



NOTICE OF REGULAR MEETING AND AGENDA
Nacogdoches City Council
5:30 p.m., Tuesday, September 4, 2012
City Council Room – City Hall - 202 E. Pilar Street

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

1. Call to order.

2. Invocation.

3. **PRESENTATIONS AND RECOGNITIONS:**

Presentation to Helen Dusher on behalf of her mother, Elena Mamantova designating to Mrs. Mamantova the "Righteous Among the Nations" award from the Israeli Consulate for risking her life to help Jewish persons during the period of the Holocaust. (Representatives of the Israeli Consulate)

4. Items to be removed from Consent Agenda.

5. **CONSENT AGENDA: Items included under the Consent Agenda require little or no deliberation by the Council. Approval of the Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.**

A. Consider approval of minutes from regular session of August 21, 2012. (City Secretary)

B. Consider an amended resolution authorizing the Texas General Land Office (GLO) to provide competitive pricing to cover the electric power needs of the City for the period of January 1, 2014 to May 31, 2018. (City Manager)

REGULAR AGENDA:

6. Consider approving "Come Back to the Library" fine forgiveness week at the Judy B. McDonald Public Library. (Library Director)

7. Consider renewing Interlocal Agreement between City of Nacogdoches and Nacogdoches County Expo Center whereby the City provides \$95,000 per year of Hotel Motel tax. (City Manager)

8. Receive annual report from the Nacogdoches Economic Development Corporation (NEDCO) and consider contract renewal. (NEDCO representative)

9. Consider adoption of FY 2012-2013 budget. (City Manager)

10. Consider ordinance approving the 2013 tax rate. (City Manager)

11. EXECUTIVE SESSION: Confirm appointment of Human Resources Director, as per G. C. Section 551.074. (City Manager)
12. Open for action, if any, on Item 11.
13. Adjourn.


Lila Fuller, 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 the Attorney General of Texas at 1-800-252-8011; the City Secretary at 936/559-2504 or visit the City of Nacogdoches web site at www.ci.nacogdoches.tx.us.

The Nacogdoches City Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (936) 559-2504 or FAX (936) 559-2912 for further information.

CERTIFICATION

I certify that the above notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on Friday, August 31, 2012 at 5:00 p.m.

Lila Fuller, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the directory outside of City Hall on the ____ day of September 2012.

Name: _____ Title: _____

ITEM NO. 5-A

CITY OF NACOGDOCHES AGENDA INFORMATION SHEET:

PROJECT: **CONSENT AGENDA:** Consider approval of minutes from regular session of August 21, 2012.

MEETING DATE: **September 4, 2012**

CITY CONTACT: Lila Fuller, City Secretary - 559-2504

ATTACHMENTS: **Minutes**

DRAFT

MINUTES
Regular Session
Nacogdoches City Council
August 21, 2012 – 5:30 p.m.
City Council Room – City Hall
202 E. Pilar Street

Regular Session:

Those Present:

Mayor Roger Van Horn; Council members Shelley Brophy, Roy Boldon and Bob Dunn; City Manager Jim Jeffers, City Attorney Rob Atherton and City Secretary Lila Fuller.

Call to Order.

Mayor Van Horn at 5:30 p.m. A quorum was established. Council member Norton had an excused absence.

2. Invocation.

Council member Boldon gave the invocation.

3. Presentations and Recognitions.

Mayor Van Horn recognized Linda Flores for her volunteer efforts as the Chief Service Officer as part of the Cities of Service initiative and her work with the “Color Me Read” summer reading program at the Judy B. McDonald Public Library.

Mayor Van Horn presented the 230th Purple Heart Anniversary Proclamation to C. W. “Bud” Nettles, Jim Newberg and Don Kirkley representing Purple Heart recipients.

4. Items to be removed from the Consent Agenda.

None.

5. CONSENT AGENDA: Items included under the Consent Agenda require little or no deliberation by the Council. Approval of the Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.

A. Consider approval of minutes from regular session of August 7, 2012.

Approved as submitted.

