



June 18, 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. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider acceptance of National Endowment for the Arts Big Read Nacogdoches grant in the amount of \$19,440.00
 - B. Consider approval of a contract by and between the City of Nacogdoches and Medford & Associates for Drainage Easement Acquisition Services in a not-to-exceed amount of \$21,250.00 (Director of Public Works).
 - C. Consider selection of SCS Engineers for Professional Engineering Services for Landfill Permit Amendment. (Director of Public Works)
 - D. Consider accepting a Contract for Water Services between the City of Nacogdoches and Woden Water Supply Corporation (WSC). (Assistant City Engineer)

- E. Consider accepting a Contract for Water Services between the City of Nacogdoches and Nacogdoches County Municipal Utility District (MUD) 1. (Assistant City Engineer)
 - F. Consider accepting a Contract for Water Services between the City of Nacogdoches and Lilly Grove Special Utility District (SUD). (Assistant City Engineer)
 - G. Consider approval of minutes for the June 4, 2024, City Council Regular Meeting. (City Secretary)
6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
- A. Consider appointing members to the Deep East Texas Council of Governments (DETCOG) Board of Directors. (Mayor)
7. ADJOURN.



Rhonda Lewis
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 June 13, 2024, at 5:00 p.m., and remained posted until the meeting convened.

Rhonda Lewis, City Secretary



City Council Meeting

Date: June 18, 2024

Agenda Item: 5.A.

PRESENTER: Mercedes Franks, Library Manager

ITEM/SUBJECT: Consider acceptance of National Endowment for the Arts Big Read Nacogdoches grant in the amount of \$19,440.00

SUMMARY/BACKGROUND: The Nacogdoches Public Library applied and received a Big Read Grant from the National Endowment for the Arts and Arts Midwest for \$19,440.00 for the purchase of books, presenters, and supplies related to the community-wide reading program around the book, *There There* by Tommy Orange.

This is a federal grant that will distribute payments in two disbursements of 90% and 10% respectively and will overlap FY 23-24 and FY 24-25. The first payment of \$17,460 will be provided in the summer of 2024 and the remaining 10%, or \$1,940 will be distributed 45 days after the final grant report is submitted in December 2024.

There is an in-kind match requirement that will be met by including staff and volunteer time, facilities use, and book discussion facilitators' time.

The Nacogdoches Big Read will span from October through December 2024 and will include book discussions, programs for children, teens, and adults and outreach events. Partners include Caddo Mounds State Historic Site, SFASU's Stone Fort Museum, various City of Nacogdoches departments, and Nacogdoches Friends of the Library. This is the seventh time that the Nacogdoches Public Library has received this prestigious grant since 2017.

FINANCIAL:

Item is budgeted:

Revenue

Account No.: 24.560.31

Account Name: Library Grant Revenue

Amount: \$19,440.00

Expenditure

Account No.: 24.21.610.65

Account Name: *Book Expense*

Amount: \$9,690

Account No.: 24.21.630.70

Account Name: *Special Services Expense*

Amount: \$9,750

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

CITY CONTACT: Jessica Sowell, Community Services Director
sowellj@nactx.us
(936) 559-2935

ATTACHMENTS: 1. NEA Big Read Application 2024 - There There



Application ID

2023-2840 NEA Big Read

Application Type

NEA Big Read

Organization Information

Nacogdoches Public Library
1112 North Street
Nacogdoches, TX 75961
Phone: 936-559-2970

Mission Statement

The Nacogdoches Public Library connects people with information, ideas and experiences to provide enjoyment, enhance lives and strengthen our community.

Annual Operating Budget

\$500,000-\$999,999

Location Designation

Micropolitan

Applicant

Crystal Hicks
Assistant Library Director
1112 North Street
Nacogdoches, TX 75961-4482

Phone: 936-559-2970
Email: hicksc@nactx.us

Publicity name

What should we call your organization when we conduct any future publicity?

Nacogdoches Public Library

Project Summary

Please provide one to two sentences that summarize your project in plain, easy to understand language. This description will be displayed publicly when the grantees are announced.

The Nacogdoches Public Library's Big Read explores "Where We Live" through the lens of There There by Tommy Orange. Through book discussions, workshops, and related activities, the program promotes literacy, engages the community, and celebrates the joy of reading, while also examining the historical displacement of the indigenous people who settled the area long before us.

Short description

Please write a brief, one-paragraph, high-level description of your project. Cover the key highlights of your project and the minimum programming requirements as stated in the application guidelines.

Big Read Nacogdoches is a community-wide initiative aimed at fostering a sense of unity, promoting literacy, and celebrating cultural diversity through the shared exploration of a carefully chosen book. We invite residents to engage in discussions, critical analysis, and creative expression inspired by the book's themes. The program encourages participants to delve into the cultural and historical context of the book, contemplate ethical questions, and develop a deeper appreciation for literature. This year's iteration will delve into There There by Tommy Orange. We will foreground our own local indigenous history of the Caddo Nation, who were displaced in the 19th century, as well as efforts to begin to heal that tragedy through cultural learning and celebration. We will also interrogate methods of making our community more resilient and resourceful through writing and art workshops. The Big Read program has been an anticipated annual series of events since 2017.

Prior grant recipient?

Have you received a grant from Arts Midwest before?

Yes

Project Start Date

When will the project begin?

10/14/2024

Project End Date

When will the project end?

12/14/2024

Theme and book description

Provide a rationale for your chosen NEA Big Read book and how you will use it with the theme of Where We Live.

There There by Tommy Orange intricately weaves the narratives of twelve characters of Native American heritage, converging at the Big Oakland Powwow. The novel adeptly explores the complexities of contemporary Native American identity, delving into themes of cultural heritage, trauma, and the struggle for connection in a modern, urban landscape. As an ideal choice for the NEA Big Read with the theme "Where We Live," the book addresses the impact of displacement and urbanization on Native communities, allowing readers to reflect on the broader theme of home. Discussions and events will explore the relationships between individuals and their environments, fostering dialogue on cultural roots, community, and identity in the context of modern life. Nacogdoches, historically home to the Caddo Nation, displaced to Oklahoma in the 19th century, will partner with Caddo Mounds State Historic Site to create awareness of historical realities, as well as inviting input on how the Caddo continue to be impacted from the people themselves. Expert discussions, interactive art creation, and writing workshops will engage the community, connecting the novel's themes to Nacogdoches' surroundings through outdoor events, nature walks, and storytelling sessions. Panel discussions and guest speakers will represent community diversity, providing a platform for open conversations about ancestral roots and evolving dynamics. Collaborations with local entities will celebrate landmarks and traditions, showcasing local culture through workshops, exhibitions, and performances. Historical tours, storytelling sessions, and film screenings will complement the novel's exploration of the past, allowing residents to reflect on historical influences, particularly the displacement of the Caddo Nation. Community forums, art installations, and creative workshops will encourage envisioning alternate realities for Nacogdoches, addressing historical disparities and aligning with collective aspirations.

Book Title

Tommy Orange, There, There

Requested Amount

What is the grant amount you're seeking? Please refer to the application guidelines for minimum/maximum limits.

\$19,440.00

Proposed number of partner organizations

41

Proposed number of book discussions

Must be at least 3

5

Proposed total number of events (including book discussions)

35

Anticipated adults served

An estimate of individuals 18 and older to be served by the project.

2,500

Anticipated youths served

An estimate of individuals 17 and younger to be served by the project.

1500

Anticipated total participants

This will auto-calculate based on your responses above and after you click the "Save" button.

4000

Accessibility narrative

Please describe how you will make your proposed activities accessible to people with disabilities.

