of Representatives Appropriations Committee on or prior to the required deadline. Upon completing and invoicing this task, TGC will monitor the process through completion. We estimate a final funding award would take place in Q42024 or Q12025. The cost of each complete application effort is \$12,500 for the aforementioned opportunity. It is assumed that TGC will complete up to 2 applications for this funding opportunity.

Project Schedule

The project schedule requires submission of applications by a firm deadline of March 8th, 2024.

Project Budget

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs (travel, overhead, printing, etc.).

Task	Description	Cost
1	Develop, Submit, and Monitor Funding Request	\$25,000
	Total	\$25,000

Accepted for the City of Nacogdoches, TX

Signature

Date

Print

Accepted for The Goodman Corporation

Signature

February 27, 2024

Date

Jim Webb

Print



City Council Meeting

Date: March 5, 2024

Agenda Item: 6.G.

PRESENTER:

ITEM/SUBJECT: Consider approval of the Convention and Visitors Bureau's revised Budget for FY 2023-24. (Convention and Visitors Bureau Director)

SUMMARY/BACKGROUND:

FINANCIAL:

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

CITY CONTACT: Ashley Morgan, Convention and Visitors Bureau Director
ashley@visitnacogdoches.org
(936) 564-7351

ATTACHMENTS: 1. CVB Budget revised 2.14.24

Nacogdoches CVB - Revised Budget, FY 2023-24

2/14/24

approved by CVB Board of Directors 2/14/2024

	<u>Current Budget</u> <u>2023-2024</u>	<u>Proposed new</u> <u>budget</u>	<u>change</u> <u>amount</u>
INCOME			
Room Tax-Public Funds-R	580,000	580,000	0
Brick Sales-U	3,000	3,000	0
Interest Income-U	250	1,250	1,000
Merchandise Sales-U	25,000	25,000	0
Servicing Income-Bldg Rental, Donations, Pen Mach-U	1,500	1,500	0
Events Income - U	5,000	5,000	0
TOTAL INCOME	614,750	615,750	1,000
EXPENSES			
Personnel-R			
Salaries	320,000	275,000	-45,000
<i>Total Personnel Expense</i>	<i>320,000</i>	<i>275,000</i>	<i>-45,000</i>
Administration-R			
Accounting & Legal	6,500	6,600	100
Dues & Subscriptions	18,000	18,000	0
Insurance	4,000	4,000	0
Maintenance Contracts	5,000	5,000	0
Comp hardware, IT support	2,500	2,500	0
Computer software	5,500	5,500	0
Building/Cleaning Supplies	1,000	1,000	0
Office Supplies	3,000	3,000	0
Photocopying	2,000	2,000	0
Postage	600	600	0
Repairs & Improvements	8,000	8,000	0
Telephone & Internet	6,500	7,500	1,000
Utilities	17,000	17,000	0
A- Mtgs, Cont. Educ & Travel	3,350	8,050	4,700
<i>Total Admin Expense</i>	<i>82,950</i>	<i>88,750</i>	<i>5,800</i>
Sales-R			
S-Mtgs, Cont. Educ & Travel	2,000	6,000	4,000
Events Expense	5,000	10,200	5,200
<i>Total Sales Expense</i>	<i>7,000</i>	<i>16,200</i>	<i>9,200</i>
Marketing-R			
Advertising (+Promo Collateral)	150,000	150,000	0
Website (Saffire))	15,000	35,000	20,000
Visit Widget	8,000	8,000	0
Research	2,200	2,200	0
M-Mtgs, Cont. Educ & Travel	4,000	6,000	2,000
<i>Total Marketing Expense</i>	<i>179,200</i>	<i>201,200</i>	<i>22,000</i>
Visitor Services			
Brick Engraving Expense-U	2,000	2,000	0
Merchandise Purchased-U	18,000	18,000	0
Bank & Credit Card Fees-U	1,100	1,100	0
Building/Guest Servicing-U	4,000	4,000	0
Volunteers/Misc Vist Serv-U	500	500	0
<i>Total Visitor Services Expense</i>	<i>25,600</i>	<i>25,600</i>	<i>0</i>
TOTAL EXPENSES	614,750	606,750	-8,000
NET	0	9,000	