B. Consider changes to the Judy B. McDonald Public Library policy on fees for services.

Approved cost of inter-library loan requested from \$3.00 to \$2.75 to satisfy the requirement by Texas State Library and Archives Commission as presented.

C. Consider Ordinance amending Ordinance 1576-9-11 to include funding from the 2008 TxCDBG Ike Recovery Award Round 1 Contract DRS010123 in the amount of \$1,404,736 for generator installations in the Wastewater Department (24.39.560.62).

Approved as presented. (Ordinance No. 1604-8-12)

D. Consider award of bid for the 2008 Hurricane Ike Round 1.1 Recovery Supplemental Project Contract DRS 10123 for two additional Wastewater Department generators.

Bid awarded to White Electric in the low bid amount of \$99,654 (Acct. No. 24.560.62)

Minutes unofficial until approved by City Council

DRAFT

E. Consider Resolution designating City Manager, Finance Director and City Secretary as authorized signatories and appoint Labor Standards Officer, Section 3 Coordinator and Section 504 Officer for GLO-DR Round 2.2 Contract 12-488-000-6660/DRS220123.

Adopted as presented.

*Labor Standards Officer – Stacy Corley, Grant Coordinator
Section 3 Coordinator – Stacy Corley, Grant Coordinator
Section 504 Officer – Larissa Philpot, City Planner
(Resolution No. 1129-8-12)*

Council member Brophy moved to accept the consent agenda as presented. The motion was seconded by Council member Dunn and unanimously passed.

REGULAR AGENDA:

6. Receive summary presentation of employee health benefit plan.

Jeff Summers with Bancorp South Insurance Services, Inc. presented a brief overview of the City's current employee benefit plan and the estimated funding for FY 2012-13. He presented the following:

- Current Cash Balance – Employee Benefits Funds 7/31/12 \$885,487
- Yearly Claims & Fixed Cost Comparison
 - July 2011 – June 2012 \$2,042,184
 - July 2010 – June 2011 \$1,599,680
- Blue Cross Blue Shield Network Savings Year To Date 61.1%
- Pharmacy %
 - Generic 70.2%
 - Brand 29.8%
- Projected Claims & Fixed Costs 2012/2013 Plan Year \$2,130,000
- Maximum Claims & Fixed Costs 2012/2013 Plan Year \$2,435,000
- Funding Increase for the 2012/2013 Plan Year 10.15%
- Estimated Funding for the 2012/2013 Plan Year Based on Current Enrollment \$1,915,000

Council member Dunn moved to accept the proposed employee health benefits for FY 2012-13 as presented. The motion was seconded by Council member Boldon and unanimously passed.

7. Consider approval of FY 2013 annual budget for the Nacogdoches Convention and Visitors Bureau.

Melissa Sanford, CVB executive director, gave a brief update of the CVB activities. She stated the proposed budget reflected a 12% decrease over the FY 2011-12 budget, with the same percentage of hotel tax funds from the city at 72.5%.

Susan Pack Reents, owner/manager of Hotel Fredonia appeared and stated she would like to see more involvement by hotel and motel representatives during the convention and recruitment process. She indicated there were more opportunities for recruitment of conventions than were being pursued and stated the Hotel Fredonia convention center was the same size as the new civic center, so there were facilities available now. She didn't feel the CVB was marketing as well as it could for conventions and encouraged the use of a "hospitality team" consisting of hotel operators, restaurant operators and CVB staff to attend trade shows in order to show how friendly Nacogdoches is. Ms. Reents indicated a better job could be done marketing Nacogdoches and taking advantage of cooperation among businesses to best utilize advertising dollars that would benefit all business owners in Nacogdoches and questioned the use of the same business to consult on advertising and to do the advertising work.

DRAFT

Council member Brophy moved to approve the CVB budget for FY 2012-13 as presented. The motion was seconded by Council member Boldon and unanimously passed.

8. **PUBLIC HEARING: Consider request of John D. Session dba Elite Cab Company, to operate a Taxi Franchise to run three (3) taxicabs in Nacogdoches.**

This item was withdrawn from consideration.