All venues are wheelchair accessible, equipped with ramps, and have accessible restrooms. Information will be presented in multiple formats (written, verbal, visual) to suit diverse communication preferences. Accessible seating areas will be available, accommodating various needs. The program will offer a diverse range of activities for different interests and abilities, with an aim to avoid sensory triggers. These considerations aim to create a welcoming and accessible environment.

Organization description narrative

Briefly describe your organization's history and achievements.

The Nacogdoches Public Library was established in 1972 thanks to the efforts of the Friends of the Nacogdoches Public Library and other community groups. It is the sole public library in Nacogdoches County. The library outgrew its original site and moved to its current location in 1997. Our organization strives to connect people through lifelong learning opportunities, cultural experiences, and social interactions. We enjoy a reciprocal borrowing relationship with Stephen F. Austin State University's Steen Library, making their considerable collection available to our patrons and vice versa.

In addition to the Big Read, we host annual events for all ages like Oscar Movie Night, Earth Day, How-To Festival, and an action-packed summer reading program. We offer Makerspace and STEAM programs for children and teens year round, as well as technology classes, story times and special family events. Tween and teen events include escape rooms, cooking and craft classes, and NERF battles. A thriving adult program series includes art workshops, cooking classes, special interest hobby clubs, and citizenship civics classes. We have also implemented and expanded alternative collections such as the Nacogdoches Seed Library and the Library of Things which circulate items that range from board games and telescopes to kitchenware and gardening tools. The library participates at local festivals and events, teacher training at area schools, and school visits.

The library also collaborates year-round with area organizations to present a wide variety of offerings. Frequent partners include Historic Sites, Farmers Market, Caddo Mounds State Historic Site, Stone Fort Museum, Cole Art Center, Nacogdoches County Humane Society, and others. While we always try to expand our reach with the Big Read, we make community collaboration a central function of our daily operation.

Programming description

1. Describe your programming plans in detail, including types of activities, locations, and dates. Be sure that your plans meet the minimum project requirements outlined in the [guidelines](#).
2. Explain how your program will distribute copies of your chosen NEA Big Read book and optional companion title(s).
3. Describe your organization's efforts to further diversity, equity, inclusion, and access as it relates to audiences for your proposed project.

1. October 5 - Benefit Powwow at Alabama-Coushatta Reservation

October 12 - Stickball Tournament at Alabama-Coushatta Reservation

October 14 - Indigenous People's Day - Big Read Kickoff at Nacogdoches Public Library with Alabama-Coushatta Tribe - Kicks off PhotoVoice and Canvas Chronicles

October 19 - Camino Real Day with Nacogdoches Historic Sites

October 23 - Keynote Panel - Dana Cooper, Leslie Cecil, Linda Levitt
October 26 - Walking tour of Caddo Mounds and Landmarks with Nacogdoches Historic Sites
November 2 - Caddo Culture Day at Caddo Mounds site
November 2 - Dia de los Muertos Fiesta
November 3 - Caddo Pottery with Chase Earles
November 3 - Foraging & Pine Needle Baskets with Caddo Artist Jackie Bullard
November 9 - StoryCorps Day
November 17 - Talk with Caddo Artist Raven Halfmoon
December 7 - Human Library event at the library
December 14 (AM) - Culminating event at Stone Fort Museum, including readings by Writing Workshop and NaNoWriMo participants and Lamplite performance.
December 14 (PM) - Canvas Chronicles: Where We Live (with the Art Brigade) - Art and PhotoVoice Opening at Nacogdoches Arts Collaborative.
Film Screenings (October 18 - Prey, November 8 - Killers of the Flower Moon , November 15 - Smoke Signals, December 6 - Reservation Dogs)
Book Discussions - (Keynote Panel, Strong Towns discussion with Nacogdoches Strong, Appreciation vs. Appropriation and Indigenous Futurism with Chase Earles, Difficult Conversations with Caddo Tribe Member Lauren Haupt , Local History Panel - Perky Beisel, Paul Sandul, (SFA professors))
Artist Talk/Workshop with Michael Sheyashe
Beadwork with Caddo Artist Yonavea Hawkins
Caddo Cooking Demo with Caddo Member Kay O'Neil
Writer's Workshops (I am From Poetry Workshop with Jane Webb Childress, Short Story Writing with Sue Whatley, Writer's Afternoon with Rebecca Spears)
Readalike Book Club
Caddo-Themed Mural Unveiling by Caddo Artist Chad Earles
Ongoing: Geocaching at Caddo Mounds, Nacogdoches Public Library, Nacogdoches Historic Sites, Stone Fort Museum, Mission Dolores, Mission Tejas, Main Street, Nacogdoches Visitors Center, Texas Forestry Museum, Pecan Acres Park and Pioneer Park in Nacogdoches; STEAM Backpacks with Caddo Mounds

2. Distribution of NEA Big Read Book and Companion Title(s):
Copies of the book will be available at multiple sites, including the library/recreation center, local historic sites, the Stone Fort Museum, Nacogdoches Art Collaborative, SFA's Steen Library, and the Cole Art Center. We also take copies to local festivals and events as the opportunities are presented. For example, we will distribute copies at the Farmers Market, Kid Fish with the Parks Department, and at civic organizations during speaking engagements. We have found that we can reach a wider audience by diversifying our distribution sites. We also encourage book clubs and educational institutions to adopt the chosen titles for discussions.

3. Diversity, Equity, Inclusion, and Access Efforts:
We prioritize outreach to underrepresented communities by organizing events in areas with higher

poverty rates and collaborating with schools with a high percentage of students enrolled in free or reduced lunch programs. We also offer events with a variety of formats and locations, ensuring physical accessibility for all participants, including those with disabilities. We partner with local organizations to promote inclusivity and diversity in programming, aiming to reflect the rich cultural tapestry of the community. Utilizing various communication channels to reach a wide audience, including those with limited access to traditional media or social media, is key to reaching underserved audiences. Finally, we collaborate with local community leaders, educators, and cultural groups, specifically the Caddo and Alabama-Coushatta Tribes to ensure that programming is culturally sensitive and relevant to the diverse backgrounds of Nacogdoches residents.

Project partnerships narrative

1. Describe your partnerships with libraries (as applicable) and community organizations.
2. Explain the role each partner will play in your program, the activities each partner will undertake with your organization, and whether these partnerships are confirmed or pending.
3. Explain how your partnerships will allow you to reach your intended audience(s) and engage individuals of diverse backgrounds and ability levels.

Confirmed:

Caddo Mounds State Historic Site: As a major partner drawing participants from surrounding counties, they provide a historical and cultural context, engaging individuals interested in indigenous history and heritage.

Alabama-Coushatta Tribe of Texas: Performing and providing traditional foods at Indigenous Peoples Day, this partner brings authenticity and cultural richness, appealing to a wide audience interested in indigenous traditions.

Chikawa Aztec Dancers: Adding an element of performance to Dia de los Muertos, they contribute to a vibrant and diverse cultural experience, attracting those interested in traditional dance forms.

Friends of the Nacogdoches Library: Being a major partner providing funding and volunteers for Dia de los Muertos and library programs, they ensure accessibility and inclusivity in library-based events.

Nacogdoches Strong: Serving as a book discussion partner, this group engages community members in literary conversations, fostering a shared reading experience.

Better Together: As a PhotoVoice partner, they contribute to a visual storytelling aspect, making the program accessible to individuals with different abilities and backgrounds.

SFA Departments (History, Anthropology, Art, Ralph W. Steen Library): Involvement in panels brings academic expertise, attracting those interested in scholarly discussions and historical perspectives.

Mission Tejas, Mission Dolores, Texas Forestry Museum, Stone Fort Museum: Through geocaching programs, these partners provide interactive and outdoor activities, engaging a diverse audience interested in exploration and adventure.

Historic Sites, Parks & Recreation, Main Street: As site partners in multiple programs, they contribute to

the accessibility of events and ensure community-wide participation.

Nacogdoches Convention & Visitors Bureau: Involvement in the geocaching program attracts both locals and visitors, enhancing community engagement.

Lamplite Theater, Cole Art Center, Friends of the Visual Arts, Nacogdoches Arts Collaborative, Art Brigade: These partners provide venues for film screenings, art openings, and performances, appealing to diverse artistic interests.

Nacogdoches ISD: Serving as outreach sites for PhotoVoice and Canvas Chronicles: Where We Live, they bring the program directly to educational institutions, ensuring engagement with students and educators.

Fredonia Brewery, Books & Brews Book Club, Lone Star Trivia: Outreach sites that provide social and recreational spaces for community members to engage with literature in different ways.

Writing Workshop facilitators (Jane Childress, Sue Whatley, Rebecca Spears): These workshops offer creative outlets, attracting individuals with varied writing abilities and interests.

Panelists (Dr. Dana Cooper, Dr. Leslie Cecil, Dr. Linda Levitt, Dr. Paul Sandul, Dr. Perky Beisel): Their expertise adds depth to discussions, attracting individuals interested in scholarly perspectives on literature and history.

Krista Langley (Alabama-Coushatta): Serving as a liaison and kickoff program partner, she bridges cultural connections and ensures a meaningful launch of the program.

Brushing Up Nac: This nonprofit organization makes art accessible to the community through public murals.

Nancy Breen - National Novel Writers Month Municipal Liaison - Will collaborate with writers workshops to promote the program.

Pending:

Son de Mexico Folklorico and Ketzaly Dance Folklorico: If confirmed, these dance groups would further enhance the cultural diversity of Dia de los Muertos celebrations, appealing to those interested in Mexican folkloric dance.

Human Library: If confirmed, it would provide an innovative platform for diverse storytelling, engaging individuals through unique and personal narratives.

By leveraging these partnerships, the Big Read program ensures a multifaceted approach to engaging a diverse audience, making literature and cultural events accessible to individuals with varying interests and abilities.

Describe the community your program impacts

Please describe the community you plan to reach with your programming.

The community impacted by our Big Read program in Nacogdoches is deeply rooted in history, as Nacogdoches holds the distinction of being the oldest town in Texas. With a population of 32,717 and a median age of 24.4 years, the community is not only shaped by its local residents but also draws in an additional 30,000 people from the surrounding Nacogdoches County. The presence of Stephen F. Austin State University, with a current enrollment of 10,888 students, provides a vibrant and diverse academic backdrop, offering rich opportunities for collaboration and engagement.

We make a concerted effort to reach as many corners of the community as possible, taking books and outreach programs to a wide range of sites, including senior living facilities, civic organizations, cultural centers, local businesses, after school programs, and schools. Much of our programming is family-focused, so all are welcome to participate in an interactive and meaningful way, in part through an extensive list of readalikes for all ages.

Our organization values equity and unity, and our programming reflects these core values. With a focus on the novel's themes of cultural identity and the legacy of historical trauma, our events encompass both serious and celebratory aspects. By addressing significant issues presented in the book, we aim to foster meaningful discussions and reflections within the diverse fabric of the Nacogdoches community. The community is characterized by its commitment to preserving and celebrating its history, evident in the numerous historic sites, museums, galleries, and parks. Additionally, a thriving music and performance art scene adds cultural depth to the community. Our programming aims to be inclusive and far-reaching, extending beyond regular library patrons to engage with county residents and university students alike. The Big Read has become a highly anticipated annual event, with prior participants eagerly awaiting the book selection and associated programs.

Underserved audience

Please indicate the underserved audience you hope to reach.

- ☒ Black
- ☒ Indigenous
- ☒ POC
- ☐ Disability
- ☒ Seniors
- ☐ LGBTQIA
- ☒ Rural
- ☐ Veterans
- ☐ None of the above

Underserved narrative

Please provide any details about the underserved audience(s) served through this project.

Our community faces economic challenges, with 30% of residents experiencing poverty. Additionally, 60% of local students are enrolled in the free or reduced lunch program. By acknowledging the economic realities of our community members, our programs strive to bridge gaps, foster community resilience, and provide opportunities for all residents, irrespective of socio-economic challenges. We also cater to a wide age range, including seniors who may be isolated or have limited access to cultural activities, as well as youth who benefit from exposure to literature and the arts. The program also includes and celebrates the cultural diversity of the community. We aim to extend its reach to underserved areas or neighborhoods within or near Nacogdoches. Collaborations with local community organizations ensure that the project reaches a wider audience. We engage individuals with varying levels of literacy and educational backgrounds, promoting reading and learning across educational levels.

Relevant biographies

Provide brief biographies of artists, staff, and/or personnel leading or involved in your project.

Crystal Hicks - Assistant library manager who has worked at the Nacogdoches Public Library since 2012 and organized the Big Read since 2017. She has an M.A. in English, M.S. in Information Science, and Ph.D. (ABD) in Literature and Film Studies.

Rachel Galan - Assistant site manager at Caddo Mounds State Historic Site since 2014. She was formerly Associate Library Director at Stephen F. Austin State University's Steen Library. She has a M.L.I.S. from University of Texas at Austin.

Michael Sheyashe - Member of the Caddo Nation of Oklahoma who owns AlterNative Media Consultancy. He also writes and colors comic books that explore the indigenous experience.

Lauren Haupt - Member of the Caddo Nation of Oklahoma citizen of the Caddo Nation of Oklahoma. She is currently pursuing her Master's degree in Native American Studies at the University of New Mexico. Her research is focused on shifting practices within anthropology to recognize and incorporate Indigenous ontologies and methodologies to assist in supporting anthropology as a tool for social justice. She is currently working with her people, the Caddo Nation, and the Caddo Mounds State Historic Site in Texas, to establish better collaboration between state and federal government agencies when working with Tribal nations.

Jackie Bullard - Member of the Caddo Nation of Oklahoma who is currently reviving the art of Caddo basket weaving and teaching the methods for the first time in generations. She is also the president of the Friends of Caddo Mounds.

Raven Halfmoon - Member of the Caddo Nation of Oklahoma who is a painter and sculptor known for oversize clay-based sculptures. Halfmoon grew up in Binger and Norman, Oklahoma. She was introduced to working with clay at the age of thirteen and was influenced by Caddo artist Jeri Redcorn. She is an artist-in-residence at the Archie Bray Foundation for the Ceramic Arts. She is represented by Kouri + Corrao in Santa Fe. Her work has been featured in exhibitions at the Museum of Art and Design, Jeffrey Deitch, and Ross + Kramer in New York, Bill Brady in Miami, Nino Mier in Los Angeles, Western Exhibitions in Chicago, Allouche Benias in Greece, and the Utah Museum of Contemporary Art.

Krista Langley - Member of the Alabama-Coushatta Tribe of Texas and regional USDA Forest Service volunteer specialist.