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Hardin & Associates for Customer Service Inspection (CSI) Services for a not-to-exceed amount of \$125,000.00. (Director of Public Works)

SUMMARY/BACKGROUND: The Texas Commission on Environmental Quality (TCEQ) requires cities to inspect existing and new businesses and perform Customer Service Inspections (CSI). A CSI is normally completed when a new building receives a certificate of occupancy, but many of the businesses established prior to this practice have never had inspections. The purpose of a customer service inspection is to identify potential sources of contamination to the public water system. These inspections look for cross connections between a drinking water supply and a possible source of contamination or pollution, as well as lead plumbing materials. Business owners are required to provide protective measures for potential cross connections, including fixtures like backflow preventers and vacuum breakers. Many local businesses do not have adequate, if any, cross contamination controls.

The City has previously contracted with firms to obtain CSIs on all businesses on our water system. Having reached the end of the prior contract for these services, the City is continuing its effort to obtain CSIs, and on February 19, opened proposals for these services. One firm, Hardin & Associates, submitted a proposal for these services. They are certified to provide Customer Service Inspections and had our most recent CSI Services contract. Hardin & Associates has again been selected by staff to provide these inspections on a time-and-materials basis (hourly). City staff will also be working, as they can, to perform as many of these inspections as possible, in-house.

Staff recommends approval of this Indefinite Delivery Indefinite Quantity contract with Hardin & Associates for these services.

FINANCIAL:

Item is budgeted:

Account No.: 30.36 630.70

Account Name: *Water Utilities Special Services*

Amount: \$125,000

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. Proposal Scoring
 2. Contract
 3. PowerPoint Slide

City of Nacogdoches 2024 Customer Service Inspection (CSI) Services

Hardin & Associates		
60	Project Experience and Qualifications Projects experience similar in nature to this project Experience in the last 36 months; professional designations, certifications, licences References, preferably from governmental agencies	60
240	Cost Proposal Hourly rate proposal Cost for Sample Work Order Scenarios	235
100	Experience with the City of Nacogdoches Prior experience with the City including recent successful projects completed for the City	100
400	TOTAL POINTS	395

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 **Hardin & Associates Consulting** (the “Contractor”), for the following work: **Customer Service Inspections (CSI) Services** as described in the Scope of Services attached as Exhibit “A”.

ARTICLE I PAYMENT AND TERM

1.1 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00)**. 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 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services by the following dates: **December 31, 2024**.

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 the 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, employees, representatives, contractors, assignees and/or designees 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.

5.3 Notice of Claims. If a claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Agreement, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted.

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, Claims and Audit. (a) This Contract has been made under and shall be governed by the laws of the State of Texas.

(b) The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.

(c) Venue of any dispute will be in Nacogdoches County, Texas.

(d) The City, or if State funds are used to pay any part of this contract, the State Auditor, may conduct an audit or investigation of any entity receiving funds directly under this contract or indirectly through a subcontract under the contract. Acceptance of funds under the contract or through a subcontract under the contract acts as acceptance of the authority of the City or the State Auditor to conduct an audit or investigation. Contractor agrees to cooperate and must provide the City or State Auditor with access to any information the City or State Auditor considers relevant to the investigation or audit.

6.4 Amendment. This Contract may only be amended by a 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 following:

(a) Contractor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

(b) 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;

(c) In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of this contract it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state;

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

6.7.1 Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

6.7.2 Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.

6.7.1 **Antitrust.** Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

6.7.2 **Child Support.** Pursuant to §231.006(d), Texas Family Code, regarding child support, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate.

Furthermore, any Contractor subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

6.7.3 **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award

Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions> .

6.7.4 Convictions. Under Sections 2155.006, 2155.0061 and 2261.053 of the Texas Government Code, Respondent certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.

