



September 17, 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 approval of the annual agreement between the City of Nacogdoches and Keep Nacogdoches Beautiful for essential services. (Community Services Director)
 - B. Consider approval of an annual agreement between the City of Nacogdoches and the Boys and Girls Club of Deep East Texas for essential services in an amount not to exceed \$70,000. (Community Services Director)
 - C. Consider approval and acceptance of the Texas Book Festival Collections Development Grant from Texas Book Festival. (Community Services Director)
 - D. Consider approval of the purchase of new City of Nacogdoches police vehicles. (Assistant Police Chief)

- E. Consider approval of a contract between the City of Nacogdoches and CoxJones Contractors for professional services at Maroney Park Playground in an amount not to exceed \$50,000. (Community Services Director)
 - F. Consider approval of an ordinance amending Chapter 106 "Utilities" of the City of Nacogdoches, Texas Code of Ordinances Amending Water and Sewer Rates effective October 1, 2024. (Interim Director of Finance)
 - G. Consider approval of an ordinance amending Ordinance No. 1978-09-23 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2023, and ending September 30, 2024. (Interim Director of Finance)
 - H. Consider approval of an agreement between the City of Nacogdoches and Pattillo, Brown & Hill for Auditing Services. (Interim Director of Finance)
 - I. Consider approval of the minutes for the September 3, 2024, City Council Regular Meeting; the September 10, 2024, Special Meeting; and the September 11, 2024, Special 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. **Public Hearing:** Hold a public hearing and receive citizen input on FY 2024-2025 Proposed Tax Rate (Interim Director of Finance)
 - B. Consider approval of an ordinance approving and adopting the annual budget for fiscal year beginning October 1, 2024 and ending September 30, 2025; providing that said expenditures for said fiscal year shall be made in accordance with said budget, unless otherwise authorized by an ordinance adopted by City Council; providing for a repeal clause; providing a severability clause; providing an effective date. (Interim Director of Finance)
 - C. Consider an ordinance ratifying and setting tax rate on all taxable property for the tax year 2024 at a rate of \$0.52877 per one hundred dollars (\$100.00) valuation on all taxable property within the corporate limits of the City of Nacogdoches as of January 1, 2024, the said tax rate having a maintenance and operations component and a debt service component; and providing an effective date. (Interim Director of Finance)
 - D. Consider approval of multiple Indefinite Deliverable Indefinite Quantity contracts by and between the City of Nacogdoches and Hawkins, Inc. and SNF Polydyne, Inc. for various chemicals used in water and wastewater treatment in a not-to-exceed total budgeted amount of \$225,000 (Director of Public Works).
 - E. Receive the annual report from the Boys and Girls Club of Deep East Texas. (Steve Davidson, President - Boys and Girls Club of Deep East Texas)

- F. Receive the annual report from Keep Nacogdoches Beautiful. (Ashley Villareal, Keep Nacogdoches Beautiful Director)
- G. Consider approval of the Nacogdoches Convention & Visitors Bureau FY 2024-25 Budget and Marketing Plan. (Convention & Visitors Bureau Director)

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 September 11, 2024 at 5:30 p.m. and remained posted until the meeting convened.

Rhonda Lewis, City Secretary



City Council Meeting

Date: September 17, 2024

Agenda Item: 5.A.

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Consider approval of the annual agreement between the City of Nacogdoches and Keep Nacogdoches Beautiful for essential services. (Community Services Director)

SUMMARY/BACKGROUND: The City of Nacogdoches and Keep Nacogdoches Beautiful (KNB) entered into an agreement on October 1, 2023, for a one-year term whereby KNB will provide necessary staff, volunteer support, and technical and education expertise to further recycling programs and beautification within the City. If the City Council approves the renewal of the agreement for an additional one-year term, the City would agree to collect and distribute to KNB all donations made to KNB for City sanitation and water bills and to supplement the above stated donations in the amount of \$2,000 per month.

KNB will remain an independent contractor and provide indemnification to the City. KNB will maintain appropriate insurance policies naming the City as an additional insured, maintain complete and accurate books and records of activities, and be made available to the City for review at any time. KNB will provide the City with an annual report concerning KNB's budget, accomplishments and efforts regarding general recycling and beautification.

If renewed, the contract will be for an additional 12 months beginning October 1, 2024, and ending on September 30, 2025.

FINANCIAL:

Item is budgeted:

Account No.: 31.75.630.99

Account Name: *KNB Services*

Amount: \$2,000 per month

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

CITY CONTACT: Jessica Sowell, Community Services Director
sowellj@nactx.us
(936) 559-2940

ATTACHMENTS: 1. Keep Nacogdoches Beautiful Contract_2024 (DRAFT)

AGREEMENT BY AND BETWEEN THE CITY OF NACOGDOCHES AND KEEP NACOGDOCHES BEAUTIFUL

THIS AGREEMENT, hereinafter referred to as “AGREEMENT” is entered into by and between the City of Nacogdoches, a home-rule municipality, hereinafter referred to as “CITY” and Keep Nacogdoches Beautiful, hereinafter referred to as “KNB,” pertaining to the furnishing of essential services and the accomplishment of a public purpose in accordance with the terms and provisions set forth herein.

1. Term

This Agreement shall be effective and binding upon the parties beginning the 1st day of October, 2024, and shall remain in effect until the 30th day of September, 2025, subject to early termination as described below.

Either party may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days’ written notice to the other party of said termination. Such right to terminate this Agreement shall be without prejudice to other legal and equitable rights of the parties.

2. Statement of Work and Obligations of KNB

The CITY is desirous of KNB providing necessary staff, volunteer support, and technical and educational expertise to further recycling programs of the CITY. Additionally, it is also the goal of this Agreement that KNB will further enhance beautification of the CITY. Specifically, KNB will provide essential services and satisfy the provision of requested reports related to same as set forth below:

- a) Provide litter abatement for at least two (2) public events. The City will notify KNB within a reasonable time, but no less than thirty (30) days, prior to a public event where litter abatement is being requested. If KNB is unable or unwilling to provide this service at said event, KNB will propose an alternative event which is agreeable to the City;
- b) Plan, promote and conduct recycling efforts for the city;
- c) Plan, promote and conduct activities which promote the general beautification of the City;
- d) Plan, promote and conduct educational activities for the general public in furtherance of recycling and beautification efforts;
- e) No later than the 15th day of June each year, or at such other date approved by the City Manager of the CITY, KNB shall provide the CITY an annual report detailing efforts and accomplishments of KNB regarding general recycling and beautification efforts conducted by KNB within the CITY. Said report shall also provide budgetary information as it pertains to monies received from the CITY. Upon reasonable notice, KNB shall also be responsible for providing special reports to the CITY as required by the City Manager; and
- f) KNB shall maintain complete and accurate books and records of activities and finances which CITY may fully review at any time upon reasonable notice. Financial records shall be maintained on a regular basis in accordance with generally accepted accounting principles, subject to variations as are required by state and federal law, and as are agreed to in writing by CITY.

3. **Obligations of CITY**

In return for KNB providing the above-stated essential services and activities for the CITY, the CITY agrees to following:

- 1) Collect and distribute to KNB all donations made to KNB on CITY sanitation bills; and
- 2) CITY will supplement above-mentioned sanitation bill donations in the amount of \$2,000 per month.

Termination of this Agreement shall immediately extinguish any and all financial obligations of the CITY to KNB.

4. **Independent Contractor**

KNB is an independent entity, and the relationship between KNB and CITY is and shall remain that of independent contractors. CITY is not and shall not be liable for any of KNB's debts or obligations, including any operating deficit that may arise. KNB shall not hold itself out as an agent of CITY, nor in any way purport to bind CITY with respect to any contract or other obligation.

5. **Indemnification**

KNB shall defend, indemnify and hold harmless the City and its officer, agents, employees, representatives, contractors, assignees and/or designees from any and all liability, claims, demands, or suits and all related costs, attorney fees, and expenses arising out of or resulting from any acts or omissions of KNB or its agents, employees, contractors, subcontractors or suppliers in the execution or performance of the contract. The defense shall be coordinated with the City Attorney when the City is a named defendant in any lawsuit and the KNB may not agree to any settlement without first obtaining the concurrence of the City Attorney. KNB and the City agree to furnish timely written notice to each other of any such claim.

It is recognized KNB is solely and completely in charge of its operations and actions and that any specifications and/or requirements of the CITY are solely directed at assuring value to CITY for its payments in partial support of the operational costs of KNB.

6. **Insurance**

KNB shall carry insurance in the following types and amounts for the duration of this Agreement and shall furnish City Manager with Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence thereof for the following types and limits of insurance coverage:

- a) Statutory workers' compensation and employers' liability coverage with minimum policy limits for employers' liability of \$100,000 bodily injury to each accident, \$500,000 bodily injury by disease policy limit, and \$100,000 bodily injury by disease each employee;
- b) Commercial general liability insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000. The policy shall provide contractual liability coverage for liability assumed under this contract, products and completed operations coverage and independent contractors coverage; and

- c) Business automobile liability insurance for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability.

KNB shall not commence work under this Agreement until it has obtained all required insurance and the City Manager's office has been provided documentation acceptable to the City of such insurance coverage. Required insurance shall be written by company licensed to do business in the State of Texas at the time the policy is issued. In any event, Company must be rated A.M. Best at B+VII or better and acceptable to City. KNB shall produce an endorsement to each affected liability policy that names City as additional insured (except workers' compensation), with the right of subrogation against City waived and obligates insurance company to notify City at following address, of any non-renewal, cancellation or material changes to the policy, at least thirty (30) calendar days before change or cancellation.

City of Nacogdoches
City Manager
202 East Pilar Street
Nacogdoches, Texas 75961

7. Applicable Law

Claims by or against the parties shall be governed by the Texas Tort Claims Act or other appropriate statutes, ordinances, or laws of the State of Texas.

8. Non-Waiver

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

9. Venue

Each party to this Agreement agrees that if legal action is brought under this Agreement, exclusive venue shall lie in Nacogdoches County, Texas.

10. Miscellaneous

This Agreement may not be amended without written consent of the parties. This Agreement is for the benefit of the CITY and KNB only, and no other party may seek to enforce it or assert any rights under it. KNB may not assign this Agreement without the prior written consent of CITY. Delay by a party in enforcing, or failure by such party to enforce, a right under this Agreement shall not be deemed a waiver of the same. A waiver of party's rights shall be effective only in writing and should be limited to the single event or occurrence specified. This Agreement represents the entire agreement between the parties regarding the subject matter hereof, and there are no other representations, understandings, or agreements between the parties relative to such subject matter.

[Signature Page Follows]

In Witness Whereof, the City of Nacogdoches and Keep Nacogdoches Beautiful have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date specified below:

CITY OF NACOGDOCHES, TEXAS

Signature By: _____
Print Name: Richard Beverlin, III
Title: City Manager
Date: _____

KEEP NACOGODCHES BEAUTIFUL

Signature By: _____
Print Name: Brian Bray
Title: Chair, Keep Nacogdoches Beautiful
Date: _____

ATTEST:

Rhonda Lewis, City Secretary

APPROVED AS TO FORM:

Jerry Baker, City Attorney



City Council Meeting

Date: September 17, 2024

Agenda Item: 5.B.

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Consider approval of an annual agreement between the City of Nacogdoches and the Boys and Girls Club of Deep East Texas for essential services in an amount not to exceed \$70,000. (Community Services Director)

SUMMARY/BACKGROUND: The Boys and Girls Club of Deep East Texas provides necessary facilities, supplies, qualified staff and volunteer support for a year-round indoor swimming facility for Nacogdoches citizens, which the City deems to be a basic recreational service. The current agreement will expire on September 30, 2024. In return for this provision of these services to the citizens, the City of Nacogdoches pays \$70,000 annually (in 12 monthly installments) to the Boys and Girls Club of Deep East Texas.

If renewed, the contract term will be for an additional 12 months beginning October 1, 2024, and will automatically renew for a subsequent year unless terminated earlier by either party.

FINANCIAL:

Item is budgeted:

Account No.: 01.75.630.98

Account Name: *General Fund Non-Departmental, BNG Club Expense*

Amount: \$70,000 annually in 12 monthly installments

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

Community Engagement/Diverse Environment

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

ATTACHMENTS: 1. Boys & Girls Club Agreement_2024

AGREEMENT - BOYS AND GIRLS CLUBS OF DEEP EAST TEXAS

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made and hereby deemed to be effective as of the 1st day of October, 2024 (the “Effective Date”), by and between the City of Nacogdoches, a home rule municipality, hereinafter referred to as “City,” and the Boys and Girls Clubs of Deep East Texas, hereinafter referred to as the “Club,” pertaining to the furnishing of essential services which constitute a public purpose in accordance with the terms and provisions set forth herein. This agreement supersedes any and all prior agreements, both oral and written, entered into by and between the City and the Club regarding the recreational facilities and services set forth herein.

I.

The City wishes the Club to provide the necessary facilities, supplies, qualified staff and volunteer support to provide certain recreational facilities, including but not limited to, a year round indoor swimming facility for the citizens of the City of Nacogdoches which the City deems to be a basic recreational service. The Club shall provide the following essential facilities, supplies, staffing, services and activities to the general public as follows:

1. Pool Facilities

The Club will provide and maintain at all times during the term of this agreement at its sole expense and in first class, good and workman like manner and condition a swimming pool and covering facility substantially in conformity with the Club's Indoor Swimming Pool (the "pool") currently in existence as of the date of this agreement. The pool, bleachers and related matters currently in existence and maintained by the Club as of the date of this Agreement shall be housed within an adequate structure to make the pool an indoor facility unaffected by seasonal weather changes.

The Club will also make available as accessory uses paved and striped parking, restrooms, seating facilities, registration area, emergency phones and the like reasonably necessary to the use and enjoyment of the pool by the public. The Club shall also furnish and apply all necessary chemicals and perform other maintenance and treatment of the pool to keep it safe for human use and within recognized chemical tolerances.

The Club will heat and/or cool the structure and/or pool to provide comfortable and appropriate year round temperatures for the pool and interior of the structure.

2. **Pool Staffing**

The Club shall provide adequate numbers of properly trained staff to operate the pool and structure and allow the public safe and comfortable use of the pool and structure. Such staff shall include at a minimum:

1. an Aquatics Coordinator;
2. adequate numbers of lifeguards properly trained and certified to perform their functions; and
3. maintenance staff as needed.

Adequate lifeguards and other staff deemed necessary by the Club shall be on duty at all times members of the public are using the facility and/or pool. This shall not require any particular staffing when private uses of the pool are made, such private uses including without limitation the Nacogdoches High School Swim Program, Summer Swim Program, Boys & Girls Club Swim Program, Ambush Swim Team, and the Sr. Masters Swim Program (all sometimes collectively referred to as “private uses”).

3. **Pool Operation**

The pool and facility shall generally be open year round with reasonable exceptions for holidays, maintenance and certain hours of the day when usage is minimal. The Club estimates that total approximate annual hours of operation will be 3,200 hours of which public use by citizens of the City will be approximately 1,500 hours per year.

Public usage of the pool and facility will be as follows:

School Year

Monday thru Friday	7:30 A.M. – 9:00 A.M. 11 A.M. - 2:00 P.M. 6:45 P.M. – 8:45 P.M.
Saturdays	12:00 P.M. - 2:00 P.M.

Summer Program

Monday thru Friday	5:00 A.M. - 7:00 A.M. 11:00 A.M. - 2:00 P.M. 7:00 P.M. - 9:00 P.M.
Saturdays	12:00 P.M. - 2:00 P.M.

Changes to the length, time of day and day of the week for public usage shall be made only with the consent of the City, such consent not to be unreasonably withheld. Recognizing that the foregoing schedule will be publicized and relied on by the public, the Club agrees to inform the City at least seven (7) days in advance of any deviations from the schedule due to swim meets, specialized classes, private parties and the like. The Club shall inform the City within twenty-four (24) hours of an unforeseen interruption of scheduled services and of injuries during public use requiring professional medical attention. The Club shall inform the City one (1) month in advance of holiday closings and scheduled substantial maintenance requiring closure of the pool.

4. **Facilities Provided in Support of After School Programs**

In addition to the provision of the above-described swimming pool, the Club will make available other Club facilities, to include necessary support personnel, supplies and transportation, required for the provision of an After School Program benefitting the youth of the City.

Said Program will be available as follows:

Monday thru Friday during the school year	3:00 P.M. – 7:00 P.M.
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Monday thru Friday during the summer months	8:00 A.M. - 5:00 P.M.
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5. **Miscellaneous**

(1) The Club shall create, maintain and provide on request of the City a list of actual hours of public use of the pool.

(2) Any charges to the public for public use shall be presented to the City for prior approval, not to be unreasonably withheld. See Attachment A.

(3) The Club, in keeping with its purpose and history, shall not discriminate on account of race, sex, creed, age, national origin or any other impermissible basis.

(4) It is recognized that the Club is solely and completely in charge of the construction, use and operation of the pool and other provided facilities, the specifications and requirements of the City being solely directed at assuring value to the City for its payments in partial support of the operational costs of the pool and other provided facilities.

(5) No later than October 31st of each year or at such other date approved by the City Manager of the City, the Club shall provide a report to the City's Council containing detailed information concerning pool attendance data and general pool uses, as well as attendance and usage of other provided facilities. Additionally, the above-mentioned report shall provide estimates of public attendance at all Club sponsored functions as well as a general financial report

regarding overall club functions.

II.

In return for the Club providing the above-described facilities and services the City agrees to pay as follows:

Seventy Thousand and No/100 Dollars (\$70,000.00) per year, such amount to be prorated to reflect the actual portion of the City's fiscal year which the pool and other provided facilities will be open for public use. In the event of termination of this agreement within a fiscal year, the Club will prorata reimburse the City for that fraction of the payment attributable to months of the fiscal year following the date of termination.

III.

The term of this Agreement shall be one (1) year commencing on the Effective Date ("Initial Term"), and shall automatically renew for subsequent one (1) year periods (each a "Renewal Term") unless terminated earlier as provided below. City and Club agree that this Agreement may not automatically renew more than two (2) times without the necessity of a formal approval by each party's governing body. Unless otherwise agreed to in writing, all terms of this Agreement shall apply throughout any such Renewal Term.

Either party may terminate this agreement by written notice to the other party if such other party breaches any of its obligations hereunder and does not cure such breach within thirty (30) days after receiving written demand from the other party specifying the breach in question and demanding it be cured.

Either party may also, in its sole discretion, terminate this Agreement, without cause, by giving the other party at least sixty (60) days' prior written notice.

Such right to terminate this agreement shall be without prejudice to the other legal and equitable rights of the parties.

This agreement shall not be construed as creating a debt on behalf of the City in violation of Article III, Section 49a of the Texas Constitution. The Club acknowledges that this agreement is subject to termination by the City, either in whole or in part, subject to the appropriation of funds by City Council. If funds are not appropriated or become unavailable, this Agreement may be terminated without notice and the City will not liable to the Club for any damages that may result.

IV.

Venue of any action brought on or under this agreement shall lie exclusively in Nacogdoches County, Texas, and time is of the essence in this agreement and it is binding on the parties hereto, their successors and assigns.

The Club shall defend, indemnify and hold harmless the City and its officer, agents, employees, representatives, contractors, assignees and/or designees from any and all liability, claims, demands, or suits and all related costs, attorney fees, and expenses arising out of or resulting from any acts or omissions of the Club or its agents, employees, contractors, subcontractors or suppliers in the execution or performance of the contract. The defense shall be coordinated with the City Attorney when the City is a named defendant in any lawsuit and the Club may not agree to any settlement without first obtaining the concurrence of the City Attorney. The Club and the City agree to furnish timely written notice to each other of any such claim.

V.

The Club shall carry insurance in the following types and amounts for the duration of this Agreement and shall furnish City Manager with Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence thereof for the following types and limits of insurance coverage:

- a) Statutory workers' compensation and employers' liability coverage with minimum policy limits for employers' liability of \$100,000 bodily injury to each accident, \$500,000 bodily injury by disease policy limit, and \$100,000 bodily injury by disease each employee;
- b) Commercial general liability insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000. The policy shall provide contractual liability coverage for liability assumed under this contract, products and completed operations coverage and independent contractors' coverage; and
- c) Business automobile liability insurance for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability.

Required insurance shall be written by company licensed to do business in the State of Texas at the time the policy is issued. In any event, Company must be rated A.M. Best at B+VII or better and acceptable to City. The Club shall produce an endorsement to each affected liability policy that names City as additional insured (except workers' compensation), with the right of subrogation against City waived and obligates insurance company to notify City at following address, of any non-renewal, cancellation or material changes to the policy, at least thirty (30) calendar days before change or cancellation.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and appropriate officials on this ____ day of September, 2024, to be effective on the date for the terms herein provided.

THE CITY OF NACOGDOCHES, TEXAS

BY: _____
Richard Beverlin, III, City Manager

BOYS & GIRLS CLUBS OF DEEP EAST TEXAS

BY: _____
Steven Davidson, President/CEO

ATTEST:

Rhonda Lewis, City Secretary

APPROVED AS TO FORM:

Jerry Baker, City Attorney



City Council Meeting

Date: September 17, 2024

Agenda Item: 5.C.

PRESENTER: Mercedes Franks, Library Manager

ITEM/SUBJECT: Consider approval and acceptance of the Texas Book Festival Collections Development Grant from Texas Book Festival. (Community Services Director)

SUMMARY/BACKGROUND: The Nacogdoches Public Library applied for, and received a Collection Development Grant from Texas Book Festival in the amount of \$2,500, for the purchase of juvenile graphic novels, young adult fiction, large print fiction, and adult nonfiction.

The Texas Book Festival is a nonprofit organization founded by former First Lady Laura Bush, to promote literacy and support public libraries. This is the seventh time NPL has received this grant, most recently in 2023.