9. **Consider an Ordinance amending Chapter 74 “Parks”, Article III “Regulations” of the Code of Ordinances of the City of Nacogdoches, Texas for the purpose of adding Section 74-65 “Off-Lease Dog Park Facility.”**

Larissa Philpot, city planner described the proposed dog park project that would allow area dogs to be off-leash and in a fenced area with amenities for dogs, such as low water bowls and waste receptacles. She explained the proposed location was Banita Creek Park north and would have a fenced area for large dogs and a separate fenced area for small dogs. She stated private funding had already raised \$10,000 of the proposed \$11,000 start up costs. She stated a second phase of the project would bring a maximum total of \$22,000 for full completion. Healthy Nacogdoches volunteers would be responsible for cleaning of the park.

Ms. Philpot went on to explain that in order for dogs to go unleashed in the park area, an ordinance amendment to the current leash law would be required.

Council member Dunn moved to adopt an ordinance amending Chapter 74, Article III, Section 74-65 allowing for the off-leash dog park facility as proposed. The motion was seconded by Council member Boldon and unanimously passed. (Ordinance No. 1605-8-12)

Ms. Philpot stated as soon as the remaining funds for start-up were raised construction would begin.

10. **Consider selection of firm for “way finding guide signs” project.**

Sarah O'Brien, main street manager, stated since 2009 staff has been working with the CVB, Chamber, NEDCO and SFASU on developing a comprehensive signage program for the City of Nacogdoches. The most recent focus has been on developing a comprehensive way finding signage program that would guide the traveling public to major civic, cultural, visitor and recreational designations within a specified area with a minimum number of signs. RFPs were sent out earlier this summer and staff is recommending National Sign Plazas as the consulting firm to use for project design, engineering and location of signs. She stated the estimated costs for the project were \$90,000-\$120,000 and exact costs would be determined once a scope of work was established by the consultants. The project will be funded from hotel occupancy tax revenue and other community funding sources identified by the CVB.

Susie Lower, curator of Millard's Crossing historic village appeared and spoke in support of the project and the need for signage to direct tourists to their site.

Susan Pack Reents, owner/manager of Hotel Fredonia spoke in support of the much needed project as well.

Council member Brophy moved to approve the selection of National Sign Plazas as consultant for the design, engineering and location of way finding guide signs as recommended. The motion was seconded by Council member Dunn and unanimously passed.

DRAFT

11. PUBLIC HEARING: Present FY 2012-2013 budget and receive comments.

Jim Jeffers, city manager, gave a brief overview of the proposed FY 2012-2013 budget giving the following highlights:

- Proposed tax rate - .562
- General Fund proposed operating expenditures - \$21,939,733
- 2% increase over FY 2012 Budget
- Utility Fund proposed operating expenditures - \$18,208,555
- 1% increase over FY 2012 Budget
- Sanitation Fund proposed operating expenditures - \$5,561,335
- 2% increase over FY 2012 Budget
- No adjustment in sewer, sanitation and landfill gate rates
- Water rates being analyzed with recommendation at end of calendar year
- 3% Cost of Living pay adjustments
- Major Capital Expenditures
 - General Fund
 - Streets \$ 710,000
 - Recreation Roof Repair \$ 155,000
 - Equipment \$ 833,210
 - Utility Fund
 - Water Wells (new & rehab) \$5,450,000
 - Water Distribution System Improvements \$3,650,000
 - 24" Banita Creek Sewer Line Replacement \$1,500,000
 - Equipment \$ 846,500
 - Sanitation Fund
 - Design& Construction Block O \$3,000,000
 - Equipment \$ 536,330

Mayor Van Horn opened the public hearing.

William Sanders, 813 Lucas Street, appeared and spoke of the need for sidewalk improvements. Mr. Jeffers stated that there was a need for sidewalks and sidewalk improvements, but the discretionary funds were not there to make the improvements. He stated staff continues to seek grant funding and some funding had been received for sidewalk improvements in the Southeast Ward.

There being no one else present desiring to be heard, the public hearing was closed.

No action necessary at this time.

12. Adjourn.

Mayor Van Horn adjourned the meeting at 7:07 p.m.

Mayor Roger Van Horn
City Council
City of Nacogdoches

ATTEST:

Lila Fuller, City Secretary

Minutes approved September 4, 2012.

**CITY OF NACOGDOCHES
AGENDA INFORMATION SHEET:**

PROJECT: CONSENT AGENDA: Consider an amended resolution of the City of Nacogdoches authorizing the Texas General Land Office (GLO) to provide competitive pricing to cover the electric power needs of the City for the period of January 1, 2014 to May 31, 2018.

MEETING DATE: September 4, 2012

DESCRIPTION: On August 7, 2012 the City Council approved a resolution authorizing the Texas General Land Office (GLO) to provide competitive pricing for the electric power needs of the City for the period of January 1, 2014 through December 31, 2017. However the interlocal agreement is for the period of January 1, 2014 through May 31, 2018, because the longer period provided the best price.

RECOMMENDATION: Approve amended resolution extending the interlocal agreement for competitive pricing for electrical power from 48 months to 53 months.

CITY CONTACT: Jim Jeffers, City Manager
936-559-2501
jeffers@ci.nacogdoches.tx.us

ATTACHMENTS: N/A

CITY OF NACOGDOCHES AGENDA INFORMATION SHEET:

PROJECT: Consider Nacogdoches Economic Development Corporation (NEDCO) annual report and Professional Services Contract renewal.

MEETING DATE: September 4, 2012

DESCRIPTION: Nacogdoches Economic Development Corporation receives \$95,000 from the City of Nacogdoches. NEDCO will present an update on the services they provide the City.

The contract with Nacogdoches Economic Development Corporation was renewed with the following changes at the City Council meeting of May 1, 2012.

- The addition of "recruitment" in addition to assisting retail, industrial and manufacturing businesses to relocate to the City.
- The addition of growth of the sales tax collected by the City.
- Prior to NEDCO submitting a comprehensive program of action to the City Council, the City Manager shall submit to NEDCO recommendations concerning the comprehensive program of action specific to City needs.
- The addition of a performance evaluation which allows City Council to view various criteria as indicators of NEDCO's effectiveness.
- Shifting payment from NEDCO from annually to quarterly as a part of the City's cash flow management program.
- NEDCO will provide bi-annual or semi-annual reports instead of annual.
- Contract may be renewed annually.

RECOMMENDED ACTION: Renew contract with the Nacogdoches Economic Development Corporation.

CITY CONTACT: Jim Jeffers, City Manager
jeffers@ci.nacogdoches.tx.us
936-559-2501

ATTACHMENTS: Current Contract

**NACOGDOCHES ECONOMIC DEVELOPMENT CORPORATION
PROFESSIONAL SERVICES CONTRACT**

STATE OF TEXAS §

COUNTY OF NACOGDOCHES §

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

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

**ARTICLE I
Services**

In consideration of City's agreement to pay monies to NEDCO from utility and tax revenues, as hereinafter provided, NEDCO agrees to undertake economic development activities for the promotion, recruitment and assisting retail, industrial and manufacturing business to relocate to the City of Nacogdoches and Nacogdoches County and further the expansion or retention of existing local business, to increase employment, reduce unemployment and underemployment and increase the local property and sales tax base, as hereinafter provided. The City sales and property tax base is best enhanced when businesses and industry locate inside the City limits.

The City resolves NEDCO is specifically authorized and contracted to act on City's behalf to further the public purpose stated herein and in NEDCO's Articles of Incorporation, both of which the City approves.

Specifically, but without limitation, NEDCO agrees as follows:

- 1.1. To promote the construction, lease or use of local private or public facilities.
- 1.2. To conduct coordinated state, regional, and national advertising, publicity and promotion campaigns emphasizing facilities and incentives offered in the City to business and industry, as well as the benefits of locating in the greater Nacogdoches area.
- 1.3. To maintain and make available through the NEDCO website and upon demand a current database of property and facilities available for business and industry, as provided by property owners or their representatives.
- 1.4. To distribute by electronic and print media attractive and informative brochures or advertisements detailing advantages and incentives available.
- 1.5. To participate with appropriate state and federal agencies to assure favorable economic development activities are pursued.

1.6. To solicit economic development conventions and business development meetings for the education of local businesses.

1.7. To hire, manage, discharge and pay full-time staff necessary to undertake an aggressive economic development program for the City and vicinity.

1.8. To work closely with the City Manager and City Council to provide a unified economic development program.

1.9. To cause NEDCO to appear from time to time, at the request of the City Council or City Manager, to discuss NEDCO programs and activities.

**ARTICLE II
NEDCO Marketing Plan**

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

**ARTICLE III
Performance Evaluation**

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

**ARTICLE IV
Compensation**

The City shall pay NEDCO \$23,750.00 quarterly for a total of \$95,000.00 annually for services.

**ARTICLE V
Term**

The term of this agreement shall begin October 1, 2011, and shall remain in effect until September 30, 2012, renewable for additional one-year periods at the option of the City, subject to appropriations. NEDCO shall annually have an independent audit and prepare a report covering the terms set forth herein and all funds expended.

The following operating procedures are hereby adopted:

- 1) Budget. NEDCO shall submit to City a proposed program (including a marketing plan) and corresponding line item budget no later than September 1 of each year the contract is in effect for review and consultation.
- 2) Reports. A progress report of activities and financial operations shall be made at least semiannually.
- 3) Record Retention. All original documents, deeds, articles of incorporation, charters, 501-c(3) authorizations and similar fundamental documents will be maintained in perpetuity. All canceled checks and other financial records will be maintained for a period of six (6) years after the close of a fiscal year.
- 4) Audit. All accounting procedures, records and reports shall be available for inspection by a duly authorized representative of City. An independent audit of the program's financial records or a report on agreed upon procedures, by a qualified Certified Public Accountant, shall be furnished to the City within one hundred twenty (120) days of the close of each fiscal year.

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

ARTICLE VI Withdrawal by NEDCO

NEDCO may withdraw from this agreement if the City materially breaches this agreement and such breach remains uncured for sixty (60) days after actual written notice to the City describing such breach and demanding its cure.

ARTICLE VII Withdrawal by the City

The City may withdraw from this agreement if NEDCO materially breaches this agreement and such breach remains uncured for sixty (60) days after the actual written notice to NEDCO describing the breach and demanding its cure.

ARTICLE VIII Term and Appropriations

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

**ARTICLE IX
Independent Contractor**

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

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

**ARTICLE X
Non-Exclusive**

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

Applicable Laws

10.2. 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.

Non-Waiver

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

Venue

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

Governing Law

10.5. The validity of this agreement and of any of its terms or provisions, as well as rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Severability

10.6. In case any one or more of the minor provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had ever been contained herein.

Notice

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

Effective Date

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

Modification

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

Headings

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

Approval

10.11. This agreement shall be executed by duly authorized official(s) of each party as expressed in the approving resolution of the governing body of each such party, a copy of which is attached hereto as Exhibit "A" and this agreement shall remain in effect until rescinded by resolution of such governing body and notice of that action is transmitted in writing to all other parties to this agreement.

Counterparts

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

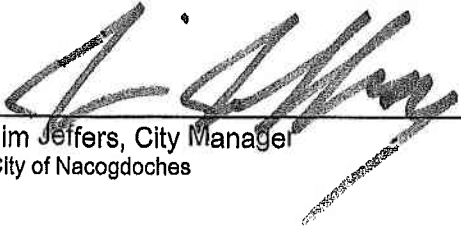
Assignment

10.13 NEDCO may not assign this contract without prior written consent of City.

Open Records

10.14 NEDCO understands receipt of payment for these services may subject all or part of NEDCO's records to the Texas Open Records Act, but only to the extent required by law.

Executed and effective as of the 1st day of May 2012.



Jim Jeffers, City Manager
City of Nacogdoches



Bill King, President/CEO
Nacogdoches Economic Development Corporation

**CITY OF NACOGDOCHES
AGENDA INFORMATION SHEET:**

PROJECT: Consider approving "Come Back to the Library" Fine Forgiveness Week at Judy B. McDonald Public Library.

MEETING DATE: September 4, 2012

DESCRIPTION: Each month dozens of library materials go into a status of "lost" because library patrons do not return them. Many of these items are children's books and study materials. Some customers with overdue books or fines simply never return to the library because they are afraid of what the fines might be. We hope that reducing fines will encourage people to return library materials. Typical costs of materials:

- GED book- \$24.95
- Juvenile book- \$15.99
- Adult fiction book- \$23.00
- DVD feature film- \$20.00

COST: None

SCHEDULE: October 6, 2012 to October 12, 2012.

RECOMMENDED ACTION: Authorize the library staff to forgive fines on materials during the "Come Back to the Library" Fine Forgiveness Week.

CITY CONTACT: Mercedes Franks, Library Director, 559-2945,
franksm@ci.nacogdoches.tx.us

ATTACHMENTS: Come Back to the Library" Fine Forgiveness Week Proposal.

Proposal for “Come Back to the Library- Fine Forgiveness Week”

Date: October 6, 2012 through October 12, 2012

Kick Off Event, October 6, 2012:

- Balloons for kids
- Light refreshments in the foyer
- Discarded or donated children’s books will be given away. Two books per family maximum.

*Friends of the Library will pay for these costs.

What:

Return your long overdue library books or materials to have your fine forgiven or reduced. Items must be brought in person and given to a library staff member in order to have the fine forgiven. Items must be in good condition.

What will be forgiven:

- 100% of fines or fees on overdue items when the item(s) is returned in good condition.
- 100% of fines or fees that are 10 years old or older.
- Current library fines or lost book fees less than 10 years old:
 - 50% off library fines or lost book fees

- OR 100% of the fines will be waived if a \$20.00 donation is made to Boys & Girls Club.
- 100% of the fines or fees will be forgiven for patrons who were younger than 14 when they received the fine(s).

What will NOT be forgiven:

- Fines on SFA materials
- Fines on lost books (overdue) if the book is returned in poor condition.
- Fines on lost books (overdue) if the book or materials is not returned. (if the book has been lost less than 10 years old.)

Publicity ideas:

- Contact people with lost books by telephone call or mail
- City's Facebook page
- Flyers
 - Bulletin boards
 - WIC office
 - East Texas Health Clinic
 - Head Start
- Newspaper ad
 - Daily Sentinel
 - La Lengua Spanish Language Newspaper
- Radio ad
- Lawn signs around town
- Community calendars

- School librarians/schools
- Mailers in library notices

Benefits of the program:

- People who have been reluctant to return to the library because of the library fines they owe will use the library again.
- We get our long overdue items returned.
- The Boys & Girls Club benefits from any money collected and has their needs publicized.

**CITY OF NACOGDOCHES
AGENDA INFORMATION SHEET:**

PROJECT: Consider renewing Interlocal Agreement between City of Nacogdoches and Nacogdoches County Expo Center whereby the City provides \$95,000 year of Hotel Motel Tax

MEETING DATE: September 4, 2012

DESCRIPTION: The Expo Center hosts a variety of special events attracting out of town visitors like the Oldest Town in Texas Motorcycle Rally, Pro Bull Riding, Great East Texas Mud Race, and more. The City contracts annually with the Expo Center to assist with those events. The term of this agreement is for one (1) year and shall automatically renew annually unless terminated by either party at least 90 days prior to the expiration of the current term.

COST: The City of Nacogdoches contracts annually with the Expo Center by providing (1) \$95,000 per year from the Municipal Hotel Occupancy Tax to assist in retention and development of those special events.

RECOMMENDED ACTION: Approve renewing Interlocal Agreement between the City of Nacogdoches and the Nacogdoches County Expo Center effective October 1, 2012.

CITY CONTACT: Jim Jeffers, City Manager
jeffers@ci.nacogdoches.tx.us
936-559-2501

ATTACHEMENTS: Contract

NACOGDOCHES COUNTY EXPOSITION CENTER COMPLEX INTERLOCAL AGREEMENT

STATE OF TEXAS

COUNTY OF NACOGDOCHES

I. Parties

This Agreement is made and entered into by and between NACOGDOCHES COUNTY with its offices located at 101 W. Main, Nacogdoches, Nacogdoches County, Texas (the "County") and THE CITY OF NACOGDOCHES, an incorporated home rule municipality with its offices located at 202 E. Pillar, Nacogdoches, Nacogdoches County, Texas (the "City").

II. Authority

Each party is acting by and through its duly elected officials heretofore duly authorized to act. The parties are further acting in accordance with the Texas Constitution, the V.T.C.A., Government Code Section 791.001 et seq, the Interlocal Cooperation Act, V.T.C.A., Tax Code Section 351.001 et seq, and other statutes of the State of Texas.

III. Purpose and Findings

The County has the Nacogdoches County Exposition Center (the "Exposition Center.") Such facilities include those described in V.T.C.A. Tax Code Section 351.001(2) which are used for the purposes described in V.T.C.A. Tax Code Section 351.101(a) including without limitation 351.101(a) (1), (2) and (3). Such purposes are governmental functions and services of both the County and City. This agreement will increase the efficiency and effectiveness of each party in delivering such functions and services.

IV. Formation

The parties agree to enter into and by this agreement do enter into an agreement whereby the City contracts with the County to perform, only through the Exposition Center Complex (the "Complex,) and only the following governmental services and functions of the City:

- (1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;
- (2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

- (3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the City or its vicinity.

**V.
Compensation**

The City shall pay the County the lesser of (1) \$95,000.00 per year or (2) 31% of the amount of revenue (other than fines, interest or penalties) received by the City from the Municipal Hotel Occupancy Tax under V.T.C.A. Tax Code Section 351 and Section 27 of the Code of Ordinances of the City of Nacogdoches. The compensation payable to the County shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry as permitted by Subsection (a), (1), (2), and (3) of V.T.C.A. Tax Code Section 351.101. That revenue may not be used for general revenue purposes or general governmental operations of the County.

**VI.
Source and Limitation on Compensation**

Such compensation shall be payable only from revenue actually received by the City which is derived solely from the Municipal Hotel Occupancy Tax collected under V.T.C.A. Tax Code Section 351 and Section 27 of the Code of Ordinances of the City of Nacogdoches. Such amounts shall be paid quarterly on the 25th day of January, April, July, and October of each contract year beginning January 25, 2012. Such compensation is further payable only from current Municipal Hotel Occupancy Tax revenues available to the City and in an amount which fairly compensates the County for the functions and services performed under this agreement.

**VII.
Term**

The term of this agreement is for one (1) year; The term of this agreement shall automatically renew annually unless it is terminated by either party at least 90 days prior to the expiration of the current term.

VIII.

Pursuant to V.T.C.A. Tax Code Section 351.101, the City hereby delegates to the County the management and supervision of programs and activities funded with the compensation paid the County by the City. The provisions of V.T.C.A. Tax Code Section 351.101 are incorporated herein by reference with such force and effect as if set forth herein verbatim, and the County agrees to do those things required therein of the person to whom such matters are delegated.

IX.
Independent Contractor

The County is an independent contractor in performance of this agreement and the management of the Exposition Center. The County shall have exclusive control (within the parameters of this agreement) of the performance of the services and functions to be provided. All employees shall be those of the County only and the City shall have no power or right to control their work or in any way direct them.

X.
Indemnity

To the extent permitted by law, the County shall, to the extent allowed by law, indemnify and hold the City harmless for any all claims for damages, personal injury, and/or death that may be asserted against the City arising from the operations at the Exposition Center or in any way related or having to do with this agreement.

XI.
Non-Exclusive

The fact that the County receives revenue from the Complex operations or funds from sources other than the City shall not be a breach of this agreement unless such amounts affect the fair compensation of the County for services and functions provided for the City.