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

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

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

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
P.O. Box 635030
202 East Pilar Street
Nacogdoches, TX 75961

Hardin & Associates Consulting
Attn: Musa Jagne
2105 Luna Road, Suite 310
Carrollton, Texas 75006
mjagne@hactexas.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

HARDIN & ASSOCIATES CONSULTING
2105 Luna Road, Suite 310
Carrollton, Texas 75006

By: _____
Printed Name: _____
Title: _____
Date: _____

CITY OF NACOGDOCHES
P. O. Box 635030
Nacogdoches, Texas 75963-5030

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

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

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

EXHIBIT B
PAYMENT SCHEDULE

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

TAB B. COST PROPOSAL

RFP # 24-10-104

1. Rates and Reimbursements

ITEM #	DESCRIPTION	RATE
1	COMMERCIAL CSIs	\$150 / hour
2	TRAVEL (mileage)	Prevailing IRS rate
3	MAILING (stamps, certified mail, etc.)	At cost

2. Cost for the situations described below:

- Complete a State of Texas required Customer Service Inspection (CSI) for a 3,000 square-foot fast food restaurant including two testable fountain drink machines, mop sinks, two bathrooms and two outside hose bibs using an approved form as designated by the City, including submission of each completed CSI form with all of the required criteria as set forth by the Texas Commission on Environmental Quality (TCEQ) within one (1) working day of completion to the City's online database.

Quantity: 2 Hours Unit Price: \$150/Hour Total: \$300 (Expected to take ~2 hours to complete)

- Complete a State of Texas required Customer Service Inspection (CSI) for a twenty-acre (20-acre) car dealership including six hose bibs, auto repair, paint and body shop and two bathrooms using an approved form as designated by the City, including submission of each completed CSI form with all of the required criteria as set forth by the Texas Commission on Environmental Quality (TCEQ) within one (1) working day of completion to the City's online database.

Quantity: 3 Hours Unit Price: \$150/Hour Total: \$450 (Expected to take ~3 hours to complete)

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 (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

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

V. Workers’ Compensation Insurance

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

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT	
Texas Classic Insurance Agency Inc.		NAME: Pam Fuller	
4400 E Hwy 377		PHONE (A/C, No, Ext): (817) 279-7200	
		FAX (A/C, No):	
		E-MAIL: pam@txcins.com	
		ADDRESS:	
Granbury TX 76049		INSURER(S) AFFORDING COVERAGE	
		INSURER A: CRUM & FORSTER IND CO	
		NAIC # 31348	
INSURED		INSURER B: Ohio Security Insurance Co	
Hardin & Associates Holdings LLC		INSURER C:	
2105 Luna Road		INSURER D:	
Carrollton TX 75006		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	EPK-144709	07/31/2023	07/31/2024	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	☒ Pollution Liability						MED EXP (Any one person) \$ 5,000	
	☒ Professional Liability						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
☐ POLICY ☐ PRO-JECT ☐ LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000	
OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	☐ ANY AUTO						BODILY INJURY (Per person) \$	
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
	☐ AUTOS ONLY						\$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB	☐ OCCUR					AGGREGATE \$	
	☐ CLAIMS-MADE						\$	
	DED						\$	
	RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	XWS61725375	07/31/2023	07/31/2024	PER STATUTE
	OTHER							
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below								

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

Blanket additional insured and blanket waiver of subrogation are attached to this policy in favor of any person or organization as required by written contract to be provided. The policy is primary and non contributory

CERTIFICATE HOLDER**CANCELLATION**

City of Nacogdoches	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn: City Manager	AUTHORIZED REPRESENTATIVE
P O Box635030	Pam Fuller
Nacogdoches TX 75691	

© 1988-2015 ACORD CORPORATION. All rights reserved.

2024 Customer Service Inspections (CSI) Services

- TCEQ requires cities to inspect existing and new businesses, perform Customer Service Inspections – No “grandfathering”
- Identifies potential sources of contamination to public water system
- IDIQ contract - \$125,000
 - Hardin & Associates





City Council Meeting

Date: March 5, 2024

Agenda Item: 7.B.

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of proposed updates to Chapter 106 - Utilities, Article XI - Control of Backflow and Cross-Connections of the Nacogdoches Code of Ordinances.
(Director of Public Works)

SUMMARY/BACKGROUND: Chapter 106 – Utilities, Article XI – Control of Backflow and Cross-Connections includes specific plumbing requirements for various types of facilities to provide backflow prevention protection against contamination or pollution of the potable water distribution systems in and around the City. The ordinance also adds enforcement provisions for non-compliance.

Certain parts of the current ordinance have caused some confusion. City Staff has evaluated and is proposing updates to the current ordinance for purposes of clarification. Items highlighted in blue and red are the changes proposed.

FINANCIAL:

No financial impact associated with this item

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. Proposed Updates

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS; AMENDING CHAPTER 106, ARTICLE XI “CONTROL OF BACKFLOW AND CROSS-CONNECTIONS”, SECTION 106-742 “REQUIREMENTS”, OF THE CODE OF ORDINANCES FOR THE CITY OF NACOGDOCHES, TEXAS, PROVIDING A CONTINUATION CLAUSE; PROVIDING A REPEAL CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City Council of the City of Nacogdoches has prioritized the integrity and safety of the City of Nacogdoches potable water system;

WHEREAS, the City Council has adopted ordinances deemed necessary for protection of the water system against contamination or pollution from facilities; and

WHEREAS, the City Council has determined the need to amend this section of the Utilities ordinances for clarification.

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

SECTION I

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

SECTION II

Chapter 106, “Utilities,” and specifically, ARTICLE XI, Section 106-742 of the Code of Ordinances of the City of Nacogdoches, Texas, is hereby amended, as set hereafter to read as follows:

Sec. 106-742. Requirements.

(a) No permanent ~~commercial, industrial, institutional, agricultural, or other non-residential~~ water service connection to any premises identified as potential hazards in the Hazard Assessment and Assembly Selection Chart, set forth in subsection (I) below, shall be installed or maintained by the city unless the public water supply system is protected from potential or existing cross-connections by an approved backflow assembly appropriate to the degree of hazard. All multifamily ~~connections~~ and residential housing complexes ~~connections~~ served by a master water meter are considered commercial connections for these requirements.

(b) All newly constructed or significantly renovated premises identified in the Hazard Assessment and Assembly Selection Chart ~~commercial, industrial, institutional, agricultural, or other non-residential buildings or facilities~~ shall ~~typically~~ be required to install the specified type of reduced pressure principal backflow assembly (RPBA) on

customer's service line, as close as possible to the water meter, at customer's expense. In all cases, the [backflow prevention assembly RPBA](#) must be installed before the first water-use fixture and be in an above ground location easily accessible for inspection.

(c) [Any premises identified in the Hazard Assessment and Assembly Selection Chart which was Commercial, industrial or other non-residential buildings or facilities](#) constructed before the date of this ordinance shall ~~generally~~ be required to have in-place or install an approved and tested backflow assembly on customer's service line, as close as possible to the water meter, at customer's expense. When a retrofit installation of a backflow [device-assembly](#) near the meter is determined by the official to be a traffic hazard or require significant reconstruction of the site, alternative locations may be approved for each assembly within the premises.

(d) Temporary water service connections for any use, including construction or special events, shall incorporate a backflow prevention device at or near the connection point and type and installation of the device must be approved by the official prior to activation.

(e) A customer service inspection (CSI) shall be performed by the city, a licensed customer service inspector, a licensed plumbing inspector, or a licensed water supply protection specialist prior to completing a service connection to city's public water supply. All areas identified in the CSI report as needing some form of cross-connection controls, shall be fully implemented or corrected before activating the water service connection. A follow up CSI report may be required by the official to verify all cross-connection issues have been resolved before activating the water service connection.

(f) Single family residential and two-family residential properties will require a customer service inspection upon completing all permitted construction activities, when a certificate of occupancy is required. Backflow prevention devices at the meter are not generally required except for irrigation system connections as described in section 106-698. If any unique or special hazards are identified by the official, backflow devices may be required at the connection point and also on other fixtures within the premises.

(g) Water service to any premises determined by the official to have a potential health hazard risk, shall be immediately discontinued by the city if a backflow prevention assembly required by this ordinance is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected. The city may at its option, install a backflow prevention device and bill the customer for labor and material costs of the work.

(h) All backflow assemblies or cross-connection devices shall be inspected and tested upon installation. Backflow prevention assemblies installed to provide protection against health hazards must also be tested and certified to be operating within specifications at

least annually by a backflow prevention assembly tester (BPAT), duly licensed by the State of Texas. Annual test reports shall be submitted by the BPAT directly to the city using an accepted delivery system as defined by the official. If the official deems a significant hazard or risk of contamination exists at a connection, he/she may require more frequent inspections and testing of the backflow device. Cost for testing, inspections, repairs, and filing all reports with the city, shall be the responsibility of the customer.

Backflow prevention devices used for temporary or construction connections must also be tested annually, but may be used at different connections without testing each time they are installed so long as the user can present a valid annual test report. The official may require testing of a backflow device any time if he/she suspects the device has been damaged or is not functioning properly.

(i) Any backflow prevention assembly required herein shall be a make, model and size approved by the official. An approved backflow prevention assembly shall mean an assembly manufactured in full conformance with standards established by AWWA/ANSI C510-2007 Standard for Double Check Valve Backflow Prevention Assemblies; AWWA/ANSI C511-2007 Standard for Reduced Pressure Principle Backflow Prevention Assemblies (or latest revision); and, have met all laboratory and field performance standards of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (USC FCCCHR) established in the publication: Standards of Backflow Prevention Assemblies Chapter 10 of the most current edition of the Manual of Cross-Connection Control. Approval of a device shall be evidenced by a certificate of compliance for said AWWA standards or appearance of the specific model and size on the list of approved backflow prevention assemblies published by the USC FCCCHR. The recognition of alternate approved testing laboratories must be approved by the Official.

(j) The consumer's system shall be open for inspection at all reasonable times to authorized representatives of the city to determine whether unprotected cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the official shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until consumer has corrected the condition(s) in conformance with City of Nacogdoches' statutes relating to plumbing and water supplies and regulations adopted pursuant thereto.

(k) Any premises with a private auxiliary water supply shall be separated from the public water system by a physical air gap. Interconnections between the city's water system and other public systems will require an approved reduced pressure principle backflow prevention assembly.

(1) The type of protective assembly required under this section shall depend upon the degree of hazard as determined by the official. Typical cross-connection controls and backflow assemblies for various hazard conditions may be generally determined as follows:

Hazard Assessment and Assembly Selection Chart		
Premises Isolation: Description of Premises	Assessment of Hazard	Required Assembly
Aircraft and missile plants	Health	RPBA or AG
Animal feedlots	Health	RPBA or AG
Automotive plants	Health	RPBA or AG
Breweries	Health	RPBA or AG
Canneries, packing houses and rendering plants	Health	RPBA or AG
Commercial car wash facilities	Health	RPBA or AG
Commercial laundries	Health	RPBA or AG
Cold storage facilities	Health	RPBA or AG
Connection to sewer pipe	Health	AG
Dairies	Health	RPBA or AG
Docks and dockside facilities	Health	RPBA or AG
Dye works	Health	RPBA or AG
Food and beverage processing plants	Health	RPBA or AG
Hospitals, morgues, mortuaries, medical clinics, dental clinics, veterinary clinics, autopsy facilities, sanitariums, and medical labs	Health	RPBA or AG
Metal manufacturing, cleaning, processing, and fabrication plants	Health	RPBA or AG
Microchip fabrication facilities	Health	RPBA or AG
Paper and paper products plants	Health	RPBA or AG
Petroleum processing or storage facilities	Health	RPBA or AG

Photo and film processing labs	Health	RPBA or AG
Plants using radioactive material	Health	RPBA or AG
Plating or chemical plants	Health	RPBA or AG
Pleasure-boat marinas	Health	RPBA or AG
Private/Individual/Unmonitored Wells	Health	RPBA or AG
Reclaimed water systems	Health	RPBA or AG
Restricted, classified or other closed facilities	Health	RPBA or AG
Rubber plants	Health	RPBA or AG
Sewage lift stations	Health	RPBA or AG
Sewage treatment plants	Health	RPBA or AG
Slaughter houses	Health	RPBA or AG
Steam plants	Health	RPBA or AG
Tall buildings or elevation differences where the highest outlet is 80 feet or more above the meter	Non-health	DCVA
** Multifamily/Residential Housing Complex	Non-health	RPBA

Internal Protection: Description of Cross Connection	Assessment of Hazard	Required Assembly
Aspirators	Non-health†	AVB
Aspirator (medical)	Health	AVB or PVB
Autoclaves	Health	RPBA
Autopsy and mortuary equipment	Health	AVB or PVB
Bedpan washers	Health	AVB or PVB
Connection to industrial fluid systems	Health	RPBA
Connection to plating tanks	Health	RPBA
Connection to salt-water cooling systems	Health	RPBA

Connection to sewer pipe	Health	AG
Cooling towers with chemical additives	Health	AG
Cuspidors	Health	AVB or PVB
Degreasing equipment	Non-health†	DCVA
Domestic space-heating boiler	Non-health†	RPBA
Dye vats or machines	Health	RPBA
Fire-fighting system (toxic liquid foam concentrates)	Health	RPBA
Flexible shower heads	Non-health†	AVB or PVB
Heating equipment		
Commercial	Non-health†	RPBA
Domestic	Non-health†	DCVA
Hose bibbs	Non-health†	AVB
Irrigation systems		
with chemical additives	Health	RPBA
without chemical additives	Non-health†	DCVA, AVB, or PVB
Kitchen equipment—Commercial	Non-health†	AVB
Lab bench equipment	Health or Non-health†	AVB or PVB
Ornamental fountains	Health	AVB or PVB
Swimming pools		
Private	Non-health†	PVB or AG
Public	Non-health†	RPBA or AG
Sewage pump	Health	AG
Sewage ejectors	Health	AG
Shampoo basins	Non-health†	AVB

Specimen tanks	Health	AVB or PVB
Steam generators	Non-health†	RPBA
Steam tables	Non-health†	AVB
Sterilizers	Health	RPBA
Tank vats or other vessels containing toxic substances	Health	RPBA
Trap primers	Health	AG
Vending machines	Non-health†	RPBA or PVB
Watering troughs	Health	AG or PVB

AG = air gap; AVB = atmospheric vacuum breaker; DCVA = double check valve backflow prevention assembly; PVB = pressure vacuum breaker; RPBA = reduced-pressure principle backflow prevention assembly;

AVBs and PVBs may be used to isolate health hazards under certain conditions, that is, back-siphonage situations. Additional area of premises isolation may be required.

† Where a greater hazard exists (due to toxicity or other potential health impact) additional area protection with RPBAs is required.

[** City requirement.](#)

(m) All backflow prevention assemblies which do not meet requirements of this section but were approved devices for purposes described herein at the time of installation and have been properly maintained, shall, except for field testing and maintenance requirements under section 106-741(h), be excluded from requirements of these rules so long as the official believes they will satisfactorily protect the city's public water system. Whenever an existing device is moved from the present location or requires more than minimum maintenance, or when the official finds that the condition of the device poses a risk to public health, the unit shall be replaced by an approved backflow prevention assembly meeting requirements of this section.

(n) Buildings, equipment, or other facilities constructed, purchased, installed, and approved for occupancy or use prior to this ordinance that do not incorporate necessary controls for cross connection prevention, are not considered "grandfathered" and must comply with requirements of this ordinance.

(Ord. No. 1794-03-19 , § II, 3-5-2019)

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 106 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 _____, 2024, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches.

ATTEST:

CITY OF NACOGDOCHES

Rhonda Lewis, City Secretary

BY: _____
Randy Johnson, Mayor

APPROVED AS TO FORM:

Jerry Baker, City Attorney

APPROVED AS TO CONTENT:

Case Opperman, Director of Public Works
and City Engineer

PRESENTER: Scott Weems, Police Chief

ITEM/SUBJECT: Consider a proposal from Reneau Roofing & Sheet Metal to re-roof the Police Department. (Chief of Police)

SUMMARY/BACKGROUND: The Police Department roof has been leaking and causing structural damage and mold inside the building. There is damage to the breakroom and the entire lower section of the department. The damage is continuing to spread, and the proposal will cover repairing the lower section in the amount of \$42,500.