Budget

Expense Description	Paid by Grant	Paid by Applicant	Paid by 3rd Party	In-kind	Total Match
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2023-2840 NEA Big Read

Personnel - Assistant Director	\$0.00	\$3,770.19	\$0.00	\$0.00	\$3,770.19
Personnel - Director	\$0.00	\$2,402.38	\$0.00	\$0.00	\$2,402.38
Personnel - Program Coordinator	\$0.00	\$909.24	\$0.00	\$0.00	\$909.24
Personnel - Clerks	\$0.00	\$1,735.82	\$0.00	\$0.00	\$1,735.82
Copies of There There	\$9,690.00	\$0.00	\$0.00	\$0.00	\$0.00
Keynote & Panel Speakers	\$0.00	\$0.00	\$0.00	\$1,250.00	\$1,250.00
Caddo Culture Day Presenters	\$0.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00
Caddo Lecturer - Michael Sheyashe	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Caddo Lecturer - Lauren Haupt	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Caddo Lecturer - Jackie Bullard	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Writing Workshop Facilitator - Jane Childress	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
Writing Workshop Facilitator - Rebecca Spears	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
Writing Workshop Facilitator	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
Portable Toilet for Dia de los Muertos	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00
Travel and Fee for Chikawa Aztec Dancers	\$0.00	\$0.00	\$1,700.00	\$0.00	\$1,700.00

Rentals for Dia de los Muertos	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
Sound Technician for Dia de los Muertos	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00
Lone Star Trivia Event	\$0.00	\$0.00	\$0.00	\$250.00	\$250.00
Meeting Room Use - 6 Events	\$0.00	\$0.00	\$0.00	\$300.00	\$300.00
Caddo Workshop Facilitator - Yonavea Hawkins	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Son de Mexico Dancers	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00
Ketzaly Folklorico Dancers	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00
STEM Backpack Supplies	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00
Caddo Storyteller	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Caddo Cooking Facilitator	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Printed Activity Guides	\$0.00	\$2,250.00	\$0.00	\$0.00	\$2,250.00
Flyers	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00
Stickers for Books	\$0.00	\$40.00	\$0.00	\$0.00	\$40.00
Total Project Expenses:	\$19,440.00	\$11,207.63	\$7,800.00	\$1,800.00	\$20,807.63

Supporting Documentation

Supporting documentation

Upload relevant information. Click Browse Files to get started.

Certify

I certify on behalf of my organization that the information provided in this application is true to the best of my knowledge. Furthermore, I certify that:

- My organization is eligible to receive federal funds and not delinquent in the repayment of Federal debt.
- My organization is a unit/division of government, a Federally-recognized tribal government, an institution of higher education, or a 501c3 nonprofit.
- My proposed activity space(s) are accessible to people with disabilities.
- My organization does not discriminate on the grounds of race, color, or national origin (including limited English proficiency), in accordance with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.); on the basis of age, in accordance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); on the basis of sex, in any education program or activity, in accordance with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.).

☒ I certify



City Council Meeting

Date: June 18, 2024

Agenda Item: 5.B.

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Medford & Associates for Drainage Easement Acquisition Services in a not-to-exceed amount of \$21,250.00 (Director of Public Works).

SUMMARY/BACKGROUND: Drainage project design under the ARPA funds are nearing completion with the first package of storm sewer line improvements ready to bid for construction. Many of the storm sewer improvement areas require easement acquisition for construction. Medford & Associates has provided easement acquisition services for the City on numerous projects in the past, and staff proposes to utilize their services for this project. This contract will be paid at an hourly rate of \$85/hour for these services with a not-to-exceed contract amount of \$21,250.00.

FINANCIAL:

Item is budgeted:

Account No.: 24.75 680.31

Account Name: *Special Grant Funds - Drainage Improvements*

Amount: \$21,250.00

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

Infrastructure

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

ATTACHMENTS: 1. General Services Contract - Medford & Associates

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 **Medford & Associates** (the “Contractor”), for the following work: **Drainage Easement Acquisition 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 **Twenty-One Thousand Two Hundred Fifty and 00/100 Dollars (\$21,250.00)**. 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:

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
PO BOX 635030
202 East Pilar Street
Nacogdoches, TX 75961

Medford & Associates
Attn: Jeff Medford
2808 S. John Redditt Drive
Lufkin, TX 75904
jeffmedford64@gmail.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

MEDFORD & ASSOCIATES

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF NACOGDOCHES

By:_____

City Manager

Date:_____

APPROVED AS TO FORM:

City Attorney

Date:_____

EXHIBIT A
SCOPE OF SERVICES

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



MEDFORD & ASSOCIATES

Right-of-Way ... *RIGHT AWAY!*

JEFF MEDFORD

Negotiator

**Proposal
May 21, 2024**

DRAINAGE EASEMENT ACQUISITION SERVICES

1. Description and location of project site: Drainage Easement for the City of Nacogdoches. Nacogdoches, Texas.
2. Scope of services provided by Medford & Associates: Negotiations with property owners to obtain drainage easements for The City of Nacogdoches.
3. Compensation to be paid to Medford & Associates: The hourly rate for this project will be \$85.00 per hour. Estimated total charges for this project do not exceed \$21,250.00. There are no other charges for mileage, etc.
4. Documents provided by the City of Nacogdoches to Medford & Associates: Prepared easements ready for execution by property owners with exhibits and plats showing location of proposed easement.
5. Documents provided by Medford & Associates to The City of Nacogdoches: Upon execution of each easement by property owner, Medford & Associates will deliver the executed easement to the City for filing. At the end of the project, The City of Nacogdoches will be given a file for each property owner containing all information acquired during negotiations.
6. Reports and invoices for The City of Nacogdoches: At the completion of the project, Medford & Associates will provide a report detailing the progress of the acquisitions and will invoice The City of Nacogdoches for the time spent.
7. Medford & Associates: Sid Medford and Jeff Medford are co-owners of Medford & Associates and hence are the sole negotiators for our projects. We have no employees.

Respectfully Submitted,

Jeff Medford
Co-Owner
Medford & Associates

Jason Vickery
City of Nacogdoches

EXHIBIT B
PAYMENT SCHEDULE

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

EXHIBIT C INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

- A.** Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B.** Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C.** "Claims Made" policies are not accepted.
- D.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Nacogdoches.
- E.** Upon request, certified copies of all insurance policies shall be furnished to the City of Nacogdoches.
- F.** The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- G.** Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

III. Commercial General Liability

- A.** General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B.** Policies shall contain an endorsement naming the City as Additional Insured and

further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain

- C. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance
- E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (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

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider selection of SCS Engineers for Professional Engineering Services for Landfill Permit Amendment. (Director of Public Works)

SUMMARY/BACKGROUND: The City recently sent out a Request for Qualifications (RFQ) for professional engineering services required to obtain a major permit amendment from the Texas Commission on Environmental Quality (TCEQ) for expansion of the City of Nacogdoches Landfill. One submission was received for these services from SCS Engineers. City staff evaluated the submission based on understanding of the project scope, work plan and experience and references and found SCS Engineers to be highly qualified to perform these services. SCS Engineers has extensive experience and expertise in landfill engineering and has a long history of designing successful landfill projects for the City. As a sub-consultant to SCS, Nacogdoches-based Hydrex Environmental will also be a part of the engineering team for this project.

Staff recommends selection of SCS Engineers for these Landfill Permit Amendment services. Once selected, an engineering contract would be negotiated and brought to City Council for approval.

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

ATTACHMENTS: 1. Scoring

City of Nacogdoches Landfill Permit Amendment RFQ

SCS Engineers/Hydrex		
75	Project Understanding & Quality of Response Provide a description of the Respondent's understanding of the project.	75
105	Work Plan Provide a well-defined work plan and detailed approach to the components of this project. Provide a clear and concise work plan, schedule, and focused approach related specifically to this project. Consultants should demonstrate knowledge of landfills, city business and work practices under this subsection	105
120	Experience & References Provide directly relevant and concise information regarding the landfill engineering and permit experience of the proposed project team. Describe the Firm's familiarity with the project area and prior experience with the City of Nacogdoches Landfill. Identify the experience and performance of key staff assigned to this project	120
300	TOTAL POINTS	300

PRESENTER: Jason Vickery, Assistant City Engineer

ITEM/SUBJECT: Consider accepting a Contract for Water Services between the City of Nacogdoches and Woden Water Supply Corporation (WSC). (Assistant City Engineer)

SUMMARY/BACKGROUND: The City of Nacogdoches provides potable water under a wholesale agreement to a number of purveyors in Nacogdoches County, including Woden Water Supply Corporation (WSC). Since 1983, Nacogdoches has made treated water available to Woden WSC through a single metered connection point, south of the City on Woden Road. Woden WSC typically uses water from this connection as an emergency interconnection when they have a loss of production within their water well network. Other purveyors that have agreements with the City include Appleby WSC, D&M WSC, Nacogdoches County MUD 1, Melrose WSC and Lilly Grove SUD.

Our current agreement with Woden WSC has expired, and they are requesting the renewal of their contract. City Staff and Woden WSC took this opportunity to update the contract to reflect recent regulations and current water system needs.

Some highlights of the contract include:

- Nacogdoches agrees to supply up to 250,000 gallons per day of treated water at the metered connection point.
- Woden WSC will implement their Drought Contingency Plan if requested by the City.
- Water use is billed at a rate of 1.5 times the residential rate.
- Woden will maintain a backflow preventer at the connection point.
- Agreement expires May 31, 2034.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Jason Vickery, Assistant City Engineer
vickeryj@nactx.us
(936) 559-2518

ATTACHMENTS: 1. Contract Between the City and Woden Water Supply Corp.

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

STATE OF TEXAS §

COUNTY OF NACOGDOCHES §

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

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

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

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

1.

TERMS AND CONDITIONS

1.1 City agrees to furnish and sell to WWSC treated potable water meeting all requirements of the Safe Drinking Water Act, the Texas Commission on Environmental Quality, the Environmental Protection Agency, and other applicable regulations for water quality and delivery. Treated potable water may be from groundwater wells or a surface water source, or a mixture of both. WWSC agrees to accept treated water as-is with all chemical or natural constituents that may be normal from a treated potable groundwater or surface water source. City agrees to furnish a volume not to exceed **250,000** gallons per day on a thirty-day average ("gpd") from June 1, 2024 until May 31, 2034 beginning June 1, 2024 for the remainder of the term of this Contract. City shall deliver water to WWSC at the rate of up to 450 gallons per minute and at a minimum pressure of 35 psi under normal operating conditions and 25 psi under emergency operating conditions. WWSC agrees to accept delivery under the conditions of this Contract and to pay for the same in accordance with the terms herein. The temporary loss of pressure or supply due to supply line breaks, power failures, floods, fires, and use of water to fight fires, earthquakes or other emergencies shall excuse City from this provision for such reasonable period of time as may be necessary to restore service.

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

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

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

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

2.

LOCATION AND MAINTENANCE OF MEASURING DEVICES

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

3.

METERS

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

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

4.

METER READING AND BILLING

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

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

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

5.

RATES

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

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

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

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

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

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

6.

TERM

- 6.1 This Contract shall become effective for all purposes on June 1, 2024 (the “Effective Date”), and except as it may be earlier terminated pursuant to Paragraph 8 hereinbelow, shall continue for a period of __10__ years.

7.

ADDITIONAL PARTIES

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

8.

TERMINATION; DEFAULT

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

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

10.

OWNERSHIP AND LIABILITY

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

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

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

11.

FORCE MAJEURE

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

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

12.

NOTICES

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

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

WWSC: Woden Water Supply Corporation
Attn: Steven King, Manager/Operator
4683 FM 226
Nacogdoches, TX 75961

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

13.

INSPECTION AND AUDIT

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

14.

MISCELLANEOUS

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

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

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

15.

WAIVER, REMEDY AND SEVERABILITY

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

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

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

CITY OF NACOGDOCHES

By: _____
Rick Beverlin, City Manager

Date Signed: _____

ATTEST:

Rhonda Lewis, Deputy City Secretary

WODEN WATER SUPPLY CORPORATION

By: _____
Brady Taylor, President

Date Signed: _____ 4/20/24

ATTEST:

Carolyn Cox
~~Dennis Davis~~, Secretary/Treasurer
Carolyn Cox

PRESENTER: Jason Vickery, Assistant City Engineer

ITEM/SUBJECT: Consider accepting a Contract for Water Services between the City of Nacogdoches and Nacogdoches County Municipal Utility District (MUD) 1. (Assistant City Engineer)

SUMMARY/BACKGROUND: The City of Nacogdoches provides potable water under a wholesale agreement to a number of purveyors in Nacogdoches County, including Nacogdoches County MUD 1. Nacogdoches has made treated water available to Nacogdoches County MUD 1 through a single metered connection south of the City off of U.S. Highway 59. Nacogdoches County MUD 1 typically uses water from this connection as an emergency interconnection when they have a loss of production within their water well network. Other purveyors that have agreements with the City include Appleby WSC, D&M WSC, Lilly Grove SUD, Melrose WSC and Woden WSC.

Our current agreement with Nacogdoches County MUD 1 has expired, and they are requesting the renewal of their contract. City staff and Nacogdoches County MUD 1 took this opportunity to update the contract to reflect recent regulations and current water system needs.

Some highlights of the contract include:

- Nacogdoches agrees to supply up to 60,000 gallons per day of treated water at the metered connection point.
- Nacogdoches County MUD 1 will implement their Drought Contingency Plan if requested by the City.
- Water use is billed at a rate of 1.5 times the residential rate.
- Nacogdoches County MUD 1 will maintain a backflow preventer at the connection point.
- Agreement expires April 30, 2034.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Jason Vickery, Assistant City Engineer
vickeryj@nactx.us
(936) 559-2518

ATTACHMENTS: 1. Contract Between City and Nacogdoches County Mud #1

CONTRACT FOR WATER SERVICES
BETWEEN THE CITY OF NACOGDOCHES AND
NACOGDOCHES COUNTY MUD#1

STATE OF TEXAS §

COUNTY OF NACOGDOCHES §

This contract and agreement is made and entered into by and between the City of Nacogdoches, a municipal corporation and home rule city, located in Nacogdoches County, Texas, acting by and through the undersigned, its duly authorized agent, hereinafter called "City" and Nacogdoches County MUD#1, a nonprofit water supply corporation subject to Chapter 67 of the Texas Water Code, located in Nacogdoches County, Texas, acting by and through Nick Stallworth its duly elected and authorized President, hereinafter called "MUD#1".

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

WHEREAS, MUD#1 operates and maintains facilities for processing and distributing treated water to its customers; and

WHEREAS, MUD#1 may require an additional treated water supply source for daily operations or emergencies; and

WHEREAS, it is deemed to be in the best interest of both City and MUD#1 that said parties do enter into a mutually satisfactory agreement by means of which MUD#1 may obtain from City an agreed amount specified below of treated water at reasonable rates and terms; and

WHEREAS, by the execution of this Contract, neither City nor MUD#1 will surrender any of its rights to the ownership and operation of its present water production and distribution facilities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of the mutual covenants, promises and agreements contained herein, City and MUD#1 do hereby covenant and agree as follows:

1.

TERMS AND CONDITIONS

- 1.1 City agrees to furnish and sell to MUD#1 treated potable water meeting all requirements of the Safe Drinking Water Act, the Texas Commission on Environmental Quality, the Environmental Protection Agency, and other applicable regulations for water quality and delivery. Treated potable water may be from groundwater wells or a surface water source, or a mixture of both. MUD#1 agrees to accept treated water as-is with all chemical or natural constituents that may be normal from a treated potable groundwater or surface water source. City agrees to furnish a volume not to exceed **60,000** gallons per day on a thirty-day average ("gpd") from May 1, 2024 until April 30, 2034 beginning May 1, 2024 for the remainder of the term of this Contract. City shall deliver water to MUD#1 at the rate of up to 450 gallons per minute and at a minimum pressure of 35 psi under normal operating conditions and 25 psi under emergency operating conditions. MUD#1 agrees to accept delivery under the conditions of this Contract and to pay for the same in accordance with the terms herein. The temporary loss of pressure or supply due to supply line breaks, power failures, floods, fires, and use of water to fight fires, earthquakes or other emergencies shall excuse City from this provision for such reasonable period of time as may be necessary to restore service.

1.1.1 MUD#1 will be allowed to connect and withdraw water from the designated interconnection points and will only be billed for water received through its point of delivery.

1.1.2 City will use commercially reasonable efforts to remain in position to furnish water as herein contracted to be sold to MUD#1, and at all times MUD#1 will be considered by the City as a regular outside City limit water customer, even during water conservation measures as outlined in the City adopted Drought Contingency Plan.

1.2 At such times as the City decides it is necessary to limit or ration water within its system under the provisions of its Drought Contingency Plan or any other emergency action, the City shall notify MUD#1 of the conservation Stage currently in effect, and MUD#1 shall immediately implement all the provisions of the City's Drought Contingency Plan for any service areas that use water supplied by the City. MUD#1 is not obligated to implement the provisions of City's Drought Contingency Plan to areas of their system that have alternative water supply sources. City shall provide current and updated copies of its Drought Contingency Plan to MUD#1 on a periodic basis. Additionally, during the term of this Contract, MUD#1 shall at all times maintain a fully implemented water conservation plan consistent with rules promulgated by the Texas Commission on Environmental Quality.

1.3 City shall use its best efforts to timely notify MUD#1 of significant service interruptions.

2.

LOCATION AND MAINTENANCE OF MEASURING DEVICES

- 2.1 One or more suitable meters shall measure all water furnished under this Contact by City. City shall pay all costs associated with the operation and maintenance of said appurtenances (or meters) as necessary.
- 2.2 The point of delivery of treated water by City is designated as the meter vault(s) located at the physical point(s) of interconnection between the two water systems. All mains and distribution facilities beyond the meter vault shall be the responsibility of MUD#1. The location of each water take point and meter shall be mutually agreed upon in writing by and between the parties hereto, and the meter or meters shall not be moved or relocated except by mutual consent in writing by the parties hereto.
- 2.3 MUD#1, at its own expense, may install a secondary meter to verify the volume of water passing the master meter, provided that it is installed on the MUD#1's side of the master meter and is maintained and tested in an identical fashion to the master meter. MUD#1 shall immediately notify City when discrepancies are found between the readings of the two meters.
- 2.4 MUD#1 shall install, on its side of the master meter, a back-flow preventer device (double check valve configuration). MUD#1 will maintain this device in good working order and have it inspected annually by a certified technician with City being furnished a copy of the results.

3.

METERS

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

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

4.

METER READING AND BILLING

- 4.1 City will read all meters provided for herein at monthly intervals, and the Parties to this Contract shall have free access to read these respective meters daily, if either Party so desires. It shall be the duty of the Parties to give immediate notice each to the other should any meter be found not to be functioning properly, and upon such notice repairs to such meter shall be made promptly.
- 4.2 Meter readings will be collected electronically by City and records maintained for a minimum period of sixty (60) months. MUD#1 shall have access to such records during reasonable business hours and shall be furnished with monthly readings for each point of delivery metering facility.
- 4.3 Bills for water service shall be rendered to MUD#1 monthly by City. All such bills shall be due and payable by MUD#1 within thirty (30) days of receipt by MUD#1. Payments received by City shall be first applied to the past due charges, if any, and thereafter to the current charges.
- 4.4 If MUD#1 disputes a bill and is unable to resolve the difference informally, MUD#1 shall notify the duly authorized agent of City in writing. If the duly authorized agent and MUD#1 are unable to resolve the disputed bill, the bill will be submitted to the City Manager of City for review. The Parties shall make a good faith effort to settle any bill dispute. However, if the Parties fail to resolve disputed water charges, MUD#1 and City shall submit it to mediation. In the event a payment is not paid as specified in this Contract, interest on the unpaid balance of ten percent (10%)

per annum will be calculated from the date which the payment was required to be made until paid. In the event that a billing adjustment in the MUD#1's favor is agreed upon or established by the City Manager of City, the amount found to be incorrect would be credited to MUD#1's account together with an interest charge of ten percent (10%) per annum on the credited amount calculated from the date payment of the disputed bill was received.

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

5.

RATES

- 5.1 The Parties to this Contract recognize that the initial rate to be charged to MUD#1 for the purchase of water from City is equal to one and one half (1.5) times the residential rate charged by City to in-city customers which is agreed to be a fair and reasonable rate. Additionally, for any billing period when water is used, MUD#1 shall be charged the applicable minimum flat rate fee which will be calculated according to MUD#1's meter size. Regardless whether water is used for part or all of any given billing period, MUD#1 shall be charged, without proration, the applicable minimum flat rate fee for the entire billing period. The provisions of this contract pertaining to the "rates" to be paid by MUD#1 to City for water are subject to modification at the same time City residents' water rates are modified. Any rate increase or decrease shall be based on system-wide rates for the residential customers of City.

- 5.1.1 MUD#1 shall make all efforts to not exceed the maximum daily usage specified in this Contract.

5.1.2 In the event additional water is used by MUD#1 and the thirty (30) day average exceeds the allocation defined in this agreement by fifteen percent (15%), the City will give written notice to MUD#1 of the excess with sixty (60) days. Any subsequent billing periods with an excess of more than fifteen percent (15%) after the written notice will result in the possible closure of the interconnection point by City until a revision to this Contract has been executed by both parties and/or City may declare MUD#1 to be in default under this Contract.

5.1.3 In the event an emergency causes additional usage by MUD#1 to exceed MUD#1's normal monthly average by twenty-five percent (25%) or more and the bill for that month causes or will cause a financial hardship for MUD#1, MUD#1 may request an installment payment plan not to exceed six (6) months. The City Manager in his or her discretion, may allow or deny such request and may require interest at commercially reasonable rates and such other terms as may be reasonably required.

5.2 The Parties hereto agree that services obtained pursuant to this Contract are essential and necessary to the operation of MUD#1's retail systems and that all payments made by MUD#1 hereunder shall constitute reasonable and necessary operating expenses of MUD#1's retail systems.

5.2.1 MUD#1 agrees, throughout the term of this Contract to fix and collect such rates and charges for water service to be supplied to its retail MUD#1's as will produce revenues in an amount equal to at least (i) all of operation and maintenance expenses of its system, including specifically its payment under this Contract and (ii) all other amounts as required by law and the provisions of the resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal or and interest on such bonds or other obligations.

6.

TERM

- 6.1 This Contract shall become effective for all purposes on May 1, 2024 (the "Effective Date"), and except as it may be earlier terminated pursuant to Paragraph 8 hereinbelow, shall continue for a period of 10 years.

7.

ADDITIONAL PARTIES

- 7.1 City will use commercially reasonable efforts to provide an adequate water supply for all of its customers, including MUD#1.

8.