XII.
Applicable Laws

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

XIII.
Non-Waiver

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

XIV.
Venue

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

**XV.
Governing Law**

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

**XVI.
Severability**

In case any one or more of the minor provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contacted herein. Notwithstanding anything to the contrary, if any of the basic terms of this agreement such as the parties' legal ability to enter into it, the ability to pay for such functions and services, the source or percentage or amount of such payments or the qualification of the County or the Exposition Center for funding by the Municipal Hotel Occupancy Tax, propriety of delegation of services or functions or the budgetary approval provisions of the agreement are found invalid, illegal, or unenforceable, then this agreement shall be voidable at will by either party.

**XVII.
Notice**

Notices shall be written and mailed by certified mail or hand delivered to the chief executive officer of each party or his or her office.

**XVIII.
Effective Date**

This agreement between the parties shall become effective October 1, 2011, and shall continue in effect until it has been terminated according to this agreement.

**XIX.
Modification**

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

**XX.
Total Agreement**

This instrument contains all commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this agreement.

**XXI.
Headings**

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

**XXII.
Approval**

This agreement shall be executed by the duly authorized official(s) of each party as expressed in the approving resolution or order of the governing body of each such party, a copy of which is attached hereto as Exhibit "A" and "B" and this agreement shall remain in effect until rescinded by resolution or order of such governing body and notice of that action is transmitted in writing to all other parties to this agreement.

**XXIII.
Counterparts**

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

Executed this the 4th day of September 2012.

CITY OF NACOGDOCHES

COUNTY OF NACOGDOCHES

By: _____
ROGER VAN HORN
Mayor

By: _____
JOE ENGLISH
County Judge

**CITY OF NACOGDOCHES
AGENDA INFORMATION SHEET:**

PROJECT: Adoption of 2012 / 2013 Budget

MEETING DATE: September 4, 2012

DESCRIPTION: **The proposed 2012 / 2013 Budget highlights are:**

- Proposed tax rate - .562
- General Fund proposed operating expenditures - \$21,939,733
- 2% increase over FY 2012 Budget
- Utility Fund proposed operating expenditures - \$18,208,555
- 1% increase over FY 2012 Budget
- Sanitation Fund proposed operating expenditures - \$5,561,335
- 2% increase over FY 2012 Budget
- No adjustment in sewer, sanitation and landfill gate rates
- Water rates being analyzed with recommendation at end of calendar year
- 3% Cost of Living pay adjustments
- Major Capital Expenditures
 - General Fund
 - Streets \$ 710,000
 - Recreation Roof Repair \$ 155,000
 - Equipment \$ 833,210
 - Utility Fund
 - Water Wells (new & rehab) \$5,450,000
 - Water Distribution System Improvements \$3,650,000
 - 24" Banita Creek Sewer Line Replacement \$1,500,000
 - Equipment \$ 846,500
 - Sanitation Fund
 - Design& Construction Block O \$3,000,000
 - Equipment \$ 536,330

RECOMMENDED

ACTION: **Adoption of ordinance on FY 2012-2013 Budget**

CITY CONTACT: Jack C. Sparks, Finance Director - 559-2533

ATTACHMENTS:

**CITY OF NACOGDOCHES
AGENDA INFORMATION SHEET:**

PROJECT: Approve the 2012 / 2013 tax rate.

MEETING DATE: September 4, 2012

DESCRIPTION: Approve the 2012 / 2013 tax rate. The tax rate is 562 cents per \$100 valuation:

- .478672 cents per \$100 valuation for Operation & Maintenance
- .083328 cents per \$100 valuation for Debt

COST: None

RECOMMENDED ACTION: Adoption of ordinance approving the 2012 / 2013 tax rate

CITY CONTACT: Jack C. Sparks, Finance Director - 559-2533

ATTACHMENTS:

**CITY OF NACOGDOCHES
AGENDA INFORMATION SHEET:**

PROJECT: CLOSED SESSION: Personnel - Confirm appointment of Human Resources Director as per G. C. Sec. 551.074.

MEETING DATE: September 4, 2012

DESCRIPTION: Consider appointment of Human Resources Director

RECOMMENDED ACTION: Confirm appointment of Human Resources Director following closed session.

CITY CONTACT: Jim Jeffers, City Manager
jeffers@ci.nacogdoches.tx.us
936-559-2501

ATTACHEMENTS: None