FINANCIAL:

Item is budgeted:

Account No.: 24.560.31

Account Name: *Library Grant Revenue*

Amount: \$2,500

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

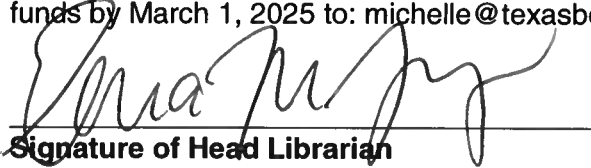
ATTACHMENTS:

1. 2024TBF-Judy B McDonald Public Library (3)
2. tbf certificate 2024
3. tbf award letter 2024

Information about library:

Number of full-time employees	6
Number of part-time employees	3
Current yearly budget	\$628,292.00
Average number of books checked out per month	9,625

If an award is received, this library agrees to submit a progress report including an accounting of funds by March 1, 2025 to: michelle@texasbookfestival.org


Signature of Head Librarian

04/26/2024

Date

Branch library applications must have signature of library director

1. Project Description

A. Please explain how you will use the Texas Book Festival grant funds to increase or upgrade collections. [Suggested word count: 300-500]

The Texas Book Festival grant fund will be used to increase the collection, fill-in gaps in series, add sequels to popular series, and replace lost or worn copies of juvenile and young adult graphic novels. The focus of the funds is the juvenile graphic novel collection and adult nonfiction and large print books.

These collections that we have identified are the most heavily used. Because of the frequency in which subsequent titles in a series are written and the huge number of series, we find it challenging to keep up with the demand for the sequels. In addition, the graphic novels do not withstand the heavy use they receive. We often find ourselves torn between using funds to replace worn or lost titles rather than ordering new titles.

From the 2022 Texas Education Agency District Snapshot report, we know that 83% of the students enrolled at Nacogdoches Independent School District are classified as economically disadvantaged and only 16% of students achieved a rank of At Masters Grade Level Standard on the STAAR test.

Our school district is racially diverse with white students making up only 18.1% of the student population. African-American and Hispanic students make up 77.5% of the population and students identifying as Asian making up 1.3% of the population. Through casual observation, we have noticed that we have more international customers than ever before. It is imperative that we intentionally add books to our collection to better reflect the demographics of our community.

In the library world we know that books by people of color and other marginalized groups that are not as well represented in the publishing world. We will use TBF funds to purchase books we have selected to continue our efforts to diversify our collection. We choose our books from the various award lists found on the websites for Texas Library Association, Young Adult Library Services, National Public Radio, American Library Association, We Need Diverse Books, and other award-winning libraries catalogs. In the previous year we added many more books on neurodiversity and mental health. This year's selection continues that tradition

The adult fiction books are all in large print and we also selected many nonfiction books. These books serve our older adult population and those with vision difficulties. The topics of the adult nonfiction books that we selected fill a need for books that discuss meatier topics that people are hearing and discussing in the news and their social groups. People have a thirst for learning about their physical environment, health, and social issues and our nonfiction collection could use an infusion of new books.

It is our intent that all these books also serve to fulfill a valuable need for reading for pleasure and love of learning. In all, the funds will be used to fill gaps in the collection and build on our collection in terms of the types of ideas, viewpoints, and people represented.

- B. Describe the need or gaps you have identified in your collection and state how the Texas Book Festival award will be used to meet the need or fill those gaps identified. Please include data to support the need. For example, if you are requesting books to enhance your Spanish language collections, please share statistics and details that help us understand your current collection, the need that is not being met fully, and how the books you've chosen will help make a difference for your patrons. [Suggested word count: 300-500]

The award will help us to continue to purchase sequels to popular graphic novels and to replace worn copies. We also strive to keep up with emerging new series. We have a young, diverse readership who, we are proud to report, are comfortable with suggesting titles to us! Juvenile and young adult graphic novels accounted for 5.74% of checkouts for FY 22-23.

We also know through experience and research that graphic novels provide an enriched reading experience because of the demand for efficient use of words due to the limited space on the page. They help readers develop inference skills, understand context, punctuation, expression and inflection, and figurative language. This is beneficial for readers in all stages of development, but can be especially helpful for struggling or reluctant readers.

The large print books on the list will benefit readers who find regular-sized print difficult to read. The selection includes many western books, which our older male readers can't get enough of. The nonfiction books cover a wide span of timely topics. Both genres are selected from best-seller lists and reader recommendations. Large print and nonfiction constitute 7.69% of our checkouts for FY 22-23.

In gathering books for displays or monthly celebrations, we have found that even though we have made a concerted effort to add more books on diverse experiences, our goal of providing a diverse and inclusive collection never ends. This year's list includes books on heavier matters, such as dealing with mental illness, physical challenges, and sexual abuse and consent. We are also trying to include books that reflect the diverse composition of our local schools. AS

mentioned in another section, our local school district's student population is increasingly diverse and economically disadvantaged. Therefore, it is important that the readers we serve see themselves in our collection. The list includes teen books featuring Asian characters and characters and Hispanic female characters and characters experiencing different challenges.

C. Describe who in your community will benefit from this award. [Suggested word count: 150-300]

The main beneficiaries of this award are our juvenile and young adult readers. They are the biggest consumers of library print materials making up over half of our annual checkouts. These readers are huge fans of the graphic novels and we are proud to say that if we are missing a title from a series, they are comfortable asking us to order it.

Since we have made a concerted effort to purchase books featuring all sorts of characters and subjects, these readers get a chance to learn about all sorts of experiences and topics outside of themselves.

Our next beneficiary of the award books will be our adult readers with visual impairments and readers of nonfiction. The selected large print books are especially appreciated by our customers because we are limited in the number of large print books we can buy due to their higher costs. The award will help us augment our budget to purchase more large print items. Additionally, our Friends of the Library volunteers take large print books to various assisted living centers throughout Nacogdoches so the reach of this award goes beyond the customers that walk through our doors.

2. Proposed BUDGET

A. Give an estimated budget and number of books and book-related materials to be purchased with these funds. Funds must add up to the selected grant amount (\$2,500). Funds may be requested for the purchase of physical books OR e-content, including audiobooks or Ebooks. Your request should not include a mix of physical books and e-content. An example of how to fill in the table is provided below. Please delete the example and input your data. Add to the table as necessary.

Genre	Title	Quantity	Cost per unit	Subtotal
JUV Graphic Novel (Spanish)	La Hermanita De Las Niñeras 1/ Baby-Sitters Little Sister 1 (La Hermanita De Las Niñeras 1/ Baby-Sitters Little Sister 1)	1	\$6.54	\$6.54
Young Adult Graphic Novel	¡Ay, Mija!: My Bilingual Summer in Mexico	1	\$19.62	\$19.62
JUV Graphic Novel	Absolute Zeros	1	\$7.73	\$7.73
JUV Graphic Novel	Absolutely Nat	1	\$13.37	\$13.37
JUV Graphic Novel	Absolutely Nat 3	1	\$13.37	\$13.37
Young Adult Graphic Novel	Aces Wild: A Heist	1	\$7.73	\$7.73

Adult Nonfiction	Alexandria: The City That Changed the World	1	\$18.73	\$18.73
JUV Graphic Novel	All is Nat Lost	1	\$13.37	\$13.37
Adult Nonfiction	All That Happiness Is: Some Words On What Matters	1	\$9.62	\$9.62
Young Adult Graphic Novel	All You Have to Do is Call	1	\$14.98	\$14.98
Young Adult Fiction	Alone Out Here	1	\$6.54	\$6.54
JUV Graphic Novel	Alterations	1	\$22.99	\$22.99
JUV Graphic Novel	Ant Story	1	\$13.37	\$13.37
Young Adult Fiction	Ariel Crashes a Train	1	\$10.69	\$10.69
Young Adult Fiction	As You Walk On By	1	\$10.16	\$10.16
JUV Graphic Novel	Baby-Sitters Little Sister 1	1	\$18.05	\$18.05
JUV Graphic Novel	Baby-Sitters Little Sister 2	1	\$12.30	\$12.30
JUV Graphic Novel	Baby-Sitters Little Sister 3	1	\$12.30	\$12.30
JUV Graphic Novel	Baby-Sitters Little Sister 4	1	\$12.30	\$12.30
JUV Graphic Novel	Baby-Sitters Little Sister 5	1	\$12.30	\$12.30
JUV Graphic Novel	Baby-Sitters Little Sister 6	1	\$12.30	\$12.30
JUV Graphic Novel	Baby-Sitters Little Sister 7	1	\$12.30	\$12.30
JUV Graphic Novel	Baby-Sitters Little Sister 8	1	\$12.30	\$12.30
JUV Graphic Novel	Baby-Sitters Little Sister 9	1	\$13.37	\$13.37
Adult Western	Bad hombres	1	\$29.43	\$29.43
JUV Graphic Novel	Barkham Asylum	1	\$7.73	\$7.73
JUV Graphic Novel	Batcat 1	1	\$7.48	\$7.48
JUV Graphic Novel	Batcat 2: Sink or Swim	1	\$7.48	\$7.48
Young Adult Graphic Novel	Beneath the Wide Silk Sky	1	\$10.69	\$10.69
JUV Graphic Novel	Big Nate: The Nate Files	1	\$10.69	\$10.69
JUV Graphic Novel	Blue Stars 1	1	\$12.30	\$12.30
JUV Graphic Novel	Blue, Barry, and Pancakes 1	1	\$6.95	\$6.95
JUV Graphic Novel	Blue, Barry, and Pancakes 2	1	\$6.95	\$6.95
JUV Graphic Novel	Blue, Barry, and Pancakes 3	1	\$7.48	\$7.48
JUV Graphic Novel	Blue, Barry, and Pancakes 4	1	\$6.95	\$6.95
JUV Graphic Novel	Blue, Barry, and Pancakes 5	1	\$6.95	\$6.95
JUV Graphic Novel	Blue, Barry, and Pancakes 6	1	\$6.95	\$6.95
Adult Western	Break of Day	1	\$31.27	\$31.27
Adult Nonfiction	Briefly Perfectly Human: Making An Authentic Life By Getting Real About The End	1	\$15.51	\$15.51
Adult Western	Bright Skies and Dark Horses	1	\$29.43	\$29.43

JUV Graphic Novel	Buckle Up	1	\$8.32	\$8.32
JUV Graphic Novel	Bunny vs. Monkey and the Human Invasion	1	\$20.23	\$20.23
Adult Western	cade at the walls	1	\$30.35	\$30.35
Adult Western	cade mccall army scout	1	\$30.15	\$30.15
Adult Inspirational Fiction	capturing hope	1	\$30.58	\$30.58
Adult Nonfiction	Career Forward: Strategies from Women Who've Made It	1	\$15.51	\$15.51
Adult Western	Catfish Charlie	1	\$30.35	\$30.35
Young Adult Fiction	Chaos Theory	1	\$10.16	\$10.16
Adult Inspirational Fiction	Chasing the Horizon	1	\$31.27	\$31.27
Adult Western	Château Under Siege, A	1	\$32.19	\$32.19
Adult Western	Cheyenne Lance	1	\$29.43	\$29.43
JUV Graphic Novel	Choose Your Own Adventure: Forecast from Stonehenge	1	\$21.59	\$21.59
	Circuit, The	1	13.37	13.37
JUV Graphic Novel	Click 6	1	26.99	26.99
Adult Western	Dangerous Texas Hideout	1	\$9.51	\$9.51
Young Adult Fiction	Dear Medusa	1	\$10.16	\$10.16
Young Adult Graphic Novel	Deep End, The	1	\$14.71	\$14.71
Young Adult Graphic Novel	Dinged	1	\$14.12	\$14.12
Young Adult Graphic Novel	Divine Rivals	1	\$7.14	\$7.14
JUV Graphic Novel	Emmie & Friends 8	1	\$13.37	\$13.37
Young Adult Graphic Novel	Escape from the Everglades	1	\$15.63	\$15.63
Young Adult Graphic Novel	Even in Darkness	1	\$15.63	\$15.63
Young Adult Graphic Novel	Every Hidden Thing	1	\$14.71	\$14.71
Adult Mystery	Everyone on the Train is a Suspect	1	\$17.95	\$17.95
JUV Graphic Novel	Fairest of All	1	\$13.37	\$13.37
Young Adult Fiction	Fall of Whit Rivera, The	1	\$10.69	\$10.69
young adult	Felice and the Wailing Woman	1	\$9.62	\$9.62
Adult Inspirational Fiction	Finding Us	1	\$31.27	\$31.27
Young Adult Graphic Novel	Five Survive	1	\$8.92	\$8.92

Adult Inspirational Fiction	Flower Quilter, The	1	\$29.43	\$29.43
Young Adult Fiction	For Lamb	1	\$10.16	\$10.16
JUV Graphic Novel	Forget Me Not	1	\$13.37	\$13.37
Young Adult Graphic Novel	Forgive Me Not	1	\$10.69	\$10.69
JUV Graphic Novel	Gamerville	1	\$13.37	\$13.37
JUV Graphic Novel	Garfield Full Course 1	1	\$10.11	\$10.11
JUV Graphic Novel	Garfield Full Course 2	1	\$10.11	\$10.11
Young Adult Graphic Novel	Ghost roast	1	\$11.30	\$11.30
Young Adult Fiction	Give Me a Sign	1	\$10.16	\$10.16
JUV Graphic Novel	Goblin	1	\$8.92	\$8.92
JUV Graphic Novel	Goblin 2	1	\$11.89	\$11.89
Adult Nonfiction	Gut Check	1	\$17.12	\$17.12
JUV Graphic Novel	Happy Shop, The	1	\$23.39	\$23.39
Young Adult Graphic Novel	Heavy Dose of Allison Tandy	1	\$10.16	\$10.16
Adult Inspirational Fiction	Heirloom, The	1	\$33.11	\$33.11
Young Adult Graphic Novel	Highly Suspicious and Unfairly Cute	1	\$8.32	\$8.32
Adult Nonfiction	Holocaust	1	\$17.39	\$17.39
Adult Nonfiction	Holocaust, The	1	\$17.39	\$17.39
JUV Graphic Novel	Hugo's Haunted Handbook	1	\$10.14	\$10.14
JUV Graphic Novel	I Survived the Battle of D-Day, 1944	1	\$13.37	\$13.37
JUV Graphic Novel	I Survived the Destruction of Pompeii, AD 79	1	\$13.37	\$13.37
Young Adult Fiction	If Tomorrow Doesn't Come	1	\$10.69	\$10.69
Young Adult Graphic Novel	Imposter Syndrome and Other Confessions of Alejandra Kim	1	\$14.91	\$14.91
Adult Nonfiction	In the Shadow of Liberty: The Invisible History of Immigrant Detention in the United States	1	\$17.12	\$17.12
JUV Graphic Novel	Jupiter Nettle and the Seven Schools of Magic	1	\$12.30	\$12.30
JUV Graphic Novel	Just roll with it 2	1	\$12.30	\$12.30
JUV Graphic Novel	K is in Trouble	1	\$8.32	\$8.32
Young Adult Graphic Novel	Know that You are Worthy: Experiences from First Generation College Graduates	1	\$26.68	\$26.68
Juvenile Fiction	Last Rhee Witch, The	1	\$9.62	\$9.62
Young Adult Graphic Novel	Long Stretch of Bad Days, A	1	\$10.69	\$10.69
JUV Graphic Novel	Lost & Found	1	\$11.95	\$11.95

Young Adult Graphic Novel	Love Radio	1	\$10.69	\$10.69
JUV Graphic Novel	Lunar Boy	1	\$13.37	\$13.37
JUV Graphic Novel	Magic Girls 1	1	\$11.76	\$11.76
Young Adult Graphic Novel	Magilumiere: Magical Girls Inc. 1	1	\$8.92	\$8.92
Young Adult Graphic Novel	Magilumiere: Magical Girls Inc. 2	1	\$8.92	\$8.92
JUV Graphic Novel	Making Friends 4: Together Forever	1	\$13.37	\$13.37
JUV Graphic Novel	Mapmakers 1	1	\$11.23	\$11.23
JUV Graphic Novel	Mapmakers 2	1	\$11.76	\$11.76
JUV Graphic Novel	Mapmakers and the Flickering Fortress	1	\$19.62	\$19.62
Adult Nonfiction	Mayo Clinic on Healthy Aging	1	\$14.97	\$14.97
Adult Nonfiction	Medgar & Myrlie: Medgar Evers and the Love Story That Awakened America	1	\$16.05	\$16.05
JUV Graphic Novel	Meesh the Bad Demon	1	\$11.76	\$11.76
JUV Graphic Novel	Meesh the Bad Demon 2	1	\$11.76	\$11.76
JUV Graphic Novel	Meet Me on Mercer Street	1	\$13.37	\$13.37
JUV Graphic Novel	Monkey King and the World of Myths	1	\$12.83	\$12.83
JUV Graphic Novel	Narwhal's Sweet Tooth	1	\$11.95	\$11.95
JUV Graphic Novel	Nat Enough	1	\$13.37	\$13.37
JUV Graphic Novel	Nat for Nothing	1	\$13.37	\$13.37
Young Adult Graphic Novel	Next New Syrian Girl, The	1	\$14.91	\$14.91
JUV Graphic Novel	Next Stop	1	\$11.76	\$11.76
Adult Mystery	One Wrong Word	1	\$31.36	\$31.36
JUV Graphic Novel	Owly 5: Tiny Tales	1	\$12.30	\$12.30
Adult Nonfiction	Pathway to Success	1	\$13.91	\$13.91
JUV Graphic Novel	Pizza Face	1	\$13.37	\$13.37
Young Adult Fiction	Plan A	1	\$10.16	\$10.16
JUV Graphic Novel	Poetry Comics	1	\$10.16	\$10.16
Adult Nonfiction	Possible: How We Survive (and Thrive) in an Age of Conflict	1	\$17.12	\$17.12
JUV Graphic Novel	Powers Up	1	\$12.30	\$12.30
JUV Graphic Novel	Pup and Dragon: How to Catch a Dinosaur	1	\$6.95	\$6.95
JUV Graphic Novel	Pup and Dragon: How to Catch a Unicorn	1	\$6.95	\$6.95
JUV Graphic Novel	Pup and Dragon: How to Catch an Elf	1	\$6.95	\$6.95
Young Adult Fiction	Rain Rising	1	\$15.69	\$15.69
Young Adult Graphic Novel	Rebel Girls Celebrate Neurodiversity	1	\$5.35	\$5.35

Adult Nonfiction	Regenerative Health	1	\$16.05	\$16.05
Young Adult Fiction	Remind Me to Hate You Later	1	\$14.91	\$14.91
Young Adult Graphic Novel	Rising Class: How Three First-Generation College Students Conquered Their First Year	1	\$15.69	\$15.69
Young Adult Graphic Novel	Ruthless Vows	1	\$10.70	\$10.70
Young Adult Graphic Novel	Salt and Sugar	1	\$14.91	\$14.91
JUV Graphic Novel	Schnozzer and Tatertoos: Shoot the Moon!	1	\$9.19	\$9.19
JUV Graphic Novel	Schnozzer and Tatertoos: Take a Hike!	1	\$15.63	\$15.63
JUV Graphic Novel	Science Fair Frenzy	1	\$12.30	\$12.30
JUV Graphic Novel	Scram	1	\$12.30	\$12.30
Adult Nonfiction	Shakespeare: The Man Who Pays the Rent	1	\$17.12	\$17.12
JUV Graphic Novel	Shark Princess 1	1	\$6.95	\$6.95
JUV Graphic Novel	Shark Princess 2: Shark Party!	1	\$6.95	\$6.95
JUV Graphic Novel	Shark Princess 3: Surfin' Sharks	1	\$6.95	\$6.95
Young Adult Graphic Novel	Sí, Se Puede : The Latino Heroes Who Changed the United States	1	\$11.89	\$11.89
Young Adult Graphic Novel	Simon Sort of Says	1	\$9.09	\$9.09
Young Adult Graphic Novel	Smash the Patriarchy	1	\$10.69	\$10.69
Adult Nonfiction	Somehow: Thoughts on Love	1	\$11.77	\$11.77
JUV Graphic Novel	Spirited 1: Day of the Living Liv	1	\$10.69	\$10.69
JUV Graphic Novel	Spirited 2: Go, Ghoul, Go!	1	\$10.69	\$10.69
JUV Graphic Novel	Summer Vamp	1	\$11.76	\$11.76
JUV Graphic Novel	Super Boba Cafe	1	\$13.37	\$13.37
JUV Graphic Novel	Survival Scout: Lost in the Mountains	1	\$10.69	\$10.69
JUV Graphic Novel	Survival Scout: Tsunami	1	\$11.23	\$11.23
JUV Graphic Novel	Sweet Valley Twins 1: Best Friends	1	\$11.23	\$11.23
JUV Graphic Novel	Sweet Valley Twins 2: Teacher's Pet	1	\$11.23	\$11.23
JUV Graphic Novel	Sweet Valley Twins 3: Choosing Sides	1	\$11.76	\$11.76
JUV Graphic Novel	Sweet Valley Twins 4: The Haunted House	1	\$11.76	\$11.76
Young Adult Graphic Novel	Swimming in the Monsoon Sea	1	\$10.11	\$10.11
JUV Graphic Novel	Table Titans Club	1	\$12.30	\$12.30
JUV Graphic Novel	Takio	1	\$11.89	\$11.89
JUV Graphic Novel	Talent Show Troubles	1	\$12.30	\$12.30
Young Adult Graphic Novel	Tamon's B-side 1	1	\$5.94	\$5.94
Young Adult	Tamon's B-side 2	1	\$7.13	\$7.13

Graphic Novel				
JUV Graphic Novel	Taxi Ghost	1	\$11.76	\$11.76
JUV Graphic Novel	The Adventures of Invisible Boy	1	\$11.23	\$11.23
JUV Graphic Novel	The Baby-Sitters Club 16: Kristy and the Walking Disaster	1	\$13.37	\$13.37
JUV Graphic Novel	The Brinkley Yearbooks 1: Picture Day	1	\$18.83	\$18.83
JUV Graphic Novel	The Brinkley Yearbooks 2: Tryouts	1	\$11.76	\$11.76
JUV Graphic Novel	The Circuit	1	\$13.37	\$13.37
JUV Graphic Novel	The ExPets	1	\$8.02	\$8.02
JUV Graphic Novel	The Great Explorer of Mammoth Cave	1	\$28.77	\$28.77
Adult Nonfiction	The new Roman empire : a history of Byzantium /	1	\$41.40	\$41.40
JUV Graphic Novel	The Racc Pack	1	\$7.48	\$7.48
Adult Nonfiction	The Secret Lives Of Booksellers And Librarians: Their Stories Are Better Than The Bestsellers	1	\$14.98	\$14.98
JUV Graphic Novel	Timid	1	\$13.37	\$13.37
JUV Graphic Novel	Travis Davenport For the Win	1	\$7.48	\$7.48
JUV Graphic Novel	Unhappy Camper	1	\$13.37	\$13.37
JUV Graphic Novel	Unlikely Pair, An	1	\$8.02	\$8.02
Young Adult Graphic Novel	Viva Lola Espinoza	1	\$10.69	\$10.69
Young Adult Graphic Novel	Water Dragon's Bride, volume 1	1	\$5.94	\$5.94
Young Adult Graphic Novel	Water Dragon's Bride, volume 2	1	\$5.94	\$5.94
JUV Graphic Novel	What Happens Next?	1	\$12.30	\$12.30
JUV Graphic Novel	Wires Crossed	1	\$13.37	\$13.37
Young Adult Graphic Novel	You Are Here: Connecting Flights	1	\$5.94	\$5.94
Totals		187		\$2,558.58

B. Where do you plan to purchase the books from and why? We highly recommend and will award additional points to applications if using a vendor that will provide you with shelf-ready books. This way, the books are processed quickly and available to patrons. [Suggested word count: 50-200]

We plan to use Baker & Taylor. Materials purchased from them come with MARC records and spine labels. They are also reliable, prices are competitive, and invoicing of grant books is easy to distinguish from those ordered with funds from our regular City budget. Baker & Taylor also provides status updates of any unfilled orders so we can easily determine if we need to substitute titles.

- C. Please attach specific quotes from vendors to support your above estimates as addendums to this application. Please list all attached quotes below.

Please see attached Baker & Taylor cart.

3. Timeline

- A. Provide a brief timeline of how you will use the funds, shelve the books, market the Texas Book Festival, and complete the final report. Please note that we request that the majority of books purchased with TBF funds are shelved by December. [Suggested format: table or list]

Time Period	Action Item
April 26, 2024	TBF Grant Application Submitted.
August 2024	Award Announced.
September 2024	Books ordered.
September 2024	Initial publicity released via social media and traditional media outlets.
September 2024	Work begins on signage, display and other publicity materials.
Early Fall 2024	Books arrive & prepared for unveiling.
October 2024 - March 2025	Books periodically featured on social media.
Fall 2024 - February 2025	Information gathering: circulation of TBF books noted and number of programs in which TBF books are used is counted.
March 1, 2025	Final Report submitted.

- B. Complete and submit the final report. Deadline: March 1, 2025

4. Publicity / Promotion

- A. Below is a list of ways we ask that libraries promote Texas Book Festival and the Collections Enhancement Grant. Please check the items that you are willing and able to do.

- ☒ Instagram - posts, reels, and/or stories
- ☐ X (formerly Twitter) - post
- ☒ Facebook - post
- ☒ Blog post or announcement on your website
- ☒ Bookplates in purchased books or stickers on spines
- ☒ Emails to listserv or newsletter
- ☒ Signage and/or displays in library

- A. Do you have other ideas on how to spread awareness of the Texas Book Festival in your community? If so, please describe. [Suggested word count: 100-300]

We like to host book unveilings with TBF-themed snacks or cookies. This builds excitement and is a wonderful opportunity to take photographs. In 2022 we faced some controversy on social media when we announced the award and that we would purchase additional graphic novels. To educate the public about graphic novels and their merits, we made bookmarks with the TBF log and some talking points. They were well-received and we repeated that in 2023. We will do so again in 2024.

The library has a large digital T.V. in the lobby and another one inside the library that run a slideshow. We post the logo and announcement on those screens.

Our school librarians also assist us with promoting the award books and letting their students know about the writing contests. One local elementary has a monthly library night. Part of their October visit will be a scavenger hunt to find TBF grant books.

In addition to this, our customers can log their reading on an online service called ReadSquared. We primarily use this during the summer for summer reading, but we also run a "reading challenge" where the readers earn "badges" for reading from the Texas Book Festival books. We are able to cross-promote this on our website, in-house, and on our social media.

- B. How will you educate your staff and volunteers on the new collection? [Suggested word count: 250]

We keep our library staff and volunteers informed about new additions to the collection or grants received through our weekly staff meetings. As we have done in the past, they will be involved in setting up the display for the book unveiling, making the bookmarks and other promotional materials, cataloging the books and placing the TBF bookplates inside each book. Because we have such a small town, many of our customers and their reading interests are known to us so we know which TBF books to recommend.

The staff will be involved in replenishing the display and making sure that the promotional materials, such as the flyers and bookmarks, are kept up to date. They are already well-versed in the merits of graphic novels for vocabulary-rich content and their use of mixed-media and so are well-equipped to answer questions about why we have a graphic novel collection and why they are a part of the collection.

Thank you for applying for Texas Book Festival's 2024 Texas Library Grant! We are honored to support libraries across the state.

Presented By:



2024 TEXAS BOOK FESTIVAL LIBRARY GRANT RECIPIENT

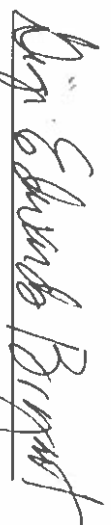
Judy B. McDonald
Public Library

is hereby granted this award to enhance or develop
their materials collection and to encourage reading in their community.





Marianne Deleón, Chief Executive Officer



Hon. Gigi Edwards Bryant, Board Chair



Honorary Chair
Laura W. Bush

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Dalton Young

Marianne DeLeón
CHIEF EXECUTIVE OFFICER

2024

August 30, 2024

Dear Judy B. McDonald Public Library,

Congratulations! On behalf of Texas Book Festival (TBF) and Texas Library Association (TLA), your library has been selected as a 2024 Texas Book Festival Collections Enhancement Grant recipient. This year we had the privilege of awarding \$112,500 in grants to 45 libraries, bringing our total contribution to Texas libraries to more than \$3.6 million since the start of our grant program.

Please share your selection as a 2024 Texas Book Festival grant recipient with your community. Some publicity suggestions include:

- Sharing the news on social media
- Publishing a story and photos in your library or community newsletter
- Displaying signage/information about your Texas Library Grant award in your library for patrons and staff to see

Please email photos of your promotion to Jose Rodriguez at Jose@texasbookfestival.org. If you have a quote from a library representative on what it meant to receive the award, how it felt to receive the award, or the impact the award will have on patrons, we would love for you to share that as well.

Don't forget: To satisfy the grant requirements **you must complete and submit a final report by March 1, 2025** outlining how the grant was used as well as how success was measured. Please mark this date on your calendar and provide documentation about the grant and final report requirement with your colleagues in case there is a change in staffing. We will email the final report document to you in the next few weeks. It will also be available on our website. We are proud to support the work you are doing to help foster a love of reading in your community and to best serve your library patrons with books that meet their needs and interests. We hope this gift will enhance your invaluable services.

Congratulations again!

Michelle Hernandez, Director of Youth Programs
Jose Rodriguez, Communications & PR Coordinator

PRESENTER: Dan Taravella, Assistant Police Chief

ITEM/SUBJECT: Consider approval of the purchase of new City of Nacogdoches police vehicles. (Assistant Police Chief)

SUMMARY/BACKGROUND: The Nacogdoches Police Department is requesting approval to purchase a total of six (6) new year 2025 model vehicles. The number of vehicles needed each year fluctuates depending on our needs and current pricing.

Each year NPD typically purchases between 4–6 vehicles to replace older vehicles. This year we are seeking four (4) marked Chevy Tahoe Police vehicles and two (2) civilian model Ford Explorers.

The Tahoes will be assigned to patrol and function as routine marked patrol vehicles replacing vehicles that we have lost this year due to either accidents, cost-prohibitive repairs or reassigned to other city departments for use. On average, we replace about two costly transmissions and two motors each year, and we recently lost a newer Tahoe to a major accident, totaling the car. The Tahoes will come from Lake Country Chevrolet under TIPS (The Interlocal Purchasing System) contract # 210907 for \$223,070.

The Explorers will come from Tipton Ford under TIPS (contract #230204) for \$82,646 for a total cost of \$305,716. The Explorers will be civilian employee vehicles with no emergency equipment at all. NPD has almost 30 civilian employees (about 1/3 of our total employee staff), many of whom travel by car for annual training certifications for their state licenses and some of whom simply drive daily for their job responsibilities. Currently, they use police vehicles with emergency equipment or other vehicles not dependable for out-of-town travel.

The Tahoes will be shipped to Defender Outfitters for all equipment, such as lights, sirens, radios, cameras, flashlights and decals to be installed and outfitted for a total price of \$109,243.40. The total cost for the vehicles, all emergency equipment, installation and delivery is \$456,360.52, which comes from the city's vehicle replacement fund (Vehicle Capital).

This purchase will replace some vehicles dating back to 2006 that are still barely operational with high mileage, frequent repairs and out of factory warranties for powertrain issues.

FINANCIAL:

Item is budgeted:

Account No.: 60.60.680.20

Account Name: *Vehicle Replacement / Vehicle Capital Fund*

Amount: \$456,360.52

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

Not Applicable

CITY CONTACT: Dan Taravella, Assistant Police Chief
taravellad@nactx.us
(936) 559-2610

ATTACHMENTS: 1. 2024-25 NPD vehicle purchase
2. 2024-25 NPD Vehicle Purchase PP



City of Nacogdoches, Texas Bid Tabulation Sheet

DATE: 8/28/2024

REQUISITION NUMBER: _____

DEPARTMENT: Police

Item No.	Qty.	UOM	Description	BIDDER A		BIDDER B		BIDDER C	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	4	ea	2025 Chevy PPV police Tahoe SUV	\$55,767.50	\$223,070.00	\$0.00	\$0.00	\$0.00	\$0.00
2	0	ea	TIPS Contract # 210907		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	0	ea			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	0			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:					\$223,070.00	TOTAL:	\$0.00	TOTAL:	\$0.00

BIDDER A:

Company Name: Lake Country Chevy
Contact: Seth Gamblin
Phone: 512-436-1313
Address: 2152 N. Wheeler St, Jasper, Tx 75951

BIDDER B:

Company Name: _____
Contact: _____
Phone: _____
Address: _____

BIDDER C:

Company Name: _____
Contact: _____
Phone: _____
Address: _____

TABULATED BY: D. Taravella



City of Nacogdoches, Texas Purchase Requisition

Department Police

Requisition #: _____

Date 8/22/2024

(Purchasing Department Use only)

Purchase Order #: _____

Ship to Address Lake Country Chevy, 2152 N. Wheeler St,
Jasper, Tx 75951

Item #	Description & Specifications	Fund # Dept. # Acct. #	Qty.	Unit of Measure	Budget Amount	
					Each	Extension
1	2025 Chevy PPV police Tahoe SUV	60.60.680.20	4		\$55,767.50	\$223,070.00
2	TIPS contract # 210907					\$0.00
3						\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
7						\$0.00
8						\$0.00
9			0			\$0.00
10			0		\$0.00	\$0.00
					TOTAL:	\$223,070.00

Intended Use

Replace older police cars going out of service.

D. Taravella
Requested By _____ Date _____

Finance Approval _____ Date _____

D. Taravella
Dept. Head _____ Date _____
Approval _____

Administration Approval _____ Date _____

COMPETITION EXEMPTION FORM

In accordance with the City of Nacogdoches' Procurement Policy, all expenditures exceeding **\$3,000 are subject to competition**. Consequently, every expenditure for which competition does not occur must have an explanation of the statutory exemption applicable, per state purchasing law (ref: TLGC 252.022). This exemption form must be signed by the department director and submitted along with the purchase order request documentation.

NOTE: Per City Procurement Policy, this exemption must be approved and a purchase order issued before the purchase may be made.

Vendor Name: Lake Country Chevy

Description of Goods/Services: Vehicles (4 Tahoes)

Expenditure Amount: \$223,070

Explanation/Justification: Annual police car purchase

Check all applicable blocks.

- ☐ public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- ☐ to preserve or protect the public health or safety of the municipality's residents;
- ☐ for unforeseen damage to public machinery, equipment, or other property;
- ☐ for personal, professional, or planning services;
- ☐ items that are available from only one source (sole). Please choose the type of sole source below:

- ☐ patents, copyrights, secret processes, or natural monopolies;
- ☐ films, manuscripts, or books;
- ☐ gas, water, and other utility services;
- ☐ captive replacement parts or components for equipment;
- ☐ books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials;
- ☐ management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;

- ☐ purchase of rare books, papers, and other library materials for a public library;
- ☐ personal property sold by a political subdivision of this state, state agency or entity of the federal government;
- ☒ **personal property sold under an interlocal contract for cooperative purchasing; Insert Contract #** TIPS cont. # 210907
- ☐ services performed by blind or severely disabled persons;
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality;
- ☐ electricity;
- ☐ advertising, other than legal notices

By signing this Exemption Form, I hereby assume responsibility and legal implications for any inaccuracies and inconsistencies in the completion and submission of this form. My signature below indicates I have reviewed, interpreted, and understand the appropriate laws, policies and legal ramifications of signing such document and confirm that the exemption noted above is true, accurate, and completed to the best of my knowledge and ability.

Director Approval (Signature): [Signature]

Department: Police

Date: 9-1-24

TIPTON FORD
1115 NORTH STREET, NACOGDOCHES, TX 75961

Purchaser: CITY OF NACOGDOCHES
Contact: DAN TARAVELLA
Phone/Email: 936-569-4538 taravellad@nactx.us
Product Description: 2025 Explorer Active 4WD

Tipton Rep: PAUL SMITH
Phone: 936.553.3175
Date: 08/19/2024
Email: paulsmith@tiptonford.com

A. A. MSRP Price \$43,350

B. Published Options [Itemize each below]

Code	Options	MSRP Price	Code	Options	MSRP Price
	EXPLORER ACTIVE 4WD	\$41,755			
	119" WHEELBASE	\$0			
	CARBONIZED GRAY METALLIC	\$0			
	SPACE GRAY CLOTH INTERIOR	\$0			
	equip group 200a	\$0			
	2.3I ECOBOOST engine	\$0			
	10 spd auto trans	\$0			
	P255/65R18 A/S BSW tires	\$0			
	2nd row split bench w/e-z entry	\$0			
				Manufacturer Destination/ Delivery Fee	\$1,595
				MSRP	\$43,350
				TOTAL PURCHASE PRICE	\$41,316

C. UPFITTERS

Options	Price	Options	Price
		Total of C. Upfitters	

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:	\$ 7.00
E. UPFITTERS:	
****TIPS CONTRACT 230204****	
G. Additional Delivery Charges 0 miles	\$ -
H. MSRP Subtotal:	\$ 41,323.00
I. Quantity Ordered 1	1
K. TOTAL PURCHASE PRICE FOR CITY OF NACOGDOCHES	\$ 41,323.00



City of Nacogdoches, Texas
Bid Tabulation Sheet

DATE: 8/22/2024

REQUISITION NUMBER:

DEPARTMENT: Police

Item No.	Qty.	UOM	Description	BIDDER A		BIDDER B		BIDDER C	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	2	ea	2025 Ford Explorer Active (formerly XLT) AWD	\$41,323.00	\$82,646.00	\$0.00	\$0.00	\$0.00	\$0.00
2	0	ea	** TIPS Contract 230204 **		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	0	ea	One in Agate Black Metallic and one in Carbonized Gray Metallixc		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	0			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:					\$82,646.00	TOTAL:	\$0.00	TOTAL:	\$0.00

BIDDER A:

Company Name: Tipton Ford
Contact: Paul Smith
Phone: 936-553-3175
Address: 1115 North St, Nac, Tx 75961

BIDDER B:

Company Name:
Contact:
Phone:
Address:

BIDDER C:

Company Name:
Contact:
Phone:
Address:

TABULATED BY: D. Taravella



City of Nacogdoches, Texas

Purchase Requisition

Department Police

Requisition #: _____

Date 8/22/2024

(Purchasing Department Use only)

Purchase Order #: _____

Ship to Address Tipton Ford, 1115 North St, Nac Tx 75961

Item #	Description & Specifications	Fund # Dept. # Acct. #	Qty.	Unit of Measure	Budget Amount	
					Each	Extension
1	2025 Ford Explorer Active (formerly XLT) AWD SUV	60.60.680.20	2		\$41,323.00	\$82,646.00
2	Purchase from Tipton Ford under TIPS contract 230204.					\$0.00
3	One (1) Carbonized Grey Metallic and one (1) Agate Black Metallic in color.					\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
7						\$0.00
8						\$0.00
9			0			\$0.00
10			0		\$0.00	\$0.00
					TOTAL:	\$82,646.00

Intended Use

2025 Ford Active (formerly XLT) AWD SUV to replace old non operational unmarked civilian vehicles. Purchase from Tipton Ford, under TIPS contract 230204.

D. Taravella
Requested By _____ Date _____

Finance Approval _____ Date _____

D. Taravella
Dept. Head _____
Approval _____ Date _____

Administration Approval _____ Date _____

COMPETITION EXEMPTION FORM

In accordance with the City of Nacogdoches' Procurement Policy, all expenditures exceeding **\$3,000 are subject to competition**. Consequently, every expenditure for which competition does not occur must have an explanation of the statutory exemption applicable, per state purchasing law (ref: TLGC 252.022). This exemption form must be signed by the department director and submitted along with the purchase order request documentation.

NOTE: Per City Procurement Policy, this exemption must be approved and a purchase order issued before the purchase may be made.

Vendor Name: Tipton Ford

Description of Goods/Services: Vehicles (2 Explorers)

Expenditure Amount: \$82,646.⁰⁰

Explanation/Justification: Annual police car purchase

Check all applicable blocks.

☐ public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
☐ to preserve or protect the public health or safety of the municipality's residents;
☐ for unforeseen damage to public machinery, equipment, or other property;
☐ for personal, professional, or planning services;
☐ items that are available from only one source (sole). **Please choose the type of sole source below:**

- ☐ patents, copyrights, secret processes, or natural monopolies;
- ☐ films, manuscripts, or books;
- ☐ gas, water, and other utility services;
- ☐ captive replacement parts or components for equipment;
- ☐ books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials;
- ☐ management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;

☐ purchase of rare books, papers, and other library materials for a public library;
☐ personal property sold by a political subdivision of this state, state agency or entity of the federal government;
☒ **personal property sold under an interlocal contract for cooperative purchasing; Insert Contract #** TIPS cont. # 230204
☐ services performed by blind or severely disabled persons;
☐ goods purchased by a municipality for subsequent retail sale by the municipality;
☐ electricity;
☐ advertising, other than legal notices

By signing this Exemption Form, I hereby assume responsibility and legal implications for any inaccuracies and inconsistencies in the completion and submission of this form. My signature below indicates I have reviewed, interpreted, and understand the appropriate laws, policies and legal ramifications of signing such document and confirm that the exemption noted above is true, accurate, and completed to the best of my knowledge and ability.

Director Approval (Signature): [Signature]

Department: Police

Date: 9-1-24

**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	8/21/2024
Estimate #	39965
Estimate By	Jennifer Wilson
	Jennifer@defendersupply....
	214-870-1879



Bill To
Nacogdoches Police Department Dan Taravella 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	936-569-4538
Customer E-mail	taravellad@nactx.us

2025 Tahoe PPV	Vehicle Base Color - Black		
Description	Qty	Price	Total
2025 Tahoe PPV Sourcewell Cooperative Purchasing Contract # 090122-WHL			
Defender Supply Driver Side Spot Light with LED Bulb for 2021+ Chevrolet Tahoe 9C1 & SSV. Includes Installation.	1	587.80	587.80T
Defender Supply TAHOE Marked Patrol Base Package	1	10,209.50	10,209.50T
- Whelen 54" Legacy WeCanX DUO Lightbar with Integrated V2V Sync, Traffic Advisor and Full Across Take Down/Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise, Photo Cell Daylight Sensing, Low Power (R/W, B/W Front And Side, R/A, B/A Rear) with Strap Kit.			
- Core Controller, Output Expansion Module, 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard.			
- Steel Push Bumper with Textured Coating and 6 Tri Color Super LED Light Heads (R/B/W), 4 in the Top Channel Cutouts and 1 on Each Side with 45° Brackets. Take Down, Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities.			
- 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities.			
- 1 Front Cabin and 2 Hatch Dome Lights with On/Off Switches.			
- Contoured Police Console With Dual Cup Holder, Arm Rest and 2 Magnetic Mic Clips.			
- Defender Supply Wiring Harnesses, Power Distribution Block and Battery Management System.			
- Includes Installation.			
Defender Supply TAHOE Premium Single Drawer Storage Box. Includes Shipping and Installation.	1	1,894.20	1,894.20T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets - troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature



DEFENDER SUPPLY™

Argyle, TX 76226

Date	8/21/2024
Estimate #	39965
Estimate By	Jennifer Wilson
	Jennifer@defendersupply....
	214-870-1879



Bill To
Nacogdoches Police Department Dan Taravella 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	936-569-4538
Customer E-mail	taravellad@nactx.us

2025 Tahoe PPV	Vehicle Base Color - Black		
Description	Qty	Price	Total
Defender Supply TAHOE Traffic Advisor Package	1	1,774.80	1,774.80T
- 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted on Rear Hatch Behind Glass with Vehicle Specific Shroud and Brackets. ...			
- 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Includes Installation.			
Defender Supply TAHOE Rear Spoiler Light Package - Includes Six Light Heads (3x Red/Amber, 3x Blue/Amber) Under Rear Spoiler Mounted at the top of the Rear Window. Traffic Advisor and Flash Functions. Includes Installation.	1	1,905.00	1,905.00T
Defender Supply Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function with Bracket. Includes Installation.	1	896.00	896.00T
Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window Top. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.	1	695.00	695.00T
Defender Supply Running Board Lighting - Includes Four Dual Color Super LED Light Heads (4x R/W/B), 2 on Each Running Board. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.	1	1,350.20	1,350.20T
Defender Supply Computer Mount; Console. Includes Installation.	1	490.00	490.00T
Defender Supply TAHOE Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.	1	1,080.60	1,080.60T
Defender Supply TAHOE Cargo Barrier with Mesh Window, Plastic Prisoner Seat with Center Pull Seat Belt System. Includes Shipping and Installation.	1	1,898.40	1,898.40T
Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.	1	645.45	645.45T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets - troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature

**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	8/21/2024
Estimate #	39965
Estimate By	Jennifer Wilson
	Jennifer@defendersupply....
	214-870-1879



Bill To
Nacogdoches Police Department Dan Taravella 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	936-569-4538
Customer E-mail	taravellad@nactx.us

2025 Tahoe PPV	Vehicle Base Color - Black		
Description	Qty	Price	Total
Defender Supply Hitch Lighting Package -Includes 2 , Rear Facing Tri Color Super LED Light Heads (R/B/W), Mounted Horizontally on Each Side of the Hitch Area. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake. Includes Installation.	1	535.90	535.90T
Installation of customer supplied radar.			655.00T
** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour **			
**** Sales information **** What brand? - Kustom Raptor RP1 Radar Is there a camera interface cable? - No			
Installation of customer supplied camera system.	1	750.00	750.00T
** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour **			
**** Sales information **** What brand? - Is there wireless download? -			
Installation of Customer Supplied 2 Piece Radio and 1 Antenna. (Additional Antennas and/or GPS are Extra)	1	533.00	533.00T
** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour **			
**** Sales information **** What brand? - Harris Unity XL-200M How many antennas are we installing (includes used and new)? - 1 New with Radio Is there a wireless mic? -			

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature

**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	8/21/2024
Estimate #	39965
Estimate By	Jennifer Wilson
	Jennifer@defendersupply....
	214-870-1879



Bill To
Nacogdoches Police Department Dan Taravella 312 West Main St. Nacogdoches, TX. 75961

Customer Contact	
Customer Phone	936-569-4538
Customer E-mail	taravellad@nactx.us

2025 Tahoe PPV	Vehicle Base Color - Black		
Description	Qty	Price	Total
Installation of Customer Supplied Harris Radio Charger (No Antenna for this)	1	140.00	140.00T
**** Sales information **** What brand? - Harris How many antennas are we installing (includes used and new)? - None Is there a wireless mic? - No **Back of Console			
Professional Installation of Graphics by Defender Supply	1	225.00	225.00
Window Tint - For Two Front Windows	1	95.00	95.00T
Professional cleaning, detailing, make-ready and document preparation by Defender Supply.	1	200.00	200.00T
CSP: Kustom Raptor RP1 Radar Harris XL-200M 2pc Radio w/Speaker Radio Antenna and Coax Harris Handhled Radio Charger - VC400XL (No radio or antenna) Camera System Graphics			
Delivery to Department Texas Government or Municipality - No Sales Tax	1	750.00 0.00%	750.00T 0.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total**\$27,310.85**

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets - troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Signature _____



City of Nacogdoches, Texas
Bid Tabulation Sheet

DATE: 8/28/2024

REQUISITION NUMBER: _____

DEPARTMENT: Police

Item No.	Qty.	UOM	Description	BIDDER A		BIDDER B		BIDDER C	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	4	ea	Outfitting of police Tahoes including lights, sirens, decals, radios, cameras, radar, cages and all other normal, routine emergency and safety equipment and delivery of vehicles.	\$27,310.85	\$109,243.40	\$0.00	\$0.00	\$0.00	\$0.00
2	0	ea	Sourcewell Coop Purchasing Contract # 090122-WHL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	0	ea			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	0			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:					\$109,243.40	TOTAL:	\$0.00	TOTAL:	\$0.00

BIDDER A:

Company Name: Defender Supply
Contact: Jennifer Wilson
Phone: 940-488-4705
Address: 845 FM 407 W. Argyle, Tx 76226

BIDDER B:

Company Name: _____
Contact: _____
Phone: _____
Address: _____

BIDDER C:

Company Name: _____
Contact: _____
Phone: _____
Address: _____

TABULATED BY: D. Taravella



City of Nacogdoches, Texas

Purchase Requisition

Department Police

Requisition #: _____

Date 8/28/2024

(Purchasing Department Use only)

Purchase Order #: _____

Ship to Address Defender Supply 845 FM 407 W. Argyle, Tx
76226

Item #	Description & Specifications	Fund # Dept. # Acct. #	Qty.	Unit of Measure	Budget Amount	
					Each	Extension
1	Outfitting of police Tahoes including lights, sirens, decals, radios, cameras, radar, cages and all other normal, routine emergency and safety equipment and delivery of vehicles.	60.60.680.20	4		\$27,310.85	\$109,243.40
2	Sourcewell Coop Contract # 090122-WHL					\$0.00
3						\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
7						\$0.00
8						\$0.00
9			0			\$0.00
10			0		\$0.00	\$0.00
					TOTAL:	\$109,243.40

Intended Use

Outfit new police cars that are replcing older cars going off line.

D. Taravella
Requested By _____ Date _____

Finance Approval _____ Date _____

D. Taravella
Dept. Head Approval _____ Date _____

Administration Approval _____ Date _____

COMPETITION EXEMPTION FORM

In accordance with the City of Nacogdoches' Procurement Policy, all expenditures exceeding **\$3,000 are subject to competition**. Consequently, every expenditure for which competition does not occur must have an explanation of the statutory exemption applicable, per state purchasing law (ref: TLGC 252.022). This exemption form must be signed by the department director and submitted along with the purchase order request documentation.

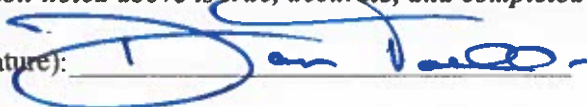
NOTE: Per City Procurement Policy, this exemption must be approved and a purchase order issued before the purchase may be made.

Vendor Name: Defender Supply
Description of Goods/Services: Purchase emerg. equipment & installation (x4)
Expenditure Amount: \$109,243.40
Explanation/Justification: Outfit police cars w/ emerg equipment

Check all applicable blocks.

- ☐ public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- ☐ to preserve or protect the public health or safety of the municipality's residents;
- ☐ for unforeseen damage to public machinery, equipment, or other property;
- ☐ for personal, professional, or planning services;
- ☐ items that are available from only one source (sole). **Please choose the type of sole source below:**
- ☐ patents, copyrights, secret processes, or natural monopolies;
 - ☐ films, manuscripts, or books;
 - ☐ gas, water, and other utility services;
 - ☐ captive replacement parts or components for equipment;
 - ☐ books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials;
 - ☐ management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
- ☐ purchase of rare books, papers, and other library materials for a public library;
- ☐ personal property sold by a political subdivision of this state, state agency or entity of the federal government;
- ☒ **personal property sold under an interlocal contract for cooperative purchasing; Insert Contract #** _____
- ☐ services performed by blind or severely disabled persons;
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality;
- ☐ electricity;
- ☐ advertising, other than legal notices

By signing this Exemption Form, I hereby assume responsibility and legal implications for any inaccuracies and inconsistencies in the completion and submission of this form. My signature below indicates I have reviewed, interpreted, and understand the appropriate laws, policies and legal ramifications of signing such document and confirm that the exemption noted above is true, accurate, and completed to the best of my knowledge and ability.

Director Approval (Signature): 

Department: Police

Date: 9-1-24



Billing Address:
NACOGDOCHES POLICE DEPT,
CITY OF
312 W MAIN ST
NACOGDOCHES, TX 75963
US

Quote Date:08/30/2024
Expiration Date:11/28/2024
Quote Created By:
Blake Galloway
Regional Sales Manager
Blake.Galloway@
motorolasolutions.com
214-551-2709

End Customer:
NACOGDOCHES POLICE DEPT, CITY OF

Contract: Texas DIR-TSO-4101
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
M500							
1	WGB-0708A	0851	M500 ICV SYSTEM W/RCAM V300 WIFI DCK,SPS	1		\$6,315.00	\$6,315.00
2	WGW00502	0854	M500 EXTENDED WARRANTY	1	5 YEAR	\$1,215.00	\$1,215.00
3	WGP02225-230-KIT2	0851	BRKT KIT DISP/BWC/CAM TAHOE/SILV 2021	1		Included	Included
Sierra Wireless Devices							
4	WSWA-1104073	0851	SIERRAWRLS MP70 ADVPROROUTER WIFI LTE	1		\$999.00	\$999.00
5	WSWA-6001197	0851	SIERRAWRLS ANTENNA 2XLTE 3XWIFI 2.4/5GHZ	1		\$216.00	\$216.00
6	WSWA-9010324	0851	SIERRAWRLS AL-COMP MP/RV ALMS 5YRS WRNTY	1		\$168.00	\$168.00
7	WSWA-GWS10025	0851	MODEM SETUP BASIC PRO SERVICES	1		\$22.00	\$22.00
Vigilant							
8	DDN3420A	0669	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		\$0.00	\$0.00
9	TT4131A	0693	M500 BASIC LPR ANNUAL SERVICE FEE	1		\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800

Grand Total**\$8,935.00(USD)**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

M500 IN-CAR VIDEO SYSTEM LICENSE PLATE RECOGNITION (LPR) – SOLUTION DESCRIPTION

DESCRIPTION

Safety is your primary concern. You have to ensure that every officer has the best possible information before engaging with a suspect. And a vehicle's license plate can unlock critical data to inform your response to a situation.

The M500 in-car video system has powerful License Plate Recognition (LPR) capabilities, and is carefully integrated with our market-leading Vigilant LEARN LPR platform. The M500's 120-degree 4K front camera can capture license plate and vehicle make/model information in up to three lanes of traffic simultaneously, while moving at up to 70mph. The process is completely automated, with no requirement for interaction with the camera or software. Officers can concentrate on other important tasks, while the M500 continuously scans its environment.

DETAILS

The M500 in-car video system is designed around a high-power processing core optimized for AI applications such as LPR. Using a high-accuracy OCR algorithm, the 4K front camera sensor can capture multiple license plates moving at normal highway speeds from up to 40 feet away.

The M500 is not recommended for high-speed (>70 mph), long-range or high-throughput LPR applications, or where target vehicles will not be visible through the front windshield. For these situations we offer our L5M purpose-designed mobile LPR camera.

The M500 system connects to CarDetector Mobile (CDM) software running on your in-car Mobile Data Terminal (MDT). CDM gives officers a convenient dashboard, showing the video stream(s), recently-captured license plates and recent "hits". It can be configured to give visible and audible alerts whenever a plate matches an entry on a hotlist. Hotlists can be agency-owned or shared.

You also have access to the market-leading Vigilant PlateSearch application, for analysis of LPR data captured by agency cameras. Optionally, you can extend this to include LPR data from neighboring agencies and commercial customers.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



City of Nacogdoches, Texas Bid Tabulation Sheet

DATE: 9/1/2024

REQUISITION NUMBER:

DEPARTMENT: Police

Item No.	Qty.	UOM	Description	BIDDER A		BIDDER B		BIDDER C	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	4	ea	Four (4) complete Watchguard MS 500 camera systems and all installation componenets.	\$8,935.00	\$35,740.00	\$0.00	\$0.00	\$0.00	\$0.00
2	0	ea	State Contract Texas DIR-TSO-4101		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	0	ea			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	0			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:					\$35,740.00	TOTAL:	\$0.00	TOTAL:	\$0.00

BIDDER A:

Company Name: Motorola Watchguard
Contact: Blake Galloway
Phone: 214-551-2709
Address: 500 W. Monroe St, Chicago, IL 60601

BIDDER B:

Company Name:
Contact:
Phone:
Address:

BIDDER C:

Company Name:
Contact:
Phone:
Address:

TABULATED BY: D. Taravella



City of Nacogdoches, Texas

Purchase Requisition

Department Police

Requisition #: _____

Date 9/1/2024

(Purchasing Department Use only)

Purchase Order #: _____

Ship to Address Motorola Watchguard
500 W. Monroe St, Chicago, IL 60601

Item #	Description & Specifications	Fund # Dept. # Acct. #	Qty.	Unit of Measure	Budget Amount	
					Each	Extension
1	Four (4) complete Motorola Watchguard MS 500 camera systems and all installation components.	60.60.680.20	4		\$8,935.00	\$35,740.00
2	State Contract Texas DIR-TSO-4101					\$0.00
3						\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
7						\$0.00
8						\$0.00
9			0			\$0.00
10			0		\$0.00	\$0.00
					TOTAL:	\$35,740.00

Intended Use

Four (4) complete Motorola Watchguard in car camera systems and all intallation components. State Contract Texas DIR-TSO-4101

D. Taravella
Requested By _____ Date _____

Finance Approval _____ Date _____

D. Taravella
Dept. Head _____
Approval _____ Date _____

Administration Approval _____ Date _____

COMPETITION EXEMPTION FORM

In accordance with the City of Nacogdoches' Procurement Policy, all expenditures exceeding **\$3,000 are subject to competition**. Consequently, every expenditure for which competition does not occur must have an explanation of the statutory exemption applicable, per state purchasing law (ref: TLGC 252.022). This exemption form must be signed by the department director and submitted along with the purchase order request documentation.

NOTE: Per City Procurement Policy, this exemption must be approved and a purchase order issued before the purchase may be made.

Vendor Name: Motorola Watchguard
Description of Goods/Services: Four (4) complete ms 500 camera systems
Expenditure Amount: \$35,740.⁰⁰
Explanation/Justification: Mandated in car camera systems

Check all applicable blocks.

- ☐ public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- ☐ to preserve or protect the public health or safety of the municipality's residents;
- ☐ for unforeseen damage to public machinery, equipment, or other property;
- ☐ for personal, professional, or planning services;
- ☐ items that are available from only one source (sole). Please choose the type of sole source below:
- ☐ patents, copyrights, secret processes, or natural monopolies;
 - ☐ films, manuscripts, or books;
 - ☐ gas, water, and other utility services;
 - ☐ captive replacement parts or components for equipment;
 - ☐ books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials;
 - ☐ management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
- ☐ purchase of rare books, papers, and other library materials for a public library;
- ☐ personal property sold by a political subdivision of this state, state agency or entity of the federal government;
- ☒ personal property sold under an interlocal contract for cooperative purchasing; Insert Contract # TX DIR TSO 4101
- ☐ services performed by blind or severely disabled persons;
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality;
- ☐ electricity;
- ☐ advertising, other than legal notices

By signing this Exemption Form, I hereby assume responsibility and legal implications for any inaccuracies and inconsistencies in the completion and submission of this form. My signature below indicates I have reviewed, interpreted, and understand the appropriate laws, policies and legal ramifications of signing such document and confirm that the exemption noted above is true, accurate, and completed to the best of my knowledge and ability.

Director Approval (Signature): [Signature]

Department: Police

Date: 9-1-24

PURCHASE REQUEST SUMMARY

A TOTAL OF SIX (6) VEHICLES.

FOUR (4) MARKED CHEVY POLICE TAHOES

TWO (2) CIVILIAN FORD EXPLORER SUVS

TOTAL VEHICLE COST	\$305,716.00
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TOTAL EQUIPMENT AND OUTFITTING

\$150,644.52

GRAND TOTAL	\$456,360.52
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PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Consider approval of a contract between the City of Nacogdoches and CoxJones Contractors for professional services at Maroney Park Playground in an amount not to exceed \$50,000. (Community Services Director)

SUMMARY/BACKGROUND: Maroney Playground, a community built playground built in 1995, sustained extensive damage in a fire and has been partially closed to the public for more than a year. The City of Nacogdoches intends to hire CoxJones Contractors to assist staff with the re-design of the wooden playground and for construction services. This contract is not-to-exceed \$50,000 for the design of the playground and construction.

City staff, CoxJones and the Parks and Recreation Advisory Board will work together to design playground elements that are cohesive to the overall structure, fun and sustainable. The rebuilt section will be a wooden structure(s).

Maroney Playground is covered by the City of Nacogdoches TML insurance policy, and this rebuild will be fully funded through an insurance claim.

FINANCIAL:

Item is not budgeted (Budget Amendment required)

Account No.: 01.86.680.40

Account Name: Park Improvements

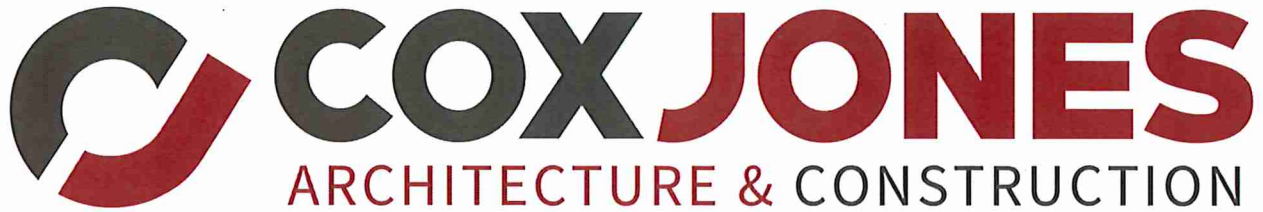
Amount: \$50,000

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

CITY CONTACT: Jessica Sowell, Community Services Director
sowellj@nactx.us
(936) 559-2940

ATTACHMENTS:

1. Maroney Park Design-Build Proposal
2. CoxJones - Design and Construction Contract (Maroney)



August 2, 2024

Ms. Jessica Sowell
City of Nacogdoches
P.O. Box 635070
Nacogdoches, TX 75965
jsowell@nactx.us

RE: Maroney Park Design-Build Proposal

Ms. Sowell,

CoxJones is pleased to offer this design-build proposal for the playground repairs at Maroney Park in Nacogdoches, Texas. Working with city staff, we will design and build the replacement components in the playground that were destroyed by a previous fire.

This scope includes design and coordination with appropriate city staff, equipment, materials, and labor.

Not to Exceed Budget Estimate: FIFTY THOUSAND DOLLARS (\$50,000.00)

Design	\$6,500.00
Equipment	\$5,250.00
Materials	\$16,850.00
Labor	\$21,400.00

EXCLUDES: Cleaning or painting of the remaining existing playground components; Surveying; Utility locations; Specialty playground components; Night/weekend work; Playground fall protection; Sales tax; Bond.

Note: Due to the current volatility in material prices, proposals are valid for fifteen days. After this time, please contact our office to discuss the current conditions and if necessary, make adjustments to the proposal.

Respectfully submitted,
CoxJones

A handwritten signature in blue ink that reads 'Brenda Jones'.

Brenda Jones
President

Approved: _____

Date: _____

CITY OF NACOGDOCHES CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the **City of Nacogdoches**, a Texas home-rule municipal corporation (the "City") and Cox Concrete Contractors, Inc. DBA CoxJones, a corporation (the "Contractor"), for **Design and Construction of Maroney Playground** located in Nacogdoches, Texas (the "Project").

1. DEFINITIONS

1.01. Calendar Day. A "calendar day" is any day of the week or month, no days being excepted.

1.02. City. Whenever the word "City" is used, it shall mean and be understood as referring to the City of Nacogdoches, Texas.

1.03. City's Representative. Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.

1.04. Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.

1.05. Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.06. Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.

1.07. Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.08. Final Completion. The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.09. Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.10. Nonconforming work. The term "nonconforming work" shall mean work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.11. Parties. The "parties" are the City and the Contractor.

1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.

1.13. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.14. Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following: **Construction Services for _Temple Spray Station Project_** located in Nacogdoches, Texas.

1.16. Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. **CONTRACT DOCUMENTS**

2.01. The Contract Documents and their priority shall be as follows:

- 2.01.01. This signed Agreement
- 2.01.02. Addendum to this Agreement
- 2.01.03. General Conditions
- 2.01.04. Special Conditions
- 2.01.05. Technical specifications
- 2.01.06. Drawings
- 2.01.07. Instructions to Bidders and any other notices to Bidders or Contractor
- 2.01.08. Performance bond, Payment bonds, Bid bonds and Special bonds
- 2.01.09. Contractor's Proposal

2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, specifications, and related Contract Documents for its use during construction. Plans and specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03. Where applicable, the Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work

site with the latest revisions noted thereon. For proper execution of the work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02. **Time is of the essence in this Agreement.** Accordingly, the Contractor shall be prepared to perform the work in the most expedient and efficient possible manner in order to complete the work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the notice to proceed. The notice to proceed may be given by oral notification or set by City's Representative at the post-contract award conference. **The notice to proceed may not be given, nor may any work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Paragraphs 27 and 28 (Insurance & Bonds).**

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed Fifty Thousand dollars and 00/100 Dollars (\$50,000.00).

4. CITY'S REPRESENTATIVE

4.01. The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02. The City's Representative may periodically review and inspect the work of the Contractor.

4.03. The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the work performed under this Agreement and ensure that said work is performed in accordance with the plans and specifications.

4.04. The Contractor shall regard and obey the directions and instructions of City's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

4.05. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.04. Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01. It is understood and agreed that the Contractor has, by careful examination, studied and compared the various Drawings and other Contract Documents, satisfied itself as to the nature and location of the work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any work on the Project that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03. If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01. Prior to the commencement of the work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.
- (b) The names and addresses of all proposed subcontractors in writing.

10. PROGRESS OF WORK

10.01. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

10.02. Further, the parties shall be subject to the following:

- (a) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

(b) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(c) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(d) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03. The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04. **Work Stoppage.** If in the judgment of either the City or City's Representative any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the work of the Contractor or any sub contractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01. Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02. The Contractor shall be responsible for all power, light, and water required to perform the work. City shall make available all utilities currently on site, including water and power.

Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.03. **Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all work in a manner acceptable to City's Representative in accordance with applicable City of Nacogdoches codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the plans and specifications.

11.04. **Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.05. **Contractor's Structures.** The building or locating of structures for housing men or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.06. The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.07. City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, in the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.08. When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss

caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work at the Project site

be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01. Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02. All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein.

12.03. Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense.

12.04. **Materials and supplies shall be new and of good quality.** Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to ensure that the proposed substitute is equal to the required material or supply.

12.05. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01. The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

13.03. The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the plans, specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if the work is in accordance with the plans, specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

14. REJECTED WORK

14.01. All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02. If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01. The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02. Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. 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.

16. PAYMENT

16.01. The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. The Contractor shall issue exemption certificates to its suppliers and Subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02. **Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by the City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

16.03. **Progress Payments.** On or before the 30th calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

16.04. **Retainage.** From each approved statement, the City shall retain until final payment; five percent (5%) where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

16.05. If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09. Unless otherwise provided in the Contract Documents:

- (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10. **Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11. **Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (g) City's determination of an amount of liquidated damages.
- (h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.12. The Parties agree that the City or the state auditor, if state funds are used to fund this contract, may conduct an audit or investigation of any entity receiving funds from the City directly or indirectly through a subcontract under the contract. The acceptance of funds under the contract or subcontract acts as acceptance of the authority of the City or the state auditor to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the City or the state auditor with access to any information the City or the auditor considers relevant to the investigation.

17. EXTRA WORK CHARGES

17.01. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02. For "Extra Work", as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than ***twenty-five percent (25%)***. Written change orders that do not exceed ***twenty-five percent (25%)*** of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of ***Fifty Thousand Dollars (\$50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

17.03. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the work after making written requests for written orders in a change order and shall

keep adequate and accurate account of the actual field costs therefore, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost of the work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, worker's compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

(1) No indirect or consequential damages will be allowed.

(2) All costs must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual

expenditures or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01. The date of beginning, the time for Substantial Completion and Final Completion of work as specified in this Agreement are of the essence in this Agreement.

18.02. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed will be given in written form or set by the City's Representative at the post-award conference.

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor has bid **_180_ calendar days** for the time within which it shall reach Substantial Completion of the Project.

18.04. The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(a) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

21. DELAYS

21.01. The Contractor, in undertaking to complete the work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02. The City may, in its sole discretion, delay the work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the work.

21.03. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental expenses resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the work has been delayed by one or more of the following:

- (1) an act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (2) by changes ordered in the work, or reductions thereto approved in writing;
- (3) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or

- (4) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01. The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of **Zero Dollars (\$0.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

24.03. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all labor and materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

25.02. All work not conforming to these requirements, may be considered defective.

25.03. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern. And shall be provided by the manufacturer providing the extended warranty.

25.05. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion of the Work, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not coordinated with the City, to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01. **Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A. If no wage rates is provided, then the wages shall be the local rate.

26.02. **Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **Sixty Dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03. The Contractor and each subcontractor shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04. **Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.05. **Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit, attached as Exhibit E, stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives,

volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth in Exhibit B.

28. BOND PROVISIONS

28.01. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C**.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01. If the Contractor has abandoned the Project or the City has terminated the contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the work in compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

29.01.01. The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the

expense of

such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

29.01.02. The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02. Should the cost to complete the work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

30.04 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;

30.05 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;

31. SAFETY PRECAUTIONS

31.01. All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Nacogdoches Fire Department marked "Attn.: Assistant Chief".

31.02. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

31.03. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Paragraph 31.07, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 31.04.**

31.05. In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind,**

including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.

31.06. City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 31.07 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01. CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND OR/OR DESIGNEES FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY, SUITS OR CAUSES OF ACTION, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02 The defense of any claim shall be coordinated by Contractor with the City Attorney of the City of Nacogdoches, Texas when the City is named Defendant in any lawsuit and Contractor may not agree to any settlement without first obtaining the concurrence from the City Attorney. The Parties agree to furnish timely written notice to each other of any such claim.

33.03. The indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.
- (b) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- (c) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.
- (d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.
- (e) The Contractor shall also be responsible for the removal of all related debris.
- (f) The Contractor shall also be responsible for subcontractors hired by it.

(g) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

33.04. The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.05. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

34. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, 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 (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or 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 in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project.

35. PERMITS AND LICENSES

The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

36. ROYALTIES AND LICENSING FEES

The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees

for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the Project. It shall defend all suits or claims for infringement of any patent rights. Further, if the Contractor has reason to believe that the design, service, process, or product specified is an infringement of a patent, it shall promptly give such information to City's Representative.

37. BREACH OF CONTRACT & DAMAGES

37.01. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

38.01. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

38.04. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

38.05. If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01. After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work. Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. ASSIGNMENT

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

44. EFFECTIVE DATE

The effective date of this contract shall be the date of award of the contract.

45. OTHER TERMS

45.01. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to

replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

45.02. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

45.03. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

45.04. **Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

45.05. **Mediation.** After receipt of a Notice of Claim, the City may elect to refer the matter to the Contractor, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The City may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in Nacogdoches, Texas.

45.06. **Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

45.07. **Choice of Law and Place of Performance.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Nacogdoches County, Texas, United States of America.

45.08. **Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

45.09. **Authority to Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

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

- (a) Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract
- (b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
- (c) **Antitrust.** Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- (d) **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:

- (e) **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>.
- (f) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- (g) **Critical Infrastructure.** If Contractor will be granted direct or indirect access to a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility, Contractor certifies that neither it or its parent company, is (1) majority owned by

citizens or governmental entities of China, North Korea, Russia or any other country designated by the Governor under Government Code 2274.0103, or (2) headquartered in any of those countries.

- (h) **Convictions.** Under Sections 2155.006, 23155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.
- (i) **COVID Vaccinations.** Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.
- (j) **Boycotts.** (1) 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. (2) To the extent this Contract has a value of \$100,000 or more and Contractor is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Contractor certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).

46.11. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.12. **Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13. **Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.14. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.15. **Notice of Indemnification.** City and Contractor hereby acknowledge and agree that this

Agreement contains certain indemnification obligations and covenants.

COX CONCRETE, DBA COXJONES

CITY OF NACOGDOCHES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

Exhibit A
DAVIS BACON WAGE RATES

{Insert Appropriate Classification of Wage Rates
From
<https://www.wdol.gov/dba.aspx>}

Exhibit B
INSURANCE
REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Umbrella / Excess Liability – required for contract amounts exceeding \$1,000,000
- D. Workers' Compensation
- E. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

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 with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.

B. Limit of \$500,000.00 per occurrence for bodily injury and property damage with an annual

aggregate limit of \$1,000,000.00 which limits shall be endorsed to be per Project.

- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for 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, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Services Office Number CA 00 01.
- 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 owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

- VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor’s policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. 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. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be

furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.

VII. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. Workers compensation insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 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.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractors” in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
- K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the*

Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

- VIII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
- A. The company is licensed and admitted to do business in the State of Texas.
 - B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
 - C. All endorsements and insurance coverages according to requirements and instructions contained herein.
 - D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of Nacogdoches.
 - E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit D
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Exhibit E
FINAL AFFIDAVIT OF ALL BILLS PAID
FINAL BILLS PAID AFFIDAVIT
BY CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared as _____,
(Name), known to me to be a credible person, and after
being by me duly sworn, upon oath stated and affirmed that: "My name is
_____ and I am the _____
(Name) (Title)
of _____", hereafter referred to in this affidavit as
(Firm)
"Contractor". Contractor's business address is _____,
(Address)
Texas, _____. The undersigned Contractor has personal knowledge of the facts
(Zip)
stated herein and has full authority to make the agreements in this affidavit on behalf of
Contractor.

Pursuant to and in accordance with a written contract between Contractor and
_____, collectively referred to as Owner, Contractor furnished
(Owner)
materials and labor for the construction, renovation, installation or repair of certain improvements
(the "Improvements"), being City of Nacogdoches contract for
Design and Construction of Maroney Playground Project.
(Project Name)

All work provided for under said written construction contract, together with all changes and supplements thereto, has been fully completed in accordance with the terms and provisions of said contract.

Contractor has paid each of its subcontractors, laborers, suppliers and materialmen in full for all labor and materials provided to Contractor for or in connection with the construction, renovation or repair of the Improvements.

Contractor is not aware of any unpaid bills, claims, demands or causes of action by any of its subcontractors, laborers, manufacturers, suppliers or materialmen for or in connection with the furnishing of labor materials, or both, for the construction, renovation or repair of the Improvements.

Contractor further understands that this Final Bills Paid Affidavit is being given pursuant to and in accordance with Section 53.085 of the Texas Property Code and that the

intentional, knowing or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.

Contractor hereby indemnifies and holds harmless the City of Nacogdoches from any and all claims, demands or causes of action, and any costs, expenses and attorney’s fees incurred in connection therewith, arising from or connected with, the statements and representations contained herein.

EXECUTED this __ day of _____, 20__.

CONTRACTOR:

By:

Name:

Title:

Notary’s Acknowledgement

Before me, the undersigned authority, on this day personally appeared _____, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Final Bills Paid Affidavit, acknowledged that he/she has the authority to make this Final Bills Paid Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

Exhibit F
PLANS, SPECIFICATIONS AND DRAWING



City Council Meeting

Date: September 17, 2024

Agenda Item: 5.F.

PRESENTER: Todd Simoneaux, Interim Finance Director

ITEM/SUBJECT: Consider approval of an ordinance amending Chapter 106 "Utilities" of the City of Nacogdoches, Texas Code of Ordinances Amending Water and Sewer Rates effective October 1, 2024. (Interim Director of Finance)

SUMMARY/BACKGROUND: The ordinance amends Chapter 106 "Utilities" updating water and sewer rates effective October 1, 2024. It outlines new rate structures for water and sewer services, as approved by the rate study presented by NewGen Strategies & Solutions, LLC, on September 11, 2024. This update aims to ensure adequate coverage of operation and maintenance costs for water production, distribution, sewage collection, and treatment in the city.

FINANCIAL:

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

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

ATTACHMENTS: 1. Sec. 106_321 (Updated Ordinance)

CITY OF NACOGDOCHES, TEXAS

ORDINANCE NO. 1713-8-16

AN ORDINANCE AMENDING CHAPTER 106 "UTILITIES" OF THE CITY OF NACOGDOCHES, TEXAS CODE OF ORDINANCES AMENDING WATER AND SEWER RATES.

WHEREAS, the city has determined that the water and sewer rates as fixed in Ordinance No. 1658-3-14 adopted August 16, 2016 is, at this time, inadequate to cover all operation and maintenance costs for water production and distribution and sewage collection and treatment.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Nacogdoches, Texas that the water and sewer rates for the City of Nacogdoches be amended as hereinafter set out so that henceforth Section 106-321 shall read as follows:

Sec. 106-321. Water rates and general sewer rates.

(a) *Generally*. The charges for:

- (1) Water sold and delivered to customers of the waterworks system of the City of Nacogdoches; and
- (2) Sanitary sewer service for customers of the sanitary sewer system of the City of Nacogdoches (other than monitored users).

(b) *Water rates*.

Effective 10/1/2024

Water rates are hereby fixed and prescribed according to the following schedules:

(1) *Minimum charges per meter size (0—2000 gallons).*

All User Classes (Inside)	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
5/8"	13.97	13.97	13.97	13.97	13.97
3/4"	13.97	13.97	13.97	13.97	13.97
1"	20.95	20.95	27.93	27.93	34.92
1.5"	32.59	32.59	51.20	51.20	69.83
2"	46.56	46.56	79.13	79.13	111.72
3"	79.13	79.13	144.31	144.31	209.48
4"	125.69	125.72	237.41	237.41	349.14
6"	242.07	242.07	470.17	470.17	698.28
8"	381.73	381.73	749.48	749.48	1,117.24
10"	544.65	544.65	1,075.34	1,075.34	1,606.03
12"	1,010.17	1,010.17	2,006.37	2,006.37	3,002.58
Multi-Unit	13.97	13.97	13.97	13.97	13.97

All User Classes (Outside)	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
5/8"	20.95	20.95	20.95	20.95	20.95
3/4"	20.95	20.95	20.95	20.95	20.95
1"	31.42	31.42	41.90	41.90	52.37
1.5"	48.88	45.72	76.82	76.82	104.75
2"	69.83	69.83	118.71	118.71	167.59
3"	118.71	118.71	216.47	216.47	314.23
4"	188.54	188.54	356.13	356.13	523.71
6"	363.10	363.10	705.26	705.26	1,047.41
8"	572.59	572.59	1,124.23	1,124.23	1,675.86
10"	816.99	816.99	1,613.02	1,613.02	2,409.05
12"	1,515.26	1,515.26	3,009.57	3,009.57	4,503.88
Multi-Unit	20.95	20.95	20.95	20.95	20.95

(2) Volumetric rates (per 1,000 gallons).

Residential Water Inside	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
0—2,000 gallons	min	min	min	min	min
2,001—10,000 gallons	3.53	3.53	3.53	3.53	3.53
10,001—30,000 gallons	3.82	3.82	3.95	3.95	4.06
30,001—75,000 gallons	4.12	4.12	4.43	4.43	4.67
75,001 gallons and over	4.45	4.45	4.96	4.96	5.38

Irrigation Water Inside	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
0—2,000 gallons	min	min	min	min	min
2,001—10,000 gallons	4.42	4.42	4.42	4.42	4.42
10,001—30,000 gallons	4.76	4.76	4.94	4.94	5.08
30,001—75,000 gallons	5.15	5.15	5.53	5.53	5.84
75,001 gallons and over	5.57	5.57	6.21	6.21	6.71

Non Residential Water Inside	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
0—2,000 gallons	min	min	min	min	min
2,001—10,000 gallons	3.53	3.53	3.53	3.53	3.53
10,001—20,000 gallons	3.53	3.82	3.95	3.95	4.06
20,001—30,000 gallons	3.82	3.82	3.95	3.95	4.06
30,001—75,000 gallons	3.82	4.12	4.43	4.43	4.67
75,001 gallons and over	3.82	4.12	4.96	4.96	5.38

Heavy Industry Water Inside	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
0—2,000 gallons	min	min	min	min	min
2,001 gallons and over	2.62	2.84	3.05	3.26	3.50

Outside City Limits
1½ times the inside rate that is applicable

(3) *Wholesale (outside city)*. According to contract negotiated with each wholesale user.

Where more than one residential, non-residential or industrial unit is served by the same meter (except for wholesale users):

- a. The minimum monthly charge shall be equal to the sum of the minimum monthly charges that would apply to the various units if they were metered separately.
- b. The minimum monthly meter charge shall cover the first minimum number of gallons (if any) times the number of units.
- c. Charges for water in excess of the minimum as defined above shall be at the highest rate for any user class represented in the various units served by the meter.

(c) *Sewer rates.*

Effective 10/1/2024

(1) *Minimum charges.*

	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
Residential Inside	15.81	15.81	16.07	16.07	16.07
Residential Outside	23.72	23.72	24.12	24.12	24.12
Non-Residential Inside (1)	18.18	18.18	18.49	18.49	18.49
Non-Residential Outside (1)	27.28	27.28	27.73	27.73	27.73
Monitored Customers (2)	6.90	6.90	7.04	7.04	7.04

(2) *Volumetric charges (per 1,000 gallons).*

	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
Residential Inside	5.28	5.28	5.32	5.32	5.32
Residential Outside	7.93	7.93	7.99	7.99	7.99
Non-Residential Inside (1)	6.07	6.07	6.12	6.12	6.12
Non-Residential Outside (1)	9.11	9.11	9.18	9.18	9.18
Monitored Customers (2)	3.46	3.46	3.53	3.53	3.53

- a. Does not include monitored users such as poultry processors.
- b. Charges for BOD 0.2002 per 100 mg/liter and suspended solids 0.1127 per 100 mg/liter shall be added to flow calculation, according to section VII. This charge is exclusive of any applicable pretreatment.

Billing industrial and commercial sewer customers who treat their effluent and have a settling pond.

Industrial and commercial sewer customers who are required to treat their effluent and have a settling pond for such shall be billed on one of the following basis:

1. Amount of water used or registered by the city water meter.

2. If such industrial or commercial customer as defined above shall install an approved flow measuring device to measure the amount of water returned to the city sanitary sewer for treatment, then the reading from such measuring device will be used for determining the city sewer charge rather than the water meter reading.
- (4) *Exemption from sewer charge.* Customers who use water that is not deposited in the city's sewer lines for treatment shall comply with the following conditions to be eligible to be exempted from sewer charges:
 - a. Customers must have a separate water tap from the city's water main and a separate meter for water used but not deposited in the sewer. The customer will pay for such additional tap and meter cost.
 - b. If for any reason such service is disconnected or discontinued by said customer who later wishes to return this meter to service, a reconnect fee of \$26.35 will be charged for each occasion or \$47.43 if after regular work hours.
- (d) *Other charges.* Tap fees, reconnection charges and other miscellaneous charges shall be as prescribed in other city ordinances.
- (e) *Disconnection of service.* The city may disconnect water service to any customer for any of the following reasons:
 - (1) Written request of the customer.
 - (2) Failure to pay all water and sewer charges within a time limit prescribed in other city ordinances.
 - (3) Existence of a known dangerous condition resulting from water service to that customer.
 - (4) Service established through meter bypassing, unauthorized connection or unauthorized reconnection.
 - (5) Tampering with meter.
 - (6) Any reasons listed in the sewer use ordinance.

If disconnection is solely due to failure to pay bills the city must:

- (1) Give ten calendar days notice prior to disconnection.
- (2) Have city personnel available to collect delinquent bills and to make reconnection on the day of disconnection and on the following:

All city water, sewer and sanitation bills are due upon receipt and are considered delinquent 15 days after billing date. A delinquent fee of ten percent shall be added to all water, sewer and sanitation bills that are not paid within the 15-day period after billing date.

The following charges shall also apply:

Original service connect fee	\$26.35
Transfer of service fee	\$26.35
Re-connect service fee:	\$0.00
Regular work hours 8:00 a.m. to 5:00 p.m.	\$26.35
After regular work hours	\$47.43

BE IT FURTHER ORDAINED that if any section or provision of this Ordinance, or the application of same to any person or set of circumstances is invalidated or rendered unenforceable by a court of competent jurisdiction, such judgment shall not affect the validity of any remaining parts of the Ordinance which can be given effect without the invalidated part or parts, or their application to other persons or sets of circumstances.

FURTHER, all Ordinances, Orders or Resolutions or parts thereof, heretofore passed and adopted by the City Council, in conflict herewith shall be, and the same are, hereby repealed, and such Ordinance shall be in full force and effect with the October, 2024 billing from and after its passage, approval and publication.

PASSED & APPROVED this, the 17th day of September 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Nacogdoches, Texas.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

By: _____
Rhonda Lewis, City Secretary

APPROVED AS TO FORM:

By: _____
Jerry Baker, City Attorney

APPROVED AS TO CONTENT:

By: _____
Todd Simoneaux, Interim
Director of Finance



City Council Meeting

Date: September 17, 2024

Agenda Item: 5.G.

PRESENTER: Todd Simoneaux, Interim Finance Director

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

SUMMARY/BACKGROUND: This allocation covers the receipt of funds, operational expenses, and capital outlays for the City of Nacogdoches. The budget breakdown is provided to inform the Council about how these funds will be distributed across various city departments and projects.

FINANCIAL:

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

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

ATTACHMENTS:

1. 9-17-24 - BA Ordinance
2. 9-17-24 BA Support Attachment

**AN ORDINANCE AMENDING ORDINANCE NO. 1978-09-23 APPROPRIATING
VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR THE
ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER
30, 2024.**

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

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

WHEREAS, the City Council of the City of Nacogdoches desires to amend the approved Budget Ordinance of the 2023-2024 fiscal year; and

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

Fund	Dept	Acct.	Department	Description	Amt.
			See Attached	See Attached	

PASSED AND APPROVED this the 17th day of September, 2024.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

Rhonda Lewis, City Secretary

Approved as to form: _____
Jerry Baker, City Attorney

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

Fund	Account	Description	Amount	Category
Historic Fund	16.48.630.70	Historic Restoration	\$ 5,000	Expenditure
Debt Service Fund	25.580.00	Proceeds From Bond Sale	\$ 14,915,000	Revenue
Debt Service Fund	25.581.25	Bond Premiums	\$ 635,250	Revenue
Debt Service Fund	25.70.642.67	Bond Issuance Cost	\$ 286,515	Expenditure
Debt Service Fund	25.85.699.00	Transfers Out	\$ 15,257,500	Expenditure
Capital Projects Fund	27.90.680.30	Street Capital Expense	\$ 90,000	Expenditure
Airport FBO Services	32.13.610.21	Aviation Fuel	\$ 35,000	Expenditure
Utility Fund	30.85.699.24	Transfer to Grant Fund	\$ 300,000	Expenditure
Special Grant Fund	24.590.30	Transfer From Utility	\$ 300,000	Revenue



City Council Meeting

Date: September 17, 2024

Agenda Item: 5.H.

PRESENTER:

ITEM/SUBJECT: Consider approval of an agreement between the City of Nacogdoches and Pattillo, Brown & Hill for Auditing Services. (Interim Director of Finance)

SUMMARY/BACKGROUND: The City of Nacogdoches is seeking to enter into an annual agreement with Pattillo, Brown & Hill, LLP, for auditing services. The City of Nacogdoches reached its final contract term for auditing services with Pattillo, Brown & Hill, and the City solicited an RFQ for auditing services on June 26, 2024. The City received five (5) proposals for the RFQ, and an evaluation committee individually reviewed each RFQ. The evaluation committee found in unanimity that Pattillo, Brown & Hill was the most qualified firm to render auditing services to the City of Nacogdoches.

Pattillo, Brown & Hill, LLP is a regional accounting firm that has been in existence since 1923. PB&H has extensive experience serving local governments in Texas and New Mexico, as well as other forms of local government, including school districts, councils of government, counties and special districts. PB&H has provided the City with a proposed fee schedule, which shows an increase from the 2023 cost of services of \$46,300 to \$48,220, an increase of \$1,920.

FINANCIAL:

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

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

ATTACHMENTS:

1. PBH Fee Schedule Proposal Audit Services
2. RFQ Evaluation - 21-10-131 Audit Services

CITY OF NACOGDOCHES
FY 2024 BID
SEPTEMBER 30, 2024

	<u>Hours</u>	<u>Rate</u>	
Partner	32	\$225	\$ 7,200
Manager	42	\$160	6,720
Audit Senior	170	\$120	20,400
Audit Staff	150	\$85	12,750
Out of pocket - Reports, Travel Costs, Admin Time			<u>1,150</u>
			\$ 48,220

YEAR	Annual Cost
2024	\$ 48,220.00
2025	\$ 48,220.00
2026	\$ 49,700.00
2027	\$ 51,000.00
2028	\$ 52,530.00

HOURS BY AUDIT AREA					
Risk Assessment	5	7	30	25	67
Single Audit	8	8	45	33	94
Cash and Investments	2	3	7	15	27
Receivables	2	2	8	5	17
Capital Assets	2	4	18	30	54
Accounts payable	1	2	8	8	19
Accrued Liabilities	2	2	5	4	13
LT Liabilities	3	4	25	8	40
Net Position	1	2	4	2	9
Revenues	3	4	10	10	27
Expenditures	3	4	10	10	27
	32	42	170	150	394

RFQ Evaluation Form		RFP # and Title: 24-10-131 - Audit Services						
Supplier	Rank	Score	Weighted Criteria					Total Points (Out of 100)
			Audit Experience (Out of 40)	Staff Qualifications (Out of 30)	References and Recommendations (Out of 20)	Geographic Proximity to Nacogdoches (Out of 10)		
Patillo, Brown & Hill	1	93	38	30	19	6	93	
Forvis Mazars	2	88	37	27	17	7	88	
BW&C	3	83	35	25	16	7	83	
Gallob Morgan Peddy PC	4	81	32	23	16	10	81	
Whitley Penn	5	76	30	23	16	7	76	

Notes: Based on the Results, the evaluation committee finds in unanimity that Patillo, Brown and Hill are found to be the most qualified based on the criteria listed above.

The Evaluation Committee consisted of the following and the accompanied signatures affirm their findings:

Rebecca Elliott, Finance Director:  Todd Simoneaux, Interim Finance Director: 

Kevin Sardinha, Accounting Manager:  Drew Flores, Purchasing and Contracts Specialist: 



City Council Meeting

Date: September 17, 2024

Agenda Item: 5.I.

PRESENTER:

ITEM/SUBJECT: Consider approval of the minutes for the September 3, 2024, City Council Regular Meeting; the September 10, 2024, Special Meeting; and the September 11, 2024, Special Meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item.

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

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

ATTACHMENTS:

1. City Council Meeting Minutes - 09.03.24
2. City Council Meeting Minutes - 09.10.24
3. City Council Meeting Minutes - 09.11.24



Regular Session
Nacogdoches City Council
September 3, 2024 – 5:30 p.m.
City Council Chambers
202 E. Pilar Street, Nacogdoches, TX

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

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

Todd Simoneaux, Interim Finance Director, introduced the permanent Finance Director for the City of Nacogdoches.

Councilwoman Belanger congratulated Community Services staff on jobs well done on the modernized look of the Friday Update.

4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.

There were no items removed from the Consent Agenda.

5. CONSENT AGENDA:

- A. Annual review and approval of the City's Investment Policy.
- B. Consider a contract between The City of Nacogdoches and NewGen Strategies and Solutions, for the remaining tasks of the Utility Rate and Design Study Project.
- C. Consider approval of minutes for the August 20, 2024, Regular City Council Meeting.

Councilman Huckaby moved to approve the Consent Agenda. Councilman Williams duly seconded the motion and the Consent Agenda was approved unanimously.

6. REGULAR AGENDA:

- A. Consider contract options between the City of Nacogdoches and AquaMetric for meter replacement/installation project.

Director of Human Resources, Bonita Hall, presented this item stating the Council heard the presentation a year ago. She came to Council to answer several questions posed when the item was last discussed. Ms. Hall gave an overview of the meter system, which was installed in 2008 and is 16 years old. The meter replacement will be for those meters that are 10 years and older.

City Staff and the City Manager answered questions from City Council regarding cost savings and the timeline for the project.

Councilman Maule made a motion to approve the immediate and one-time option contract with AquaMetric. Councilman Huckaby duly seconded the motion, and the motion carried, unanimously.

- B. Discussion of Request for Proposals (RFQ) and Schedule Update for the Fire Stations.

Assistant Public Works Director, Jason Vickery, presented this item to Council stating that in June and early July his department posted and advertised an RFQ for real estate services for two consecutive weeks. There was one submission to the RFQ, which was Charles Pool Real Estate, which was granted and approved by Council. Mr. Vickery continued with the next steps that City Staff would take for Professional Architectural Engineering Services.

City Staff and the City Manager answered questions from City Council regarding the transparent processes of the projects to come.

A full recording of the Regular City Council Meeting for September 3, 2024, may be viewed here:
[Regular City Council Meeting - 20240903](#)

7. **ADJOURNED:** 6:17 p.m.

ATTEST:

Mayor, Randy Johnson
City Council
City of Nacogdoches

Rhonda Lewis, City Secretary



**Special Session
Nacogdoches City Council
September 10, 2024 – 5:30 p.m.**

City Council Chambers
202 E. Pilar Street, Nacogdoches, TX

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

Council Members not in attendance: Councilman Chad Huckaby

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

2. Pledge of Allegiance.

3. Open Forum:

Jeffery Murray addressed City Council stating his “deep frustration and disappointment” at a recent City Council meeting held on August 20, 2024. Mr. Murray expressed his love of his hometown of Nacogdoches and his desire to see it thrive for its residents.

4. REGULAR AGENDA:

- A. Public Hearing: Hold a public hearing and receive citizen input on the Proposed FY2024-2025 Budget.

Todd Simoneaux, Interim Director of Finance, presented all the key points of the City’s Budget in his slide presentation. Included in the slides were the General, Utility and the Sanitation fund, and the operating income for each.

Mayor Johnson opened the public hearing for comment.

Nancy Niehaus addressed Council expressing her concerns of new staff to the City, funds allocated to City Committees, and efforts towards bring Black History in Nacogdoches to the forefront.

Mayor Johnson closed the public hearing portion of the meeting, and Council discussed Item 4.A.

- B. Consider approval of an ordinance approving and adopting the annual budget for fiscal year beginning October 1, 2024 and ending September 30, 2025; providing that said expenditures for said fiscal year shall be made in accordance with said budget, unless otherwise authorized by an ordinance adopted by City Council; providing for a repeal clause; providing a severability clause; providing an effective date.

Councilman Maule made a motion to postpone any motion on the FY2024-25 Budget until the September 17, 2024 City Council Meeting. Councilman Williams duly seconded the motion, and the motion carried unanimously.

A full recording of the Special City Council Meeting for September 10, 2024, may be viewed here: [Special City Council Meeting - 20240910](#)

5. ADJOURNED: 6:13 p.m.

ATTEST:

Mayor, Randy Johnson
City Council
City of Nacogdoches

Rhonda Lewis, City Secretary



**Special Session
Nacogdoches City Council
September 11, 2024 – 3:00 p.m.**

City Council Chambers
202 E. Pilar Street, Nacogdoches, TX

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

Council Members not in attendance: Mayor Randy Johnson

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

There were no comments in Open Forum.

4. REGULAR AGENDA:

- A. Consider approval of the 2024 Rate Study, presented by NewGen Strategies & Solutions.

Mr. Matthew Garrett of NewGen Strategies & Solutions, LLC, discussed the City of Nacogdoches Water and Wastewater Rate Study performed by NewGen. He stated the focus on this date would be to clarify objectives, the key rate drivers and the causing the need to change the rates.

Mr. Garrett, as well as City Staff, answered questions from City Council.

Councilwoman Belanger read the statement from the Capital Needs Advisor Committee who heard the NewGen presentation earlier on this day, which stated: "The Capital Needs Advisory Committee received and reviewed the presentation by NewGen Strategies & Solutions, and accept the validity of the presentations and its finding and recommend the City Council to approve.

Mayor Pro Tem Belanger and Council took no action on this item, but will take action on the tax rate on September 17, 2024.

A full recording of the Special City Council Meeting for September 11, 2024, may be viewed here: [Special City Council Meeting - 20240911](#)

5. ADJOURNED: 3:39 p.m.

ATTEST:

Rhonda Lewis, City Secretary

Mayor, Randy Johnson
City Council
City of Nacogdoches



City Council Meeting

Date: September 17, 2024

Agenda Item: 6.A.

PRESENTER: Todd Simoneaux, Interim Finance Director

ITEM/SUBJECT: Public Hearing: Hold a public hearing and receive citizen input on FY 2024-2025 Proposed Tax Rate (Interim Director of Finance)

SUMMARY/BACKGROUND: Chapter 26 of the Property Tax Code requires taxing units to comply with truth-in-taxation laws in adopting their tax rate. A public hearing is required if the proposed tax rate exceeds the lower of the no new revenue tax rate or the voter approval tax rate. The proposed tax rate exceeds the no new revenue tax rate. A Notice of Proposed Tax Rate is required to be published in the newspaper, on the city website, and on a television channel, if applicable. The notice was posted as recurred.

FINANCIAL:

No financial impact associated with this item

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

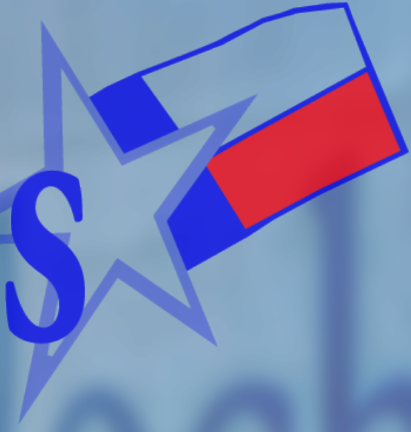
Not Applicable

CITY CONTACT: Todd Simoneaux, Interim Director of Finance
(936) 559-2526
simoneauxt@nactx.us

ATTACHMENTS: 1. Tax Rate Hearing 09.17.24

Nacogdoches

the oldest town in Texas



2024-2025

Tax Rate Hearing

Presented September 17th, 2024

Todd Simoneaux, CPA

Interim Finance Director

	2023	2024	Change
Total Tax Rate (per \$100 of value)	2023 Adopted Tax Rate \$0.47445	2024 Proposed Tax Rate \$0.52877	Increase of \$0.05432 per \$100 or 11.45%
Average Homestead Taxable Value	2023 Average Taxable Value of Residence Homestead \$148,179	2024 Average Taxable Value of Residence Homestead \$162,148	Increase of 9.43%
Tax on Average Homestead	2023 Amount of Taxes on Average Taxable Value of Residence Homestead \$703.04	2024 Amount of Taxes on Average Taxable Value of Residence Homestead \$857.39	Increase of \$154.35 or 21.95%
Total Tax Levy on All Properties $\frac{(\text{Tax Rate})(\text{Current Total Value})}{100}$	2023 Levy \$11,053,951	2024 Levy \$12,581,479	Increase of \$1,527,528 or 13.82%

PRESENTER: Todd Simoneaux, Interim Finance Director

ITEM/SUBJECT: Consider approval of an ordinance approving and adopting the annual budget for fiscal year beginning October 1, 2024 and ending September 30, 2025; providing that said expenditures for said fiscal year shall be made in accordance with said budget, unless otherwise authorized by an ordinance adopted by City Council; providing for a repeal clause; providing a severability clause; providing an effective date. (Interim Director of Finance)

SUMMARY/BACKGROUND: Section 102.007 of the Government Code requires the vote to adopt a budget to be a record vote. In addition, the adopted budget will contain a cover page that includes the statement on whether the budget will raise more, less or the same amount of property taxes as the prior year, the record vote of each member of council by name, property tax rates for the preceding and current fiscal years with the no new revenue tax rate, the no new revenue maintenance and operations tax rate, the voter approval tax rate, and the debt rate, along with the amount of debt secured by property taxes. This information is required to be posted on the city's website and remain there for one year after adoption of the budget.

Appropriations for all funds will be as follows:

GENERAL FUND	\$ 34,857,208
UTILITY FUND	\$ 42,748,877
SANITATION FUND	\$ 12,469,917
AIRPORT FBO FUND	\$ 841,861
SPECIAL REVENUE FUND	\$ 4,028,148
HOTEL/MOTEL FUND	\$ 1,175,900
DEBT SERVICE FUND	\$ 1,214,912
CAPITAL PROJECTS FUND	\$ 872,000
EQUIPMENT REPLACEMENT FUND	\$ 632,900
SELF INSURANCE FUND	\$ 3,709,525
BOND CONSTRUCTION FUND	\$ 14,757,500

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: Todd Simoneaux, Interim Director of Finance
simoneauxt@nactx.us
936-559-2526

ATTACHMENTS: 1. Ordinance Budget

CITY OF NACOGDOCHES, TEXAS

ORDINANCE NO. 1978-09-23

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS APPROVING AND ADOPTING ANNUAL BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING THAT SAID EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, UNLESS OTHERWISE AUTHORIZED BY AN ORDINANCE ADOPTED BY CITY COUNCIL; PROVIDING FOR A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and State law, the City Manager of the City of Nacogdoches, Texas ("City") has heretofore filed with the City Secretary a proposed budget for the City covering the fiscal year beginning October 1, 2024 and ending September 30, 2025; and

WHEREAS, the City, in accordance with law, posted the proposed budget on its internet website and made the same available for inspection by any person, and held a public hearing regarding the proposed budget and provided notice of such public hearing, and during the public hearings on the budget, all interested persons were given the opportunity to be heard for or against any item contained in said budget, and all said persons were heard, after which each of said public hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the budget hereinafter set forth is proper and should be approved and adopted; and

WHEREAS, the adoption of the said budget will require raising more revenue from property taxes than in the previous year, and the City Council will ratify, by separate vote, the property tax rate reflected in the said budget; and

WHEREAS, Appropriations for all funds will be as follows:

GENERAL FUND	\$ 34,857,208
UTILITY FUND	\$ 42,748,877
SANITATION FUND	\$ 12,469,917
AIRPORT FBO FUND	\$ 841,861
SPECIAL REVENUE FUND	\$ 4,028,148
HOTEL/MOTEL FUND	\$ 1,175,900
DEBT SERVICE FUND	\$ 1,214,912
CAPITAL PROJECTS FUND	\$ 872,000
EQUIPMENT REPLACEMENT FUND	\$ 632,900
SELF INSURANCE FUND	\$ 3,709,525
BOND CONSTRUCTION FUND	\$ 14,757,500

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

SECTION 1. That the budget for the City of Nacogdoches, Texas for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, a true and correct copy of which is attached to this Ordinance as Exhibit A, is hereby adopted and approved. As set forth in the said budget, the budget expenditures are hereby appropriated and that expenditures during the fiscal year shall be made in accordance with the budget approved by this Ordinance unless otherwise authorized by a duly enacted ordinance of the City.

SECTION 2. The budget as adopted hereby shall be deemed the official budget for the City of Nacogdoches, Texas for the said fiscal year and a copy of the same attached hereto and marked as "Exhibit A" shall be filed and kept on file with the City Secretary, shall be posted on the City's internet website, and shall be open to inspection by any interested persons. In addition, the record vote of each member of the City Council by name voting on the adoption of the budget shall be posted on the City's internet website until the first anniversary of the date the budget is adopted.

SECTION 3. The cover page for the budget attached to this Ordinance, that includes the property tax rates for the current fiscal year, including (a) the property tax rate, (b), the no-new-revenue tax rate, (c) the no-new-revenue maintenance and operations tax rate, (d) the voter approval tax rate, and (e) the debt rate, shall be and is hereby filed with the City Secretary and shall be posted on the City's internet website.

SECTION 4. That all ordinances of the City in conflict with the provisions of this Ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid, void, unlawful or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, voidness, unlawfulness or unconstitutionality, which remaining portions shall remain in full force and effect.

SECTION 6. Any requirement that this Ordinance be read at more than one reading be hereby suspended and that this Ordinance shall become effective immediately upon its passage, approval, and publication.

PASSED & APPROVED this, the 17th day of September 2024, by a vote of
____(ayes) to ____ (nays) to ____ (abstentions) of the City Council of Nacogdoches, Texas.

Randy Johnson, Mayor

ATTEST:

By:_____
Rhonda Lewis, City Secretary

APPROVED AS TO FORM:

By:_____
Jerry Baker, City Attorney

APPROVED AS TO CONTENT:

By:_____
Todd Simoneaux, Interim
Director of Finance



City Council Meeting

Date: September 17, 2024

Agenda Item: 6.C.

PRESENTER: Todd Simoneaux, Interim Finance Director

ITEM/SUBJECT: Consider an ordinance ratifying and setting tax rate on all taxable property for the tax year 2024 at a rate of \$0.52877 per one hundred dollars (\$100.00) valuation on all taxable property within the corporate limits of the City of Nacogdoches as of January 1, 2024, the said tax rate having a maintenance and operations component and a debt service component; and providing an effective date. (Interim Director of Finance)

SUMMARY/BACKGROUND: The tax rate would be apportioned \$0.47154/\$100 assessed valuation to the General Fund and \$0.05723/\$100 assessed valuation to the Debt Service Fund.

As required by Section 26.05 of the Tax Code: The tax rate consists of two components, each of which must be approved separately by a record vote and at least 60 percent of the governing body must vote in favor of the ordinance.

Section 102.007 of the Local Government Code includes the following: "Adoption of a budget that will require raising more revenue from property taxes than in the previous years requires a separate vote of the governing body to rectify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law."

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: Todd Simoneaux, Interim Director of Finance
simoneauxt@nactx.us
(936) 559-2526

ATTACHMENTS: 1. Ordinance Tax Rate 9.17.24

CITY OF NACOGDOCHES, TEXAS

ORDINANCE NO. 1979-09-23

AN ORDINANCE RATIFYING AND SETTING TAX RATE ON ALL TAXABLE PROPERTY FOR YEAR 2024 AT A RATE OF \$0.52877 PER ONE HUNDRED DOLLARS (\$100.00) VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF NACOGDOCHES AS OF JANUARY 1, 2024, THE SAID TAX RATE HAVING A MAINTENANCE AND OPERATIONS COMPONENT AND A DEBT SERVICE COMPONENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Tax Code Sections 26.04 through 26.06, the Tax Assessor-Collector for the City of Nacogdoches, Texas (the “City”) has calculated the tax rate for the fiscal year 2024-2025 which cannot be exceeded without requisite publications and public hearings; and

WHEREAS, the tax rate for the fiscal year 2024-2025 as initially contemplated (proposed) by the City Council did, and as adopted herein, does not exceed the said rate calculated by the Tax Assessor-Collector; and

WHEREAS, the City of Nacogdoches made required publications and held a public hearing as required by State Law; and

WHEREAS, Section 26.05(a), Tex. Tax Code, provides that the tax rate consists of two components (one of which will impose the amount of taxes needed to pay debt service, and the other of which will impose the amount of taxes needed to fund maintenance and operation expenses for the next year), and each of such components must be approved separately, the tax rate set forth herein consists of those two components and are approved separately; and

WHEREAS, this tax rate is equal to the calculated voter approval tax rate. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 11.45% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$54,32.

WHEREAS, upon full review and consideration of the matter, the City Council is of the opinion that the tax rate for the fiscal year 2024-2025 set, ratified and adopted herein below is proper.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Nacogdoches, Texas that the tax rate for 2023 for the City of Nacogdoches be set at \$0.52877 per \$100.00 valuation, with the following distribution:

Operation and Maintenance	\$	0.47154
I & S Debt Service	\$	<u>0.05723</u>
	\$	0.52877

BE IT FURTHER ORDAINED that any requirement that this Ordinance be read at more than one reading be hereby suspended and that this Ordinance shall become effective immediately upon its passage, approval, and publication, with the tax rate to become effective October 1, 2024.

PASSED & APPROVED this, the 17th day of September 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Nacogdoches, Texas.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

By:_____
Rhonda Lewis, City Secretary

APPROVED AS TO FORM:

By:_____
Jerry Baker, City Attorney

APPROVED AS TO CONTENT:

By:_____
Todd Simoneaux, Interim
Director of Finance

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of multiple Indefinite Deliverable Indefinite Quantity contracts by and between the City of Nacogdoches and Hawkins, Inc. and SNF Polydyne, Inc. for various chemicals used in water and wastewater treatment in a not-to-exceed total budgeted amount of \$225,000 (Director of Public Works).

SUMMARY/BACKGROUND: The City of Nacogdoches utilizes a number of different chemicals in the treatment of water and wastewater at various facilities across the City. On August 29, 2024, the City received bids for the purchase of annual bulk chemicals which were not in a renewal period. The chemicals in this bid include Liquid Polyphosphate, WWTP Polymer and WTP Polymer. Liquid Polyphosphate is added to drinking water as a corrosion inhibitor and to prevent buildup in the lines. Polymer is a coagulant which is used to thicken sludge for de-watering in the water and wastewater treatment processes.