TERMINATION; DEFAULT

- 8.1 This Contract may be terminated in whole or in part by the mutual written consent of MUD#1 and City. Notwithstanding anything contained herein to the contrary, any material breach by either Party hereto to perform any of the duties or the obligations assumed by such Party hereunder or to faithfully keep and perform any of the terms, conditions and provisions hereof shall be cause for termination of this Contract by either party in the manner set forth in this paragraph. The following breach, default or failure to perform a duty or obligation shall be considered to be a material breach:
- a. Failure by MUD#1 to adopt and enforce any resolutions or conservation measure, restriction or rationing required by City or TCEQ to be adopted and enforced herein;
 - b. Failure by MUD#1 to make any payment or any bill, charge or fee as provided for in this Contract;
 - c. Making by MUD#1 any unauthorized connection to the City system at any point;

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

10.

OWNERSHIP AND LIABILITY

- 10.1 No provision of this Contract shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities and MUD#1 payments (whether past, present or

future) shall not be construed as granting MUD#1 partial ownership of, pre-paid capacity in or equity in the City's System.

- 10.2 To the extent permitted by law, each Party hereto agrees to save and hold the other Party harmless from all claims, demands, and causes of action, which may be asserted by anyone on account of the quality, transportation, or delivery while water is in the control of such party. This covenant is not made for the benefit of any third party. City takes the responsibility as between Parties hereto for the proper treatment, quality, transportation, or delivery of all such water provided by it to the point of delivery.
- 10.3 Contracts made and entered into by either MUD#1 or City for the construction, reconstruction or repair of the meter facility shall include the requirement that the independent contractor(s) must provide adequate insurance protecting both MUD#1 and City as additional insureds. Such contract must also provide that the independent contractor(s) covenant to indemnify, to the extent allowed by law, hold harmless, and defend both MUD#1 and City against any and all suits or claims for damages of any nature arising out of the performance of such contract.

11.

FORCE MAJEURE

- 11.1 If by any reason of force majeure either Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, other than the obligation of MUD#1 to make payments required under the terms hereof, then if such Parties shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- 11.2 The term "force majeure", as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, drought, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, partial or entire failure of water supply and inability on the part of supplier to deliver water hereunder or the MUD#1 to receive water hereunder on account of any other causes not reasonably in the control of the part claiming such inability.

12.

NOTICES

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

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

MUD#1: Nacogdoches County MUD#1
Attn: Nick Stallworth, President
158 County Road 5026
Nacogdoches, TX 75964

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

13.

INSPECTION AND AUDIT

- 13.1 Complete records and accounts required to be maintained by each Party hereto shall be kept for the longer of five (5) years or other applicable retention periods. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours; and further, if required by any law, rule or regulation, make said records and accounts available to federal and/or state auditors.
- 13.2 MUD#1 shall make available to City each month the Texas Commission on Environmental Quality monthly water report for MUD#1. Likewise, City shall make available to the MUD#1 each month the Texas Commission on Environmental Quality monthly water report for the City.
- 13.3 MUD#1 shall also make available to City annually the Consumer Confidence Report that is required by the State of Texas.

14.

MISCELLANEOUS

- 14.1 During a temporary emergency condition created by unforeseen mechanical failure or by unprecedented high rate of water usage such as might result from a major fire or a major water main break or other emergency event or condition, it may be necessary that water be withdrawn from the City system at a rate of usage in excess of that required for the usual peak requirements of MUD#1. City agrees that all customers will share proportionately in case of shortages. It is agreed that the maximum rate of flow that would normally be applicable shall not apply for such bona fide emergency withdrawals provided that City's duly authorized agent is notified by phone of the occurrence of an emergency condition.

- 14.2 This Contract is subject to all applicable federal and state laws and any applicable permits, amendments, orders or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be constructed as a waiver or any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.
- 14.3 MUD#1 agrees to abide by any changes in this Contract made necessary by any new, amended, or revised state or federal statute or court action.
- 14.4 If requested by the City, MUD#1 shall provide quarterly the following data:
- a. Actual number of customers accounts consuming directly or indirectly from the MUD#1's System within its service area;
 - b. Classification of domestic and non-domestic accounts within its service area by number and percentage of accounts consuming directly or indirectly from MUD#1's System within its service area;
 - c. MUD#1 water usage from all sources other than City's System, including, but not limited to, ground water, other surface water and water supply agreements with other entities;
 - d. Additional data as may be required by state or federal agencies exercising jurisdiction over water supply, water usage or sewers;
 - e. Additional data which may assist City and/or MUD#1 in developing methodology for cost-of-service studies, planning studies for analyzing federal grants and system access fees; provided however that neither Party shall request data that will require either Party to incur unreasonable expenses in providing such data.
- 14.5 Neither Party may assign this Contract without the prior written consent of the other Party.

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

15.

WAIVER, REMEDY AND SEVERABILITY

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

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

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

CITY OF NACOGDOCHES

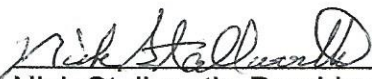
By: _____
Rick Beverlin, City Manager

Date Signed: _____

ATTEST:

Rhonda Lewis, Deputy City Secretary

NACOGDOCHES COUNTY MUD#1

By: 
Nick Stallworth, President

Date Signed: 5/1/2024

ATTEST:



Printed Name: Douglas Datin
Title: Member

PRESENTER: Jason Vickery, Assistant City Engineer

ITEM/SUBJECT: Consider accepting a Contract for Water Services between the City of Nacogdoches and Lilly Grove Special Utility District (SUD). (Assistant City Engineer)

SUMMARY/BACKGROUND: The City of Nacogdoches provides potable water under a wholesale agreement to a number of purveyors in Nacogdoches County, including Lilly Grove Special Utility District (SUD). Nacogdoches has made treated water available to Lilly Grove SUB through a single metered connection point west of the City on Highway 21. Lilly Grove SUD typically uses water from this connection as an emergency interconnection when they have a loss of production within their water well network. Other purveyors that have agreements with the City include Appleby WSC, D&M WSC, Nacogdoches County MUD 1, Melrose WSC and Woden WSC.

Our current agreement with Lilly Grove SUD has expired, and they are requesting the renewal of their contract. City staff and Lilly Grove SUD took this opportunity to update the contract to reflect recent regulations and current water system needs.

Some highlights of the contract include:

- Nacogdoches agrees to supply up to 100,000 gallons per day of treated water at the metered connection point.
- Lilly Grove SUD will implement their Drought Contingency Plan if requested by the City.
- Water use is billed at a rate of 1.5 times the residential rate.
- Lilly Grove SUD will maintain a backflow preventer at the connection point
- Agreement expires May 31, 2034.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Jason Vickery, Assistant City Engineer
vickeryj@nactx.us
(936) 559-2518

ATTACHMENTS: 1. Contract Between the City and Lilly Grove Special Utility District

CONTRACT FOR WATER SERVICES
BETWEEN THE CITY OF NACOGDOCHES AND
LILLY GROVE SPECIAL UTILITY DISTRICT

STATE OF TEXAS §

COUNTY OF NACOGDOCHES §

This contract and agreement is made and entered into by and between the City of Nacogdoches, a municipal corporation and home rule city, located in Nacogdoches County, Texas, acting by and through the undersigned, its duly authorized agent, hereinafter called "City" and Lilly Grove Special Utility District, a nonprofit water supply corporation subject to Chapter 67 of the Texas Water Code, located in Nacogdoches County, Texas, acting by and through Steve Bartlett its duly elected and authorized Chairman hereinafter called "LGSUD".

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

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

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

1.