FINANCIAL:

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

Account No.: 01.86.680.00

Account Name: *Building & Structures*

Amount:42,500.00

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

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

Account No.: 01.86.680.00

Account Name: *Building & Structures*

Amount:42,500.00

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

ATTACHMENTS:

1. Police Station Roof Damage PPP
2. BA Ordinance for PD Roof

Police Station Roof Damage

- The lower section of the roof at the Police Station has been leaking for years.
- It is causing structural damage and mold inside the building.
- The damage is starting to spread to the point that if nothing is done, the City would incur significant costs to make repairs in the near future.

Damage over the Break Room



Extensive Damage for years





Damage over
the entire
lower section



Admin Break Room damage

Admin Break Room damage





Re-roof Proposal

- **The January 3rd proposal from Reneau Roofing & Sheet Metal, Inc. totaled \$42,500 to do the following:**
 - **Tear and haul off existing top layer of TPO roofing**
 - **Repair or remove existing screws**
 - **Repair/replace existing wood blocking where needed**
 - **Install synthetic felt as a separator**
 - **Install new 60MIL PVC roofing**
 - **Install new PVC metal along the exterior roof area**
 - **Install roof related trim where necessary**

RENEAU ROOFING & SHEET METAL, INC.

P.O. Box 100

Garrison, Texas 75946

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

To: Mike Scott – City of Nacogdoches

**Project: Re-Roofing Police Department
Nacogdoches TX**

We propose the following:

- **Tear and haul off existing top layer of TPO roofing**
- **Repair or remove existing screws**
- **Repair/replace existing wood blocking where needed**
- **Install synthetic felt as a seperator**
- **Install new 60MIL PVC roofing**
- **Install new PVC metal along the exterior roof area**
- **Install roof related trim where necessary**

Total Price: \$ 42,500

Cameron DeBorde

1.03.2024

Date

Quality Workmanship

- Reneau Roofing is a well-known, established company that does business in the City as well as the surrounding area.
- They did the partial roof replacement for the Police Station recently and did a commendable job.
- They back their work and complete the job within a reasonable timeframe.

Ordinance No. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1978-09-23 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.

WHEREAS, the City of Nacogdoches Police Department contracted with Reneau Roofing in the past, to replace a portion of the Police Department's roof; and

WHEREAS, the lower section of the roof at the Police Station has been leaking for years and is causing structural damage and mold inside of the building. The damage is beginning to spread and if left to continue, will be more costly to replace in the future; and

WHEREAS, on January 3, 2023, Reneau Roofing & Sheet Metal, Inc. proposed a total of \$42,500 to perform the following repairs: tear and haul off existing top layer of TPO roofing, repair or remove existing screws, repair/replace existing wood blocking where needed, install synthetic felt as a separator, install new 60MIL PVC roofing, install new PVC metal along the exterior roof area, and install roof related trim where necessary; and

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

Fund	Dept	Acct.	Department	Description	Amt.
Fund Balance	86	680.00	Police Department	Roof Repairs	\$ 42,500

PASSED AND APPROVED this the 5th day of March, 2024.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

Rhonda Lewis, City Secretary

Approved as to form: _____
Jerry Baker, City Attorney

Approved as to content: _____
Todd Simoneaux, Interim Director of Finance

PRESENTER: Colin Smith, Airport Manager

ITEM/SUBJECT: Consider approval of a letter of interest to TxDOT Aviation regarding a runway paving project and an airport layout plan project. (Airport Manager)

SUMMARY/BACKGROUND: TxDOT Aviation and consulting engineers have determined that the A.L. Mangham, Jr Regional Airport runway is in need of an asphalt pavement overlay for safety and strengthening. TxDOT Aviation recommends that the runway be repaved before consideration is given to other non-safety oriented airport projects (i.e. the terminal area projects). TxDOT estimates the total project costs will be up to \$4,900,000, and they indicate that the City's share of total project costs will be 10% (\$490,000).