Bidders were allowed to bid on one or all of the chemicals and the award of low bid contracts are considered individually for each chemical. Bids were composed of individual Unit Prices (per pound, per ton, etc.) with no minimum or maximum quantity guaranteed. Due to the volatility of current markets, unit prices will be agreed upon quarterly and can be escalated or deescalated based on the Bureau of Labor Statistics' Producer Price Index.

Four (4) suppliers submitted bids for one or more of the chemicals listed. The following companies were found to be the lowest qualified bidder for a particular chemical:

Hawkins, Inc.	Liquid Polyphosphate - \$13.50/gallon
SNF Polydyne, Inc.	WWTP Polymer - \$4.231/dry lb
	WTP Polymer - \$4.286/dry lb

Other bidders included Shannon Chemical Corporation and Univar Solutions. Univar submitted bids of \$2.74 and \$2.31 for WWTP Polymer and WTP Polymer, respectively, however that was based on wet poundage. They withdrew their bid and the second low bid was recommended for award.

Staff recommends the award of an annual IDIQ contract to the low bidders for each chemical, as shown as our FY24-25 bulk chemical suppliers.

FINANCIAL:

Item is budgeted:

Account No.: 30.36 610.80

Account Name: *Water Production - Chemicals*

Amount: \$45,000.00

Item is budgeted:

Account No.: 30.39 610.80

Account Name: *Wastewater Treatment - Chemicals*
Amount: \$180,000.00

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

Not Applicable

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

ATTACHMENTS: 1. Bid Tab
2. PowerPoint Slide



Bid Tabulation

FY24-25 Water Utilities Bulk Chemicals
Thursday, August 29, 2024 @ 2:00 PM

Vendor	Liquid Polyphosphate (\$/gallon)	WWTP Polymer (\$/dry ton) (\$/dry lb)	WTP Polymer (\$/dry ton) (\$/dry lb)
Hawkins, Inc.	13.50		
Shannon Chemical Corporation	33.47		
SNF Polydyne, Inc.		8,462.00 4.2310	8,572.00 4.2860
Univar Solutions		5,480.00 2.7400	4,620.00 2.3100

*Low bids for Polymer were given based on wet poundage. Vendor has withdrawn their bid and second low bid will be awarded.

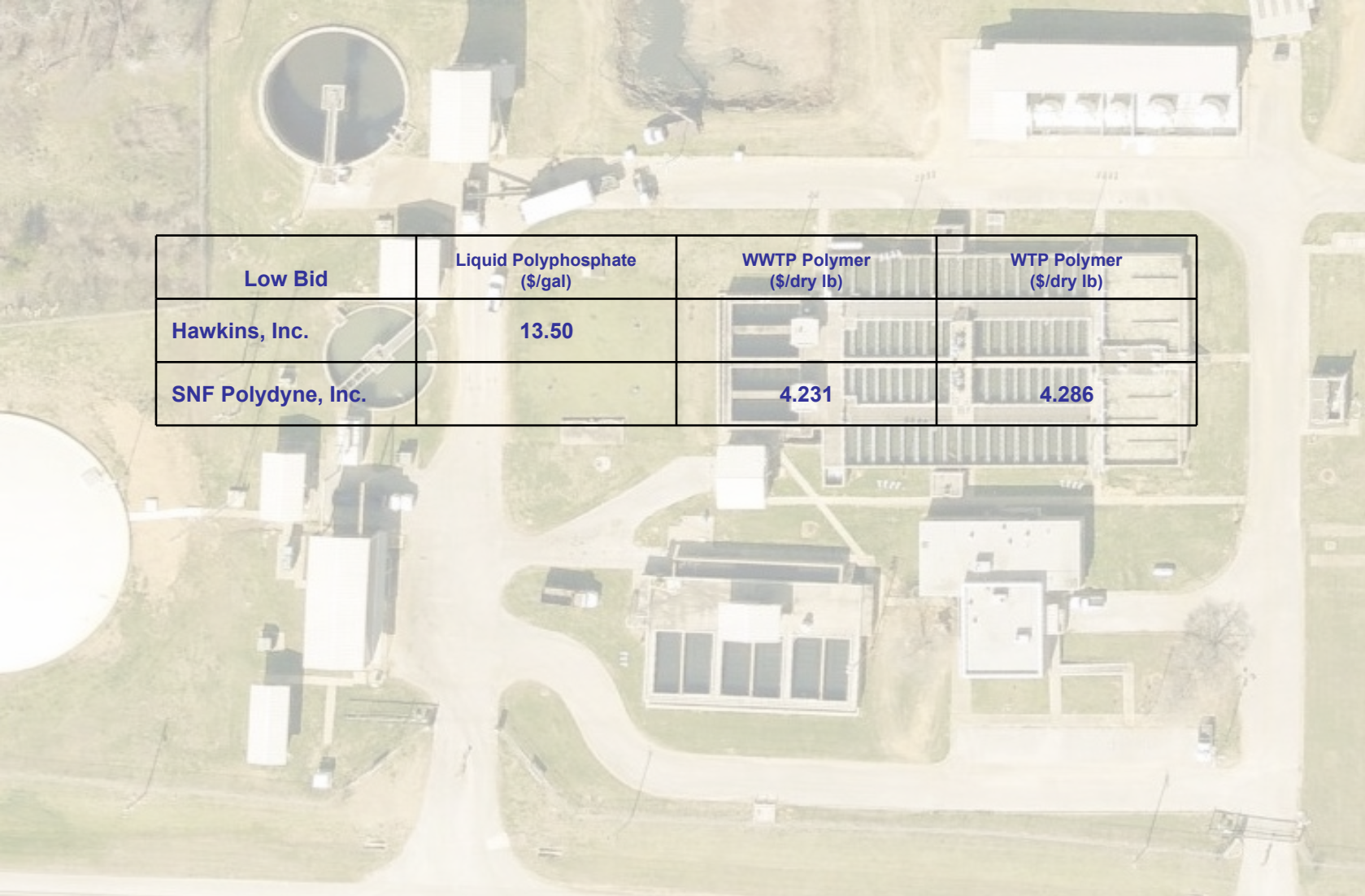
Low Bid	Liquid Polyphosphate (\$/gallon)	WWTP Polymer (\$/dry lb)	WTP Polymer (\$/dry lb)
Hawkins, Inc.	13.50		
SNF Polydyne, Inc.		4.231	4.286

City of Nacogdoches – Water Utilities Department

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

BULK CHEMICAL BID AWARD

WATER AND WASTEWATER FACILITIES



Low Bid	Liquid Polyphosphate (\$/gal)	WWTP Polymer (\$/dry lb)	WTP Polymer (\$/dry lb)
Hawkins, Inc.	13.50		
SNF Polydyne, Inc.		4.231	4.286



City Council Meeting

Date: September 17, 2024

Agenda Item: 6.E.

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Receive the annual report from the Boys and Girls Club of Deep East Texas.
(Steve Davidson, President - Boys and Girls Club of Deep East Texas)

SUMMARY/BACKGROUND: Steve Davidson, President of the Boys and Girls Club of Deep East Texas, will provide an annual report to City Council on activities and opportunities at the Boys and Girls Club, including information on our annual contract to provide a year-round indoor swimming facility for Nacogdoches citizens.

FINANCIAL:

Item is budgeted:

Account No.: 01.75.630.98

Account Name: *General Fund Non-Departmental*

Amount: \$70,000 total (paid in monthly installments)

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

Community Engagement/Diverse Environment

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

ATTACHMENTS: 1. BGC Annual Presentation 2024



Boys & Girls Clubs of Deep East Texas

NACOGDOCHES CITY COUNCIL PRESENTATION

TUESDAY SEPTEMBER 17, 2024

5:30 P.M.

The Boys & Girls Club of Nacogdoches originated in the late 1980's beginning at Mike Moses Junior High until a Capital Campaign helped build the club on Park Street in 1996.

The Boys & Girls Clubs of Deep East Texas, the City of Nacogdoches and the Nacogdoches Independent School District entered in to an agreement to build an aquatics center in 1998. After a capital campaign and a lead gift from the Lehmann family, the center opened in 2000.



The Aquatics center serves a number of roles in the community.

- Used by the children who are members of the Boys & Girls Club
- Used by Nacogdoches Independent School District Swim Team and water polo team
 - High School and Middle School
- Used by the Citizens of the City of Nacogdoches
 - General Swim – 3 times a day for 1-3 hour time slots – M – F
 - General Swim – 2 hours on Saturdays/Closed Sundays
 - Available for Rental by any Resident residing in Nacogdoches
- Lifeguard Trainings
- General Lifeguarding, CPR & First aid Classes
- Swim Lessons – Youth and Adults
- Collaboration with local Boy Scout troops and youth groups
- Water Aerobics

Statistical Numbers of Pool Usage

General Open/Lap Swim

- Hours offered = 1500 Hours over the School-Year and Summer
- Total Patrons attending = 4001
 - 3096 Adults
 - 905 Youth

Other Youth Served

USA Swim Team = 281 Participants

Swim Lessons = 342 Participants

Birthday Parties = 43 total party guests = 870

In the Fall of 2021, we received a 21st Century Grant

- Serving 6 additional school sites – underperforming students in underperforming schools
 - Three of those locations are in Nacogdoches
 - Fredonia (Now Mike Moses Elementary); BQJ; and Carpenter Elementary Schools
- The Grant runs for a period of 5 years – renewable annually
- Serve an additional 400 children in these locations
- The program is offered afterschool and during the summer months

Boys & Girls Club General Information

- Total Membership – $1507 + 447 = 1954$
 - School Year Members – ADA
 - 250 – Club Site
 - 308 – School Sites
 - Summer Members – ADA
 - 745 – Club Numbers
 - 200– School Sites
 - Sports Programs
 - Football – 275 registered
 - Communities of Nacogdoches, Lufkin, Diboll
 - Gymnastics
 - This past summer was our busiest since I arrived
 - Between the 3 facilities on our campus and our 21st Century Sites we served 945 unduplicated youth this summer.

Club Hours

- School Year – Monday – Friday 3:00 – 7:00 p.m.
- Summer Months – Monday – Friday 8:00 a.m. – 5:00 p.m.

Fees are kept affordable for all

- School Year – August through May - \$100.00 per year
- Summer - June – August - \$100.00 per summer for first child \$75.00 for additional
- Partnerships with Superior and Amerigroup – Medicaid
 - Will pay for either school year or summer registration fees

Membership Demographics

- Boys 49% Girls 51%
- Ages
 - Under 12 Years Old – 80%
 - Over 13 Years Old – 20%
- Ethnicity
 - Caucasian – 35%
 - African American – 36%
 - Hispanic - 21%
 - Multiple Races – 8%

- Family Breakdown
 - Both Parents – 57%
 - Single Parent – 43%
- Meals Provided to Member – 2023
 - 91,874 Total meals

Revenue Streams

	21/22	22/23
• Donations and Annual Campaign	13%	15%
• Fundraising Efforts	10%	13%
• Grants and Foundations	20%	24%
• Annual Contracts	22%	22%
• Membership Fees and Dues	26%	26%
• PPP Loan	9%	



City Council Meeting

Date: September 17, 2024

Agenda Item: 6.F.

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Receive the annual report from Keep Nacogdoches Beautiful. (Ashley Villareal, Keep Nacogdoches Beautiful Director)

SUMMARY/BACKGROUND: The City of Nacogdoches and Keep Nacogdoches Beautiful (KNB) entered into an agreement on October 1, 2023, for a one-year term whereby KNB will provide necessary staff, volunteer support, and technical and education expertise to further recycling programs and beautification within the City. As part of the agreement, KNB will provide the City with an annual report concerning KNB's budget, accomplishments and efforts regarding general recycling and beautification.

FINANCIAL:

No financial impact associated with this item

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

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

ATTACHMENTS: 1. KNB Overview 2023-2024



KNB

KEEP NACOGDOCHES BEAUTIFUL

KEEP NACOGDOCHES BEAUTIFUL MISSION:

Enhancing the community by encouraging individual responsibility in the areas of litter prevention, waste reduction, and beautification

- The annual funding received from the City of Nacogdoches has allowed Keep Nacogdoches Beautiful to continue fulfilling our Mission.
- KNB's partnership with the city includes:
 - Providing volunteers for city events
 - Ongoing beautification and litter abatement efforts
 - Educate the community on environmental concerns

KEEP NACOGDOCHES BEAUTIFUL VOLUNTEER BOARD OF DIRECTORS



- Tyrone Curl Chairman
- Jana Redfield Vice Chair
- Jill Milem Treasurer
- Brandi Derouen Secretary
- Brian Bray Immediate Past Chair
- Kelley Davis Board Member
- Alyssa Faykus Board Member
- Brent McLemore Board Member
- Jenny Rashall Board Member
- Eric Rearwin Board Member
- Cecilia Sarmiento Board Member
- Dawn Stover Board Member
- Kimberly Wagner Board Member

KEEP NACOGDOCHES BEAUTIFUL 2023-2024 PROGRAMS & EVENTS

- **TechCycle**
- **Adopt-A-Highway**
- **SFA's MLK Day of Service**
- **TX Arbor Day**
- **Waterway Cleanup**
- **SFA's The Big Event**
- **Tire Recycle Day**
- **Fall Sweep**
- **Festival Litter Management**
- **Christmas Lights Recycle**

TECHCYCLE SATURDAYS



- Partner with STS Electronics in Jacksonville to collect recyclable electronics
- Quarterly collections throughout the year that is open and free to the public
- Reduces illegal dumping and the number of items going to landfill
- Next collection date is November 16th



ADOPT-A-HIGHWAY



- *DON'T MESS WITH TEXAS* Campaign through TXDOT
- Quarterly litter clean up for designated 2 mile site on Loop 224
- Next clean up is September 28th



SFASU MLK DAY OF SERVICE & BIG Event

SFASU events where student volunteers are assigned to different service projects throughout the community.



Waterway Cleanup Event



- Every year, KNB hosts a waterway cleanup during the Month of March which is “Keep Texas Waterways Clean” Month and World Water Day is also in March
- In March 2024 we split into groups and cleaned up sections of Banita Creek



Earth Day at Pecan Park



- In April KNB participated in the library's Earth Day event
- KNB set up educational activities for youth
 - "Take Care of Texas" coloring/activity books
 - Take home seed starters in upcycled strawberry containers



Tire Recycle Day

- We partnered with The City of Nacogdoches and Cook Tire and held our 4th annual tire recycle collection
- We were able to collect over 900 unwanted tires
- Collected tires were picked up from Liberty Tire in Beaumont to be recycled
- This event helps keep these unwanted tires from being illegally dumped and out of our landfills



TX Arbor Day

- Event with the Garden Capital of Texas and the City of Nacogdoches
- On TX Arbor Day 2023, we planted 100 native trees at Coy Sims Softball Park
- Not only do we plant trees in our public places, but it gives us the opportunity to educate the community on how to properly plant and take care of tree saplings



Christmas Lights Recycle



- Collection bins were set up in the lobby of the Nacogdoches Recreation Center & Public Library
- The community could drop off old strands of lights, free of charge
- STS Recycling picked up the collected lights to be recycled

Festival Litter Abatement



- KNB volunteers provide litter abatement services for the Texas Blueberry Festival
- This year we will start providing these same services for the Dia de los Muertos Festival



The logo for the Citywide Cleanup Challenge features the words "Citywide" and "Cleanup Challenge" in a dark blue, serif font. The word "Citywide" is on the top line, and "Cleanup Challenge" is on the bottom line. There are four yellow starburst graphics: two on the left side of "Citywide", two on the right side of "Citywide", and two on the right side of "Cleanup Challenge".

Citywide Cleanup Challenge

- A new event that will consist of a friendly competition between the four wards in our city, to see who can pick up the most litter
- KNB is hoping to inspire our community to continue to pick up trash in the areas that they live and work, and to educate the importance of preventing litter in the first place
- The event will take place on Saturday, October 12th from 9am-noon
Head to www.keepnacbeautiful.org/ccc for more information

*thank
you*



Keep Nacogdoches Beautiful would like to thank the City of Nacogdoches Staff and City Council for supporting our organization and we are looking forward to continuing this partnership in the future.



City Council Meeting

Date: September 17, 2024

Agenda Item: 6.G.

PRESENTER:

ITEM/SUBJECT: Consider approval of the Nacogdoches Convention & Visitors Bureau FY 2024-25 Budget and Marketing Plan. (Convention & Visitors Bureau Director)

SUMMARY/BACKGROUND: In compliance with the Agreement between the City of Nacogdoches and the Convention & Visitors Bureau, the CVB shall propose an annual budget and marketing plan to City Council. The CVB Board of Directors approved the attached budget on August 26th, 2024. The budget includes an increase in the projected Hotel Occupancy Collection as provided by the Interim Finance Director.

FINANCIAL:

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

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

ATTACHMENTS: 1. Visit Nacogdoches



2024 REVIEW & 2025 OUTLOOK



Our Staff

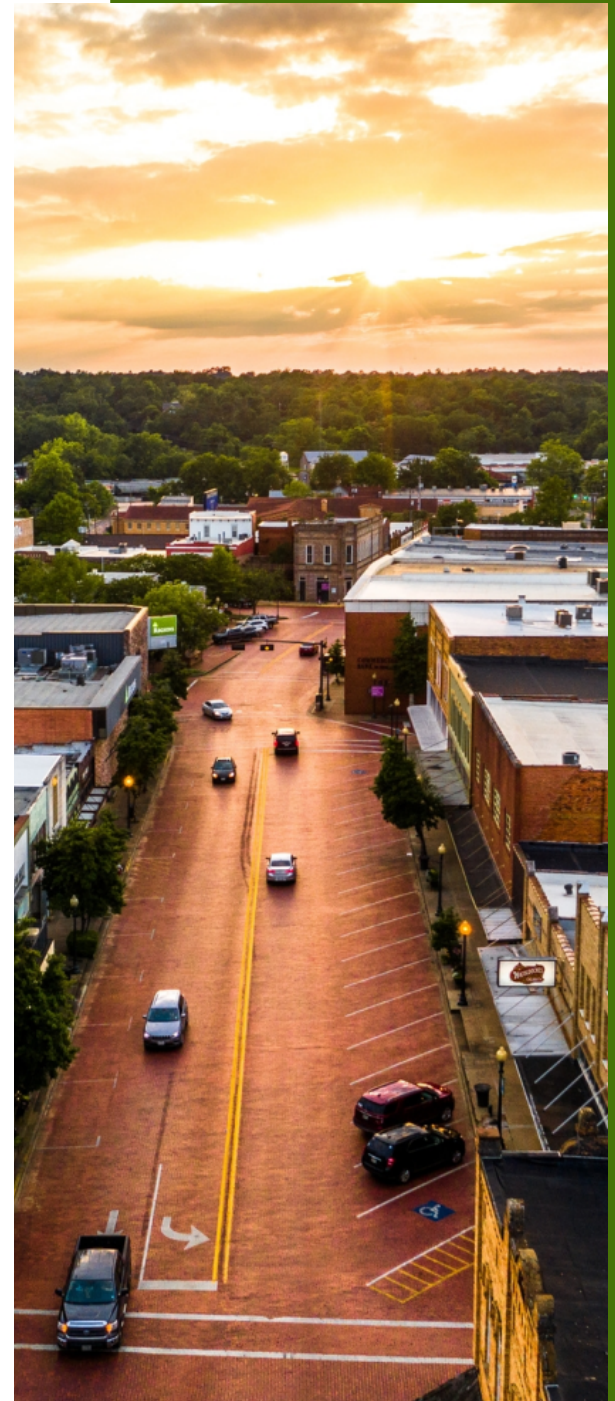
Introduction

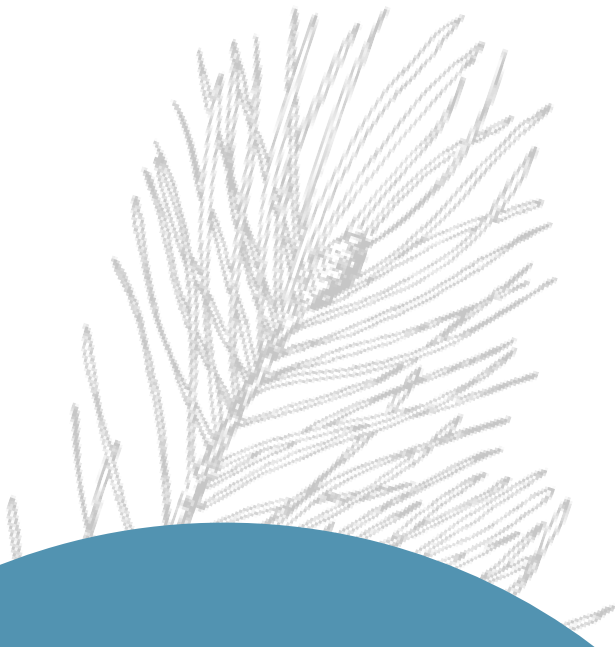
Our small but mighty team of four full-time employees and one part-time takes our job of being the first impression for visitors and future residents very seriously. Our combined experience, education and passion for Nacogdoches converts travelers into homesteaders, and brings business to Nacogdoches' local economy.



Mission & Purpose

To position Nacogdoches as a historic destination by attracting overnight visitors and positively affecting the city's economy. The Nacogdoches Convention and Visitors Bureau encourages, enhances and promotes tourism-related business and special events in the Nacogdoches area.





\$97.3M

**DIRECT TRAVELER
SPENDING IN
NACOGDOCHES
COUNTY IN 2023**

The Power of Tourism

Tourism = Tax Savings

Tourism is a powerful economic driver for Nacogdoches. Visitors purchase gas, meals, lodging, and patronize our businesses. Traveler spending not only supports our local businesses, but generates tax revenue that supports the efforts of the City of Nacogdoches.



~\$393

TAX DOLLARS

SAVED PER HOUSEHOLD
ANNUALLY DUE TO TOURISM

SOURCE: DEAN RUNYAN ASSOCIATES 4/2024

The State of Tourism in Nacogdoches



Annual Visitors

An estimated 35,000 visitors experienced Nacogdoches in 2023

Source: PlacerAi

Hotel Occupancy

Out of 999 available rooms, our hotels have averaged about 55.6% occupancy so far in 2024.

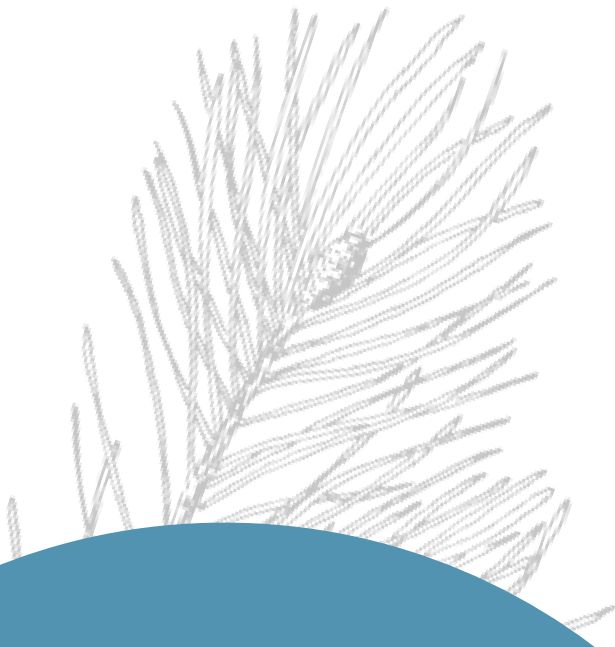
Source: STR Global



Short-Term Rentals

Out of 57 identified properties, STR's have had between 20% and 35% booking activity this year

Source: Rentalscape



72.5%

The CVB receives
72.5% of Hotel
Occupancy Tax
collected by the City of
Nacogdoches.

Funding

How we operate:

The majority of the CVB Budget is funded by Hotel Occupancy Taxes (HOT.) These funds are restricted in use. Approved uses of HOT are based on a two-part test. First, every expenditure must directly enhance and promote tourism and the convention and hotel industry. Every expenditure must also clearly fit into one of the nine statutorily provided categories:

- Funding the operation of convention and visitors bureaus
- Paying for administrative costs for facilitating convention registration
- Paying for tourism-related advertising and promotion of the city
- Expenditures that promote the arts
- Funding historical restoration or preservation programs
- Fund certain expenses, including promotional expenses, directly related to a sporting event
- Funding the enhancement or upgrading of existing sports facilities
- Funding transportation systems for tourists
- Signage directing tourists to sights and attractions that are visited frequently by hotel guests

Social Stats



Our Strategy

Information

We are the go-to source for all things happening in Nacogdoches for visitors and locals to enjoy.

Image

Our social media posts showcase Nacogdoches as vibrant community, and an attractive place to visit and reside.

Community

We've built a community with local partners that spread positive information about events in Nacogdoches.

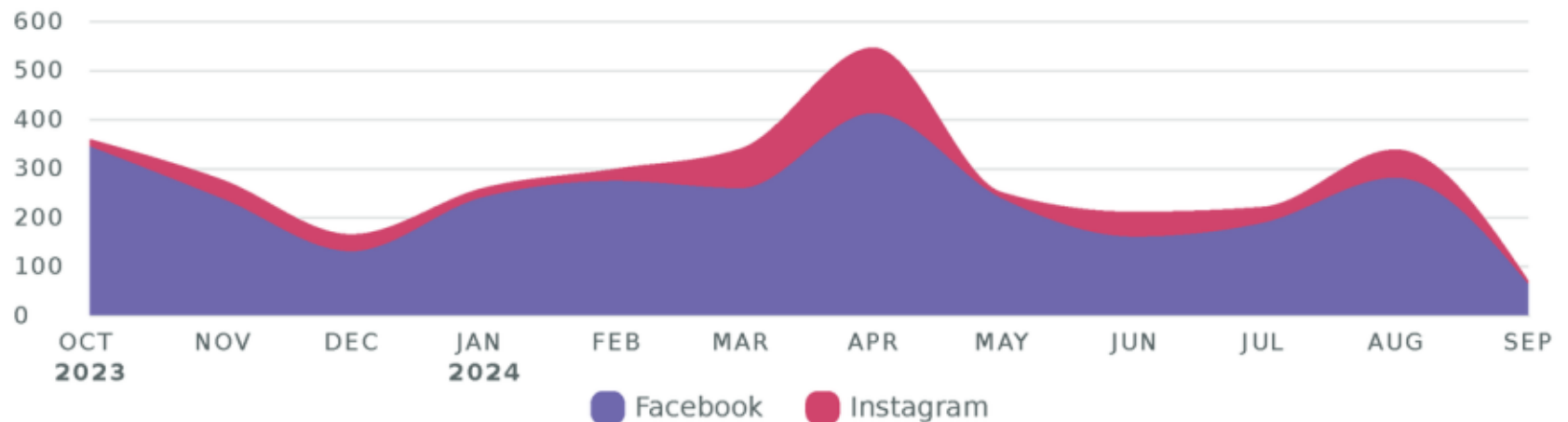
Partnership

We've built strong relationships with other local organizations to promote synergy and achieve mutual goals.

Audience Growth

See how your audience grew during the reporting period.

Net Audience Growth, by Month



Audience Metrics

	Totals	% Change
Total Audience	25,695	↗ 15.9%
Total Net Audience Growth	3,325	↗ 45.8%
Facebook Net Follower Growth	2,814	↗ 41.1%
Instagram Net Follower Growth	511	↗ 78.7%

All Users Add comparison

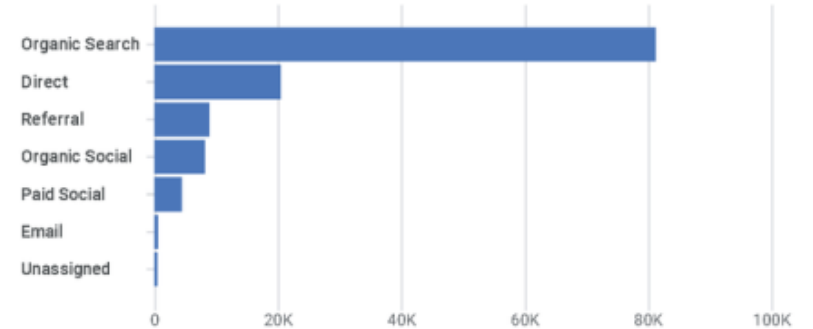
Last 12 months Sep 8, 2023 - Sep 8, 2024

Reports snapshot



WHERE DO YOUR NEW USERS COME FROM?

New users by First user primary channel group (Default Channel Group)



[View user acquisition](#)

Active users by Country



COUNTRY	ACTIVE USERS
United States	120K
Canada	639
United Kingdom	415
Germany	300
China	240
Ireland	221
India	213

[View countries](#)



Website Analytics

9/8/2023 to 9/8/2024

2024 EVENTS

Some dates subject to change

Nacogdoches Pro Rodeo.....	3/21-23/2024
Spring Brewfest.....	4/6/2024
SFA Gardens Plant Sale.....	4/6-7/2024
Kite Fest.....	4/7/2024
Wine Swirl.....	4/13/2024
Do Dat BBQ.....	4/27/24
Sale on the Trail.....	5/3-4/2024
Red Brick Bluegrass Festival.....	5/4/2024
Nacogdoches Summer Squash.....	5/18/2024
Texas Blueberry Festival.....	6/8/2024
Freedom Fest.....	7/4/2024
Old Town Rig Down.....	9/13-14/2024
Tobaccodoches Cigar Festival.....	10/19/2024
SFA Homecoming.....	10/26/2024
Dia de los Muertos.....	11/2/2024
Holiday in the Pines.....	11/21-23/2024
Wassail Fest.....	11/30/2024
Nine Flags Christmas Parade.....	12/7/2024
Christmas Tour of Homes.....	12/14/2024
Millard's Crossing Old Fashioned Christmas..	12/14/2024



visitnacogdoches.org



936-564-7351



Visit Nacogdoches



@visitnac

WHAT'S HAPPENING



Wednesday 8/28

Mid-Week Fuel Up
Taqueria Mi Rancho
Fredonia Brewery 5-9pm

Jordan Shrine World Circus
Nac County Expo & Civic Center
6:30pm

Wine Down Wednesday
A'na & Micah
Makemore's Ale House & Bistro 7pm

Friday 8/30

Pizza on the Pavilion
Andy's Wood-Fired Pizza
Naca Valley Vineyard 5-9pm

Music on the Patio
Enrique Munguia
Fredonia Hotel 6-9pm

Two Take Tim
Cottage Wine Bar 6-9pm

Cut & Light Event
Brendens BBQ, Drinks, & More
Nacogdoches Cigar Co. 6-9pm

Stephany Karback 6:30pm
Shali's Indian Kitchen on Wheels
Fredonia Brewery 4-9pm

Jake Shoemaker Live
Bottlecap Alley 7pm

Dem Roots Music
Old Tyler Road Cafe
8-11pm

Pickin' on the Porch: Steak Night
Chambers Smokehouse
Jonathan Webster 6-9pm
Front Porch Distillery 5:30-9:30pm

Burgers & Karaoke +
Family Fundraiser
Lugnutz Bar & Grill 8pm

Dollar Night
Banita Creek Hall
Opens @8pm

Multi-Day Events

SFA Faculty Exhibit
Cole Art Center
Aug. 20 - Oct. 18

Thursday 8/29

Pemberley's Afternoon Tea
Pemberley's at The Jones House
4pm

Pint Night
Makemore's Ale House & Bistro
4-10pm

SFA Football VS North
American University
Alumni Corner Tailgate 4pm
Kickoff @ Homer Bryce Stadium 7pm

Pizza on the Pavilion
Andy's Wood-Fired Pizza
Naca Valley Vineyard 5-9pm

Rosé Day!
The Cottage Wine Bar 5-9pm

SFA Art Faculty Exhibition/Reception
The Cole Art Center 5-7pm

Music Bingo: Iconic Women of
Country Music
Reed's Fish & More
Front Porch Distillery 6:30pm

Lone Star Trivia @ 7pm
Shali's Indian Kitchen on Wheels
Fredonia Brewery Open 5-9pm

Steak Night
Lugnutz Bar & Grill 8pm

Ladies Night
Banita Creek Hall
Doors @ 8pm

Saturday 8/31

Farmers Market
Nacogdoches Farmer's Market
9am-12pm

PAL's 4th Community Heroes
Hoops Tournament
McMichael Middle School 11am-4pm

Bikes, Burgers, & Beer
Lumberjack Harley-Davidson 12-3pm

Pizza on the Pavilion
Andy's Wood-Fired Pizza
Naca Valley Vineyard Open 12-9pm

SFA Planetarium Shows
SFA Planetarium
3pm, 4:30pm, & 7pm

FloatChella End of
Summer Concert
Huffie and the Paint Fish
Lake Nacogdoches East Park 6-8pm

The Bamboo Tones 6pm
Shali's Indian Kitchen on Wheels
Fredonia Brewery Opens @ 12pm

Jay & Linda
The Cottage Wine Bar 6-9pm

Pickin' on the Porch: Caleb Lane
Chambers Smokehouse
Front Porch Distillery 7-10pm

Hudson Westbrook
Banita Creek Hall
Opens @8pm

Sunday 9/01

Sunday Funday
Rebellion Pizza
Fredonia Brewery 12-5pm

Makemore's Ale House & Bistro
Weekend Brunch 11am-3pm
Pint Night 4:30-10pm



Recent Ads

EXPLORE THE *Oldest Town* IN TEXAS

Get lost in the majestic hills of East Texas' pine forests, where natural beauty, history and small-town charm abounds.

Plan your getaway at
VisitNacogdoches.org

Nacogdoches
Texas Starts Here







OLD TOWN, *New Experiences*

THE FREDONIA HOTEL

Freshly renovated to marry the rich history of the hotel and downtown Nacogdoches with modern luxury and amenities, [The Fredonia Hotel and Convention Center](#) welcomes up to 1,000 guests with flexible indoor and outdoor event space. With 20,000 square feet of indoor meeting space equipped with high-tech audiovisual technology along with delicious on-site catering for every occasion, The Fredonia is your event destination in East Texas. The locally owned, boutique vibe offers a unique and personalized experience that your guests will rave about.

ABOUT NACOGDOCHES

Don't be fooled into thinking the Oldest Town in Texas can't keep up with the big leagues. Escape to the Pineywoods known for spacious gardens, stunning brick-streets and hospitable locals. Our small-town charm combined with big ideas will be a breath of fresh air compared to the hustle and bustle of large cities.

936-564-7351 | visitnacogdoches.org

SCAN TO SUBMIT
YOUR RFP



Make lasting memories in the Oldest Town in Texas.

Contact us:
936-564-7351
@visitnac
visitnacogdoches.org

SCAN TO
LEARN MORE!





Fall Foliage and Football

Nothing says autumn like football and falling leaves. Take in a full serving of both on college football Saturdays in the Garden Capital of Texas. Plan your fall fun weekend with the VisitNac app or at VisitNac.com



888-564-7351 | VisitNac.com



The Berry Best of Texas

There's no sweeter way to spend a summer day than at the Texas Blueberry Festival. You'll enjoy live music, games for the kids, great food and bushels of sweet, healthy blueberries. Give summer a fresh start!

Learn more with the Visit Nac app or at VisitNac.com

Texas Blueberry Festival
June 8th

Scan for
Full List of
Events



888-564-7351 | VisitNac.com

Award Winning Team

Awards won at the 2024 TACVB (Texas Association of Convention & Visitor Bureaus) Annual Conference in Austin, TX on August 21st



**1st Place -
Video & Storytelling**

**2nd Place -
Community/Local
Engagement**

**3rd Place -
Meetings & Event
Promotion**



CVB Board Priorities

2024-2025

Launch New Website
Expected 3/2025

**Increase Billboard
Presence**

**Continuing
Education for Staff**

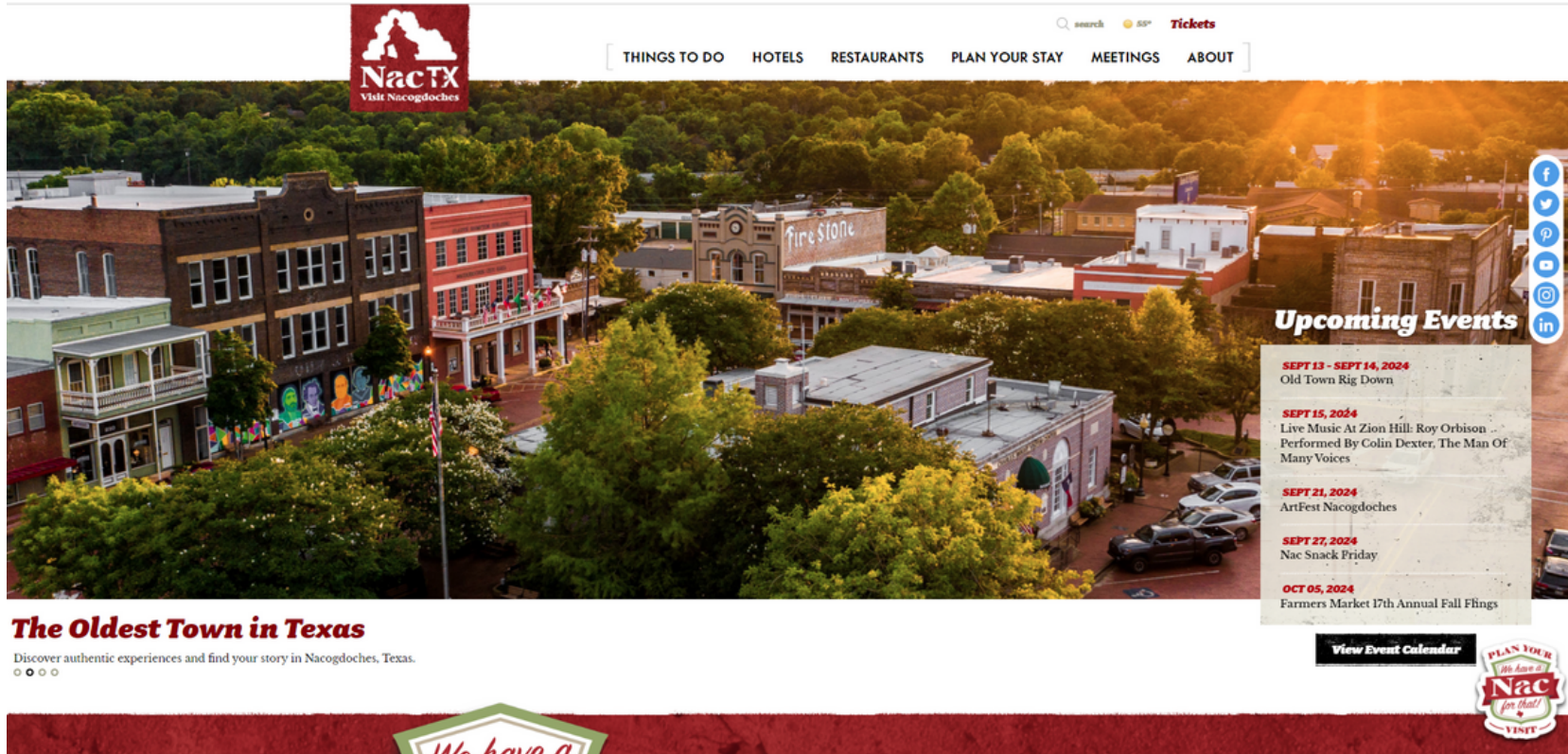
**Update Bylaws to
reflect current
position with City**

**Increase occupancy in
hotels and
short-term rentals**

**Increase volume of
conventions and
conferences**



Coming up in 2025



**VisitNacogdoches.org is
getting a makeover!**

FY 2024-25 Budget

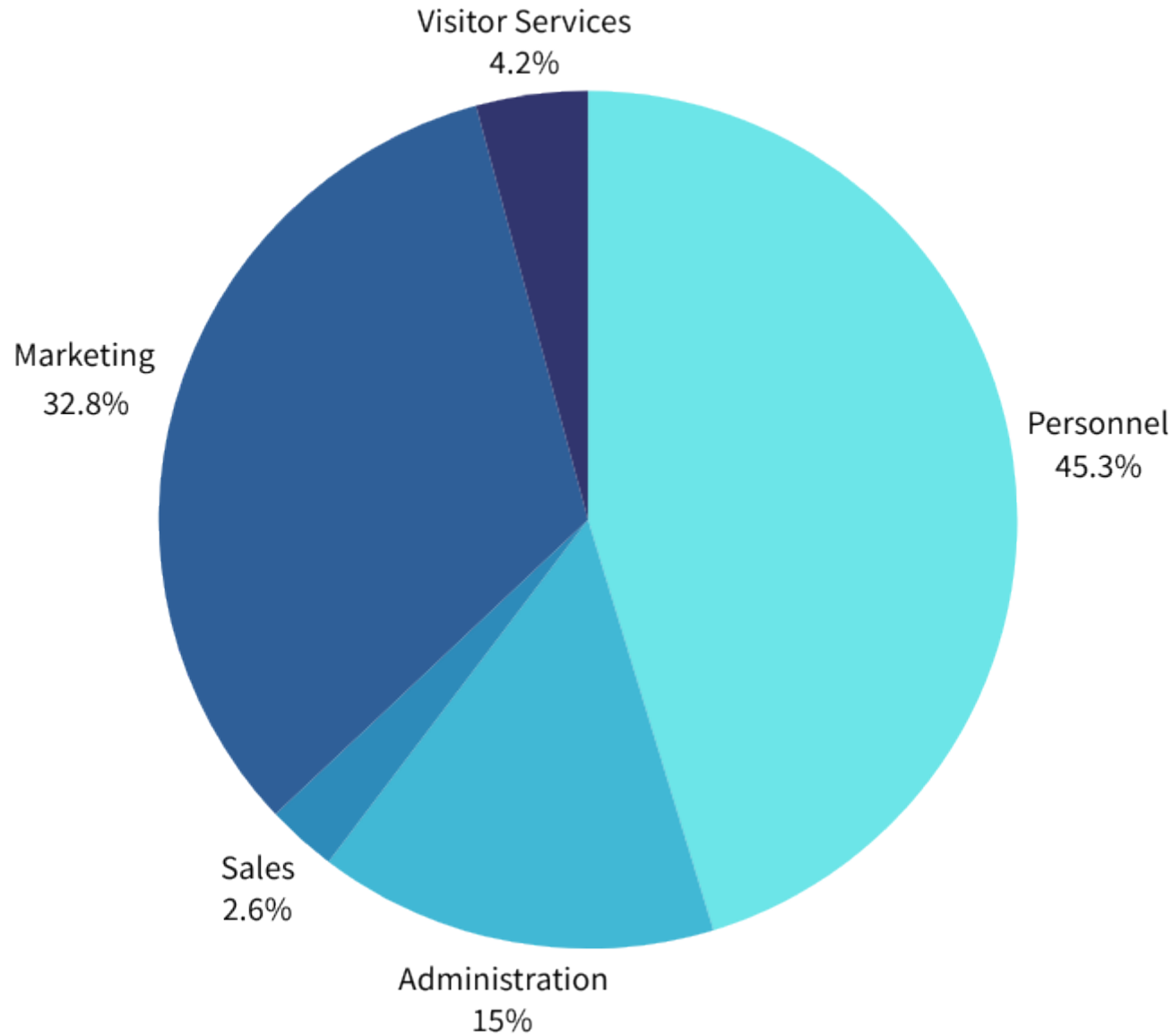
Approved by CVB Board on 8/26/2024

FY 2023-24 Budget: \$580,000

**Projected FY 2024-25
CVB allocation: \$677,000**

CVB Board Approved Budget: \$670,625

Budget Breakdown



Get Connected With Us

Contact Information



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