TERMS AND CONDITIONS

1.1 City agrees to furnish and sell to LGSUD treated potable water meeting all requirements of the Safe Drinking Water Act, the Texas Commission on Environmental Quality, the Environmental Protection Agency, and other applicable regulations for water quality and delivery. Treated potable water may be from groundwater wells or a surface water source, or a mixture of both. LGSUD agrees to accept treated water as-is with all chemical or natural constituents that may be normal from a treated potable groundwater or surface water source. City agrees to furnish a volume not to exceed **100,000** gallons per day on a thirty-day average ("gpd") from June 1, 2024 until May 31, 2034 beginning June 1, 2024 for the remainder of the term of this Contract. City shall deliver water to LGSUD at the rate of up to 450 gallons per minute and at a minimum pressure of 35 psi under normal operating conditions and 25 psi under emergency operating conditions. LGSUD agrees to accept delivery under the conditions of this Contract and to pay for the same in accordance with the terms herein. The temporary loss of pressure or supply due to supply line breaks, power failures, floods, fires, and use of water to fight fires, earthquakes or other emergencies shall excuse City from this provision for such reasonable period of time as may be necessary to restore service.

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

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

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

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

2.

LOCATION AND MAINTENANCE OF MEASURING DEVICES

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

3.

METERS

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

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

4.

METER READING AND BILLING

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

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

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

5.

RATES

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

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

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

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

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

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

6.

TERM

- 6.1 This Contract shall become effective for all purposes on June 1, 2024 the ("Effective Date"), and except as it may be earlier terminated pursuant to Paragraph 8 hereinbelow, shall continue for a period of **10** years.

7.

ADDITIONAL PARTIES

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

8.

TERMINATION; DEFAULT

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

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

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OWNERSHIP AND LIABILITY

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

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

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

11.

FORCE MAJEURE

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

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

12.

NOTICES

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

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

LGSUD: Lilly Grove Special Utility District
Attn: Donna Harris, General Manager
7435 FM 1638
Nacogdoches, TX 75964

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

13.

INSPECTION AND AUDIT

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

14.

MISCELLANEOUS

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

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

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

15.

WAIVER, REMEDY AND SEVERABILITY

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

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

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

CITY OF NACOGDOCHES

By: _____
Rick Beverlin, City Manager

Date Signed: _____

ATTEST:

Rhonda Lewis, Deputy City Secretary

LILLY GROVE SPECIAL UTILITY DISTRICT

By: _____
Steve Bartlett, Chairman

Date Signed: 5/14/2024

ATTEST:

Susan Anthony, Secretary



City Council Meeting

Date: June 18, 2024

Agenda Item: 5.G.

PRESENTER: Rhonda Lewis, City Secretary

ITEM/SUBJECT: Consider approval of minutes for the June 4, 2024, City Council Regular Meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

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

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

ATTACHMENTS: 1. City Council Meeting Minutes 06.04.24



Regular Session
Nacogdoches City Council
June 4, 2024 – 5:30 p.m.
City Council Chambers – City Hall
202 East Pilar Street

DRAFT

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

1. Called to order at 5:30 p.m.

2. Pledge of Allegiance.

3. Open Forum:

There were no comments in Open Forum.

4. **AWARDS AND RECOGNITIONS:**

A. Presentation of a Proclamation declaring June 12, 2024, as Women Veterans Day in the City of Nacogdoches.

Mayor Johnson presented a proclamation and plaque to Jaquelin Pierre and other women veterans, declaring June 12, 2024 as Women Veterans Day.

5. **ITEMS TO BE REMOVED FROM CONSENT AGENDA.**

Councilwoman Belanger removed Item 6.A. from the Consent Agenda for further discussion.

Councilwoman Belanger moved to approve the remainder of the Consent Agenda. Councilman Huckaby duly seconded the motion, and the motion carried unanimously.

6. **CONSENT AGENDA:**

A. Consider a contract by and between the City of Nacogdoches and ASAP Roofing, for roof replacement at the Durst-Taylor Historic House & Gardens in the amount of 36,949.28.

Jessica Sowell, Community Services Director, provided Council with an overview of the repairs involved in Lanana Creek Trail. She described the past and current damage and the closures for public safety. There are permits required before construction can begin because it is along a public water way. Hydrex will prepare 3 permits on behalf of the City of Nacogdoches.

Councilwoman Belanger asked how long the process will take. Ms. Sowell stated that each permit has a different timeline, and it may take around 6 months. Councilwoman Belanger asked if there was any possibility of grant, matching, or federal dollars. Ms. Sowell stated, yes there is a possibility but was in the future once the permits were obtained.

Councilman Maule asked why has it taken so long for the process to get underway. Ms. Sowell stated that Staff was trying to see if insurance would cover it, or if there was funding covered under the park improvement capital expense.

B. Consider approval of minutes for the May 21, 2024, City Council Regular Meeting.

C. Consider approval of a renewal agreement with Granicus for one (1) year of Nac311 and Work Order software service and support at \$13,684.23.

D. Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and Nacogdoches County Adult Probation for the provision of law enforcement during an emergency.

E. Review and accept the Investment Report for the quarter ended March 31, 2024.

7. **REGULAR AGENDA:**

A. Consider the appointment of Mayor Pro Tempore and Vice Mayor Pro Tempore.

Minutes unofficial until approved by City Council

Mayor Johnson set the appointments for the Council. Mayor Johnson nominated Councilwoman Belanger as Mayor Pro Tempore. Councilman Maule duly seconded the motion. Mayor Johnson nominated Councilman Huckaby as Vice Mayor Pro Tempore. Councilwoman Belanger seconded the motion.

EXECUTIVE SESSION:

Mayor Johnson and the rest of Council adjourned into Executive Session at 5:45 p.m.

Council reconvened in Regular Session where there was no action taken in Executive Session.

8. **ADJOURNED:** 6:34 p.m.

ATTEST:

Mayor, Randy Johnson
City Council
City of Nacogdoches

Rhonda Lewis, City Secretary



City Council Meeting

Date: June 18, 2024

Agenda Item: 6.A.

PRESENTER: Mayor, Randy Johnson

ITEM/SUBJECT: Consider appointing members to the Deep East Texas Council of Governments (DETCOG) Board of Directors. (Mayor)

SUMMARY/BACKGROUND: Deep East Texas Council of Governments (DETCOG) begins a new board membership on July 1, 2024. DETCOG bylaws state each member city with a population of 10,000 and up is eligible to select four (4) members to serve on the board who shall be the Mayor or City Council Members. Current DETCOG Board Members are Brad Maule, Kathleen Belanger, Roy Boldon (former City Council Member), and Chad Huckaby. The members designated will serve a one-year term from July 1, 2024, through June 30, 2025.

FINANCIAL:

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

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

ATTACHMENTS: 1. Member Designation Form



DETCOG Board Member Designation Form (For Cities and Counties)

To the DETCOG Member Addressed:

It's time for your City Council or County Commissioners Court to designate the members who will serve on the DETCOG Board of Directors. The members you designate will serve a one-year term from July 1, 2024 through June 30, 2025. There is no limit on the number of terms a person may serve. The following guidelines are from the DETCOG Bylaws.

Cities: DETCOG Board members are selected by the City Council and must be Mayors or members of the City Council.

Counties: DETCOG Board members are selected by the County Commissioners Court. *Note to Counties: This does NOT include your County's Minority Representative.*

Entity: City of Nacogdoches

Number of Members: 4

Current Member(s):

1. Roy Boldon
2. Kathleen Belanger
3. Chad Huckaby
4. Brad Maule

Designation of Members to serve effective July 1, 2024:

☐

If there are no changes for the 2024-2025 year, you may check this box and not list everyone's name again.

Member(s) for 2024-2025

Name:

Email Address:

Phone:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATION: I certify that the information provided above accurately reflects the appointment(s) made by the governing body of _____.

Signature

Title

Date