The City of Nacogdoches receives approximately \$150,000/year in Nonprimary Entitlement (NPE) grant funding to be used as an allowance for approved capital projects at the A.L. Mangham Jr. Regional Airport. The City can (and has) bank up to three years of NPE funding to spend with the current year's funding. The City also gets approximately \$295,000/year for the years 2022-2027 from the Infrastructure Investment and Jobs Act (IIJA) that can be applied to approved airport capital projects, and the City has banked all the funds received so far. There are other State and Federal discretionary and apportionment grant funds available to airports on a competitive basis.

All of the City's available banked entitlement grant (NPE and IIJA) funding, and additional discretionary/apportionment State funding, will be applied to the State's share of the funding split for the runway paving project. It is anticipated that the City's share of funding for this project will come from bond proceeds. If approved, engineering design is projected to start in the late summer of 2024 and construction is projected for the summer of 2025.

TxDOT Aviation and City staff strongly recommend that the Airport Layout Plan (ALP) be revised and updated to the current layout needs and wants prior to starting terminal, apron, taxiway and hangar development, design, and construction. The Airport Layout Plan will include a narrative and, along with other supporting documents, estimates, and exhibits, and will act as the airport planning and facility record for the airport. The Airport Layout Plan has not been updated since 2008 and does not reflect the schematic terminal layout plan developed in 2020 or any significant runway expansion. This plan will be the blueprint for airport infrastructure projects, will be a living document updated with infrastructure expansions, and will be reviewed and approved by the FAA.

TxDOT estimates the Airport Layout Plan total project cost will be \$400,000, and they indicate that the City's share of total project costs will be 10% (or \$40,000). It is anticipated that the City's share of funding for this project will come from bond proceeds, but staff will explore all available options for meeting the City's share of this project. Funding for the State's share of this project will likely come from their apportionment funds. TxDOT estimates the planning project will start in the late summer or fall of 2024 and last about 10-12 months. Public input from

airport stakeholders will be an important part of the development of this plan.

TxDOT Aviation requires a letter of interest from the City to initiate these projects. Once the letter is received, they will place the projects on the list of potential projects for the State Transportation Commission to consider for funding in their May/June meeting. This letter of interest is not considered a final project commitment or agreement. That agreement would come if and after the State approves the projects this summer. However, if the City's bond proceeds (or alternate City share matching funding) are not confirmed available and in hand by the time the commission considers these projects in May/June, then TxDOT will most likely remove the City's projects from the project list up for consideration this fiscal year.

FINANCIAL:

Item is not budgeted (*Bond Proceeds*)

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

Infrastructure

CITY CONTACT: Colin Smith, Airport Manager
smithcm@nactx.us
(936) 560-9567

ATTACHMENTS: 1. DRAFT Letter of Interest - Runway and ALP Projects



February 20, 2024

Mrs. Stephanie Kleiber
Director of Planning and Programming
TxDOT Aviation Division
6230 E. Stassney LN
Austin, Texas 78744

Re: Letter of Interest For Runway Paving and ALP Projects

The City of Nacogdoches is interested in undertaking the following airport improvement projects at the A. L. Mangham Jr. Regional Airport (KOCH):

Runway 18/36 Paving and Strengthening Project

- Engineering/design start FY 24
- Construction FY 25 (June-Aug 2025)
- 10% Sponsor cost participation
- 90% State/Federal cost participation (NPE, IIJA, and other State funding)
- To include seal coating the taxiways and other ancillary improvements

Airport Layout Plan with Narrative Project

- Engineering/design/planning start FY24
- 10% Sponsor cost participation
- 90% State cost participation (State funding)
- Last ALP update was 2008
- To include planning for a new terminal building, hangar development, longer/wider/stronger runway, and other airport improvements

As sponsor of the A. L. Mangham Jr. Regional Airport, the City of Nacogdoches is dedicated to airport safety, improvement, and growth. Evidence of this is the recent passage of a bond referendum by its citizens dedicating significant funding directly to the airport. We look forward to working with TxDOT Aviation on the projects listed above and many more in the coming years. Please do not hesitate to contact me should you have any questions.

Respectfully,

Richard B. Beverlin, III
City Manager