

William A. 'Bert' Miller, III
Mayor
Bernie Gessner
Councilmember
Josh M. Fultz Councilmember



Grant E. Holt
Mayor Pro-Tem
Pattie Pederson
Councilmember

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
JANUARY 9, 2023**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 9th of January, 2023 at 6:00 PM at the City Hall in the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street, Navasota, Texas 77868, at which time the following subjects will be considered, to wit:

To watch the City Council meeting live please visit the City of Navasota's Youtube here: <https://www.youtube.com/channel/UCItnx7BQt0TCIYJRiZ14g5w>

1. Call to Order.
2. Invocation
Pledge of Allegiance
3. Remarks of visitors: Any citizen may address the City Council on any matter. Registration forms are available on the podium and/or table in the back of the city council chambers. This form should be completed and delivered to the City Secretary by 5:45 p.m. Please limit remarks to three minutes. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.
4. Staff Report:
 - (a) Introduction of new employee(s) [Peggy Johnson, Human Resources Director]
 - (b) CIP Update: AWOS, Public Works Warehouse, CIP Utilities, and Sidewalk Streetscape project [Jennifer Rayna, Public Works Director]
 - (c) Board and Commission update [City Council]; and
 - (d) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda. [Jason Weeks, City Manager]

5. Consideration and possible action on Resolution No. 723-23, designating the persons authorized to sign checks and authorizing designated persons to access bank accounts for certain purposes. [Jason Weeks, City Manager]
6. Consideration and possible action on TexPool Amending Resolution No. 724-23, designating the persons as authorized representatives for the City of Navasota accounts with TexPool (a public funds investment pool) to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by the City of Navasota. [Jason Weeks, City Manager]
7. Consideration and possible action on TexSTAR Amending Resolution No. 725-23, designating the persons as authorized representatives for the City of Navasota accounts with TexSTAR (a public funds investment pool) to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by the City of Navasota. [Jason Weeks, City Manager]
8. Consideration and possible action on designating the persons as authorized representatives for the City of Navasota accounts with TexasCLASS (a public funds investment pool) to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by the City of Navasota. [Jason Weeks, City Manager]
9. Consideration and possible action approving Resolution No. 726-23, in support for the application of Volunteers of America to the Texas Department of Housing and Community Affairs for the 2022 Competitive Nine-Percent Housing Tax Credits to rehabilitate affordable rental housing in connection with Buckingham Gardens. [Lupe Diosdado, Development Services Director]
10. Consideration and possible action on entering into a license agreement with Grimes County.Net for water tower space on the City of Navasota water tower, to provide wireless internet services. [Lupe Diosdado, Development Services Director]
11. Consideration and possible action on entering into a license agreement with Navasota Wi-Fi for water tower space on the City of Navasota water tower, to provide wireless internet services. [Lupe Diosdado, Development Services Director]
12. Consent Agenda: The following items may be acted upon with one motion and vote. No separate discussion or action is necessary unless requested by the Mayor or City Councilmember, in which event the item will be removed from the Consent Agenda for separate discussion and/or action by the City Council as part of the regular agenda.

Consent Items are:

- A. Approve the minutes for the month of December 2022; and
- B. Approve the Municipal Court Report for December 2022.

13. Executive Session: The City Council shall meet in Executive Session as permitted by Section 551.074 Texas Government Code, Personnel Matters, concerning the annual evaluation of the City Manager and possible amendment to the employment agreement for the City Manager.

Executive Session: The City Council shall meet in Executive Session as permitted by Section 551.074 Texas Government Code, Personnel Matters, discussion concerning evaluation of Legal Counsel for the City of Navasota, and associated issues.

14. Reconvene in open session.
15. Consideration and possible action on Executive Session Item relating to Section 551.074, Texas Government Code, Personnel Matters, concerning the annual evaluation of the City Manager and possible amendments to the employment agreement for the City Manager.
16. Consideration and possible action on Executive Session Item relating to Section 551.074, Texas Government Code, Personnel Matters, concerning the approval of an updated engagement agreement with Legal Counsel for the City of Navasota, and associated issues.
17. Adjourn.

DATED THIS THE 5TH OF JANUARY, 2023

/JW/

BY: JASON WEEKS, CITY MANAGER

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the CITY OF NAVASOTA, is a true and correct copy of said notice and that I posted a true and correct copy of said notice in the glass bulletin board, in the foyer, on the south side of the Municipal Building as well as in the bulletin board on the north side of the Municipal Building of the City of Navasota, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the 5th of January, 2023 at 08:36 AM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at www.navasotatx.gov.

The City Council reserves the right to convene in Executive Session at any time deemed necessary for the consideration of confidential matters under the Texas Government Code, Sections 551.071-551.089.

DATED THIS THE 5TH OF JANUARY, 2023

/SMH/

BY: SUSIE M. HOMEYER, CITY SECRETARY

THIS FACILITY IS 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) 825.6475 OR (936) 825.6408 OR BY FAX AT (936) 825.2403.



REQUEST FOR CITY COUNCIL AGENDA ITEM #4

Agenda Date Requested:	<u>January 9, 2023</u>
Requested By:	<u>Jason Weeks, City Manager</u>
Department:	<u>Administration</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	

Exhibits: None

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

AGENDA ITEM #4

Staff Report:

- (a) Introduction of new employee(s) [Peggy Johnson, Human Resources Director]
- (b) CIP Update: AWOS, Public Works Warehouse, CIP Utilities, and Sidewalk Streetscape Project [Jennifer Reyna, Director of Utilities and Jose Coronilla, Director of Streets & Sanitation]
- (c) Board and Commission update [City Council]
- (d) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda. [Jason Weeks, City Manager]

SUMMARY & RECOMMENDATION

- (a) Peggy Johnson, Human Resources Director will introduce new employees.
- (b) Jennifer Reyna, Director of Utilities and Jose Coronilla, Director of Streets & Sanitation will give an update on the capital improvement projects - AWOS, Public Works warehouse, CIP Utilities, and Sidewalk Streetscape Project.

(c) If applicable, City Council will provide Board and Commission updates.

(d) Staff and City Council will give updates on other events coming up.

ACTION REQUIRED BY CITY COUNCIL

None

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

12/18/2022

Date

AGENDA PLANNING CALENDAR

JANUARY 9, 2023 – **WORKSHOP AT 4:30 P.M.**

1. Called to order
2. Rate Study Workshop
3. Adjourn

JANUARY 9, 2023 – **DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 12/26/2022**

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Introduction of new employees (b) CIP Update: AWOS, PW Warehouse, CIP Utilities; and Streetscape Project; (c) Board and Commission update; and (d) Reports from staff and City Council
5. Resolution No. 723-23 – authorized signatures at the bank
6. Resolution No. 724-23 – authorized representatives at TexPool
7. Resolution No. 725-23 – authorized representatives at TexStar
8. Designating representatives for accounts with TexasCLASS
9. Resolution No. 726-23 – Supporting Buckingham Gardens rehabilitation
10. WiFi agreement with Grimes County.net
11. WiFi agreement with Navasota WiFi
12. Consent agenda: (a) minutes for the month of December 2022; and (b) Municipal Court Report for December 2022
13. Executive Session: Section 551.074 Personnel – Annual evaluation of City Manager and Section 551.074 Personnel - Evaluation of Legal Counsel and associated issues
14. Reconvene in open session
15. Action on City Manager annual evaluation
16. Action on updated engagement agreement with Legal Counsel and associated issues
17. Adjourn

JANUARY 11, 2023 – STATE OF THE CITY ADDRESS

JANUARY 23, 2023 – **WORKSHOP AT 4:30 P.M. TIRZ BOARD MEETING**

1. Called to order
2. Approve project plan and finance plan
3. Appoint officers
4. Adjourn

JANUARY 23, 2023 – **WORKSHOP AT 4:45 P.M.**

1. Called to order
2. TDA Report
3. TIRZ Workshop
4. Adjourn

JANUARY 23, 2023 – **DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 01/09/2023**

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Board and Commission update; and (b) Reports from staff and City Council
5. New water well survey
6. Adjourn

February 13, 2023 – Expenditures for the months of December 2022 and January 2023 - **(this will probably not be ready by then)**

February 27, 2023

March 13, 2023

March 27, 2023

April 10, 2023 – Executive Session – Evaluation of Municipal Judge – 2 year

April 24, 2023



Vision Statement:

*Navasota 2027: What America Wants To Be
“A beautiful, progressive, vibrant, service-oriented,
close-knit community filled with
historical charm and promise for people and business.”*

Mission Statement:

*“To guide Navasota’s growth in a way that maintains
our heritage, culture, and uniqueness while
maximizing our economic and social development.”*



THE CITY OF NAVASOTA COUNCIL LEADERSHIP POLICY

It is the desire of the Navasota City Council to demonstrate responsible leadership by:

- (a) Establishing a 2027 Strategic Growth Map for the City of Navasota.*
- (b) Assuring stable and effective city operations.*
- (c) Developing and adopting policies that will guide the growth of the City of Navasota.*
- (d) Facilitating private/public sector partnerships at the local, regional, state and federal level that will invest in the future of Navasota.*
- (e) Ensuring all Navasota boards, commissions and committees are aligned with the Council's growth policies.*



So much, so close.

**Report
and
Strategic Plan**

**Adopted
April 26, 2021**

**Prepared and Facilitated
By
Ron Cox Consulting**



REPORT AND STRATEGIC PLAN COUNCIL/STAFF RETREAT

CITY OF NAVASOTA

February 12, 2021

Introduction

On February 12, 2021, the Mayor, City Council and staff of the City of Navasota met for a retreat planning session. The purpose of this meeting was twofold.

- Confirm and expand the governance philosophy for the City Council. Included in that is identifying key elements of the Council's vision for Navasota.
- Prepare a strategic plan for the city.

The Mayor, Council and staff freely worked together, and their work was exemplary in all respects. Ron Cox facilitated the process.

Governance

In their February 12, 2021 session the Council confirmed the governance policy they established in 2017 and expanded on it by further defining their governance philosophy. The Council participated in discussions about their role, together and their leadership responsibilities. The elements of a strong governance model are having and following clear vision and mission, establishing leadership and communications philosophies, and identifying the expectations of each other as City Council members, and the City staff, and of identifying and recognizing the expectations staff has of the City Council.

The key elements of the Governance Philosophy are leadership, communication and understanding and defining expectations. These define how the team will function together. Visioning and planning are the key elements that define what the strategies and goals are for the City of Navasota and what they will be to ensure the vision is ultimately attained.

Governance Model

The governance model first begins with leadership. Each member of the Council asked to provide input into how they will lead, communicate and a defining of expectations for themselves and staff.

The facilitator began the process by asking each of the members why they ran and serve on the City Council. They responded as follows:

The Mayor and Council reviewed and confirmed their Governance Policy and Rules of Engagement established in 2017. These are as follows.

Mayor and Council members ran for the office and serve ...

- Had already serviced on other boards and wanted to be active in the growth to come.
- To lead city in the right direction.
- Saw growth coming and saw weaknesses in various ordinances that needed strengthening – now growth is really here.
- To bring a different insight as a native of Navasota.
- To encourage business growth and economic development.
- Am able to serve.
- Originally to change the direction of the city (and have done that).
- Exciting to be a part of big decisions for the community.

The facilitator then asked the members to describe the attributes they have that will contribute to the work of the Council.

Mayor and Council have the following attributes ...

- Able to think outside the box on issues.
- Business experience in the private sector.
- Provides a technical background.
- Brings a different point of view, being from a different generation than others on the Council.
- Historical memory as a native of Navasota.
- Love the community.
- Committed to the community.
- Service to the community.
- Have the time to serve.

- Have a special needs child bringing different perspective to decision making.
- Raised seven children and now grandchildren all in Navasota community and schools.
- Different stages of our lives, bring different viewpoints.

The Mayor and Council of the City of Navasota will lead by ...

- Providing the facts.
- Seeking and gaining understanding of the problems.
- Listening, asking, seeking information and deciding.
- Coming together for the greater good – compromising and building consensus.
 - Toward a common goal – betterment of Navasota.
 - Finding a win/win for all.
 - Building consensus.
- Picking your wins carefully.
- Not being afraid to admit you are wrong and changing your mind.
- Being patient.
- Being humble – not prideful or egotistical.
- Being passionate about our city, but not dictatorial.
- Being brave for our city.
- Showing respect and being respectful of others.

The Mayor and Council of the City of Navasota will communicate ...

- Effectively with citizens, each other and staff...
 - Concisely.
 - Clearly.
 - Completely.
- Seek and allow responses.
- Seek to understand.
- Take the time to explain the issue and resolution to each other and to citizens.

The Mayor and Council of the City of Navasota expect the following of each other...

- Remember we all work for the citizens – Council and staff alike.
- Set the table for the citizens on agenda items – fill in the gaps of knowledge for them.
- Follow the process.
- Be willing to slow the process down.
- Respect each other and their opinions.
- Be honest.
- Be consistent.
- Do your homework.
- Be vulnerable – admit you do not know everything.
- Be willing to learn.
- Don't take the issue personally

The Mayor and Council of the City of Navasota expect the following of the staff ...

- Set the table to explain agenda items for Council and citizens.
- Be clear and timely in the information flow to Council – understanding and responding to individual council members in the way that communicates best to them.
- Don't take it personally.
- Provide the full picture – the good, the bad, and the ugly.
- Have patience.
- Know your lane and stay in it.
- Understand the chain-of-command.

(It was noted that the City Council and staff should all have and respond to the same expectations.)

The staff expects the following of the Mayor and Council of the City of Navasota (as defined by the City Council) ...

- Don't play the "gotcha" game with staff.
- Have an understanding of staff, their role.
- Ask questions and don't assume.
- Have patience.
- Be fair.
- Listen to staff.
- Be respectful to staff.
- Seek information on what council can do to help the staff succeed.
- Seriously consider their recommendations.
- Attempt to solve the problems that are presented.
- Give them clear direction.
- Remember that staff is working for the citizens, as well as the Council.
- Don't put undue pressure on staff.
- Follow the chain-of-command.

Vision and Mission

On February 6, the Council and senior staff discussed the elements vision they have for Navasota. Currently, there are is Vision Statement and Mission Statement for the City. After a review, the Mayor and Council identified and confirmed the key elements of the vision and mission for the City.

Vision Statement

Navasota 2027: What America wants to Be:

A beautiful, progressive, vibrant, service oriented, close-kinit community filled with historic charm and promise for people and business.

Vision Elements

These elements were discussed and are presented in no particular order of priority. It was noted that in reviewing the Vision Statement from the Comprehensive Plan, these key vision elements are consistent with and embodied in the Vision Statement.

- Navasota is a role model for other cities.
- Clean.
- Safe.
- Friendly and inviting.
- Historic.
- Beautiful and manicured.
- Successful.
- Sustainable.
- Full of opportunity.
- Innovative.
- Charming.

Mission Statement

To guide Navasota's growth in a way that maintains our heritage, culture and uniqueness while maximizing our economic and social development.

Mission Elements

These key mission elements are presented in no particular order of priority.

- Committed.
- Stay focused on the mission.
- Dedication and desire.
- Proper planning.
- To communicate the Vision.
- Provide great/exceptional customer service.
- Clear, consistent, defined responsibilities.
- Flexible.
- Understanding of your role and responsibilities.

Strategic Planning

The facilitator led the participants in a SWOT analysis, identifying and discussing the strengths, weaknesses, opportunities and threats for the City of Navasota, both organizationally and in the community. The weaknesses then were divided into common themes – Areas of Emphasis or Vision Elements. Within each of the Areas of Emphasis, opportunities – strategies and goals – were identified to overcome the weaknesses.

Finally, threats were identified that if not anticipated may get in the way of accomplishing the strategies and goals.

The participants were divided into three groups. Each group focused on strengths and weaknesses as follows.

Strengths

Group 1

- Qualified personnel.
- Close knit team/community.
- Has a can-do attitude.
- Pride in community and city organization.
- Friendly.
- Great leadership – Council, City Manager and staff.
- Caring.
- Small town charm.
- Service oriented.
- Open minded and welcoming.
- Knowledgeable about work, etc.
- Dedication.
- Good foundation upon which to build.
- Resilient.
- Organization is accountable to the community.
- Have integrity and honesty.
- Everyone is team player.
- Willing to admit to issues and problems.
- Self-aware.
- Transparent.
- Have community support.
- Have a multi-faceted community makeup.
- Visionaries.
- Excellent location.
- Diversity in the community.

Group 2

- Great staff.
- Buy-in from the community.
- A community feeling.
- Progressive.
- Safe.
- Leadership.
- Proactive Council.
- Beginning infrastructure design improvements.
- City services.
- Facilities.

- Partnerships.
- Potential for growth.
- Location.
- History.
- Industry.

Group 3

- Experience of Council and staff.
- New councilmembers bringing energy and new ideas.
- Leadership.
- Collaboration.
- Creativity.
- Openness/inviting community.
- Honesty/trust.
- Stability.
- Teamwork.
- Loyalty and pride.
- Service minded.
- Relationships/friendly/user friendly.
- Fun.
- Commitment and dedication.

Weaknesses

Group 1

- Lack of social and health services.
- Minimal retail services.
- Lack of transportation services.
- Lack of after 5 p.m. activities.
- Aging infrastructure.
- Difficulty in communication from the city to the citizens.
- Lack of finances for unfunded mandates.
- Outside negative perception of the community.
- Finding and retaining good staff.
- Lack of seasoned/experienced staff at all levels.
- Lack of citizen input/involvement.
- Uninformed criticism from citizens.
- Limited connectivity to high quality internet.
- Technologically inhibited/fear of technology

Group 2

- Fear of change.
- More work than staff can accomplish.
- Lack of job career diversity.

- Perception of the school district.
- Lack of rental/multifamily in the city.
- Retail leakage.
- Lack of amenities for social and family time.
- Train traffic.
- Animal control/fire department facilities need replacing.
- Lack of internet connectivity.

Group 3

- Communication/understanding of the message.
- People making assumptions without all the information.
- Aging infrastructure.
- Sometimes resistant to change.
- Dislike of others.
- Financial resources are limited.
- Retention of employees.
- Outside perception of Navasota.
- People have long memories.
- Lack of participation by the citizens.
- Being required to respond to circumstances beyond our control.
- Limited technology in the community in the city.

Areas of Emphasis

Reviewing the weaknesses presented resulted in the identification of five areas of emphasis.

- **Governance**
- **Economic Development**
- **Image/Communication**
- **Infrastructure**

Weaknesses Rearranged

The weaknesses identified above, were then summarized and arranged to be within one of the areas of emphasis.

- **Governance**
 - Resistance to change.
 - Employee retention.
 - Responding to circumstances beyond city's control.
 - Unfunded mandates.
 - Lack of participation.
- **Economic Development**
 - Diversity in career jobs.

- Sufficient revenue for infrastructure redevelopment.
- Retail leakage
- Lack of social and family recreation.
- Need for diversity in housing.
- Social and health services.
- **Image/Communication**
 - Negative perception of school district.
 - Negative perception of city.
 - Inability to provide information to all ages
 - Internally and externally.
 - Lack of understanding.
 - Criticism from the uninformed.
 - From city to citizens
- **Infrastructure**
 - Train traffic.
 - Again infrastructure
 - Transportation.
 - Facilities.
 - Poor quality of internet and technology, city and citywide.

Opportunities – Strategies and Goals

The groups then brainstormed to identify opportunities to overcome the weaknesses. These opportunities are the basis for the strategies and goals prepared below.

Governance

- **Establish a program to encourage more participation in Navasota government.**
 - Establish and implement leadership academies.
 - Establish a citizens' academy.
 - Establish a citizens' police academy.
 - Establish a citizens' fire academy.
 - Improve communication and strategic alignment between Council and all committees.
- **Establish an employee retention strategy.**
 - Identify and promote the work culture, benefits of the city.
 - Promote the community and organizational culture.
 - Explore housing incentives to live and work in Navasota and attract new employees.
 - Cast a wider net for employees.
 - Explore opportunities for providing employee benefits that incentivize employment and retention.
- **Explore opportunity for a full-time grant writer.**

- **Provide a clear sense of direction to all boards related to economic development.**
 - Establish an Economic Development Strategy with the NEDC

(Note: there were some communications initiatives in Governance. These have been moved to Image/Communication to avoid repetition.)

Economic Development

- **Establish a partnership with NISD, Blinn, TAMU and other institutions to enhance the economic development process.**
- **Seek out grant opportunities.**
 - Pursue grants from EDA.
- **Enhance the marketing of Navasota.**
 - Marketing to fulfill housing needs.
 - Marketing of lower utility costs compared to other areas.
 - Marketing location and proximity to major metro areas in the state.
- **Seek partners to improve local health and social service providers.**
 - Explore health authority with county.
 - Explore partnership with St. Joseph's healthcare system.
 - Recruit health provider specialists (optometrists and medical providers)
- **Enhance strategic retail recruitment.**
 - Continue to partner with Retail Coach.
 - Attend recruitment conferences (industry, retail, restaurants, etc.)

(Note: there were some infrastructure initiatives in Economic Development. These have been moved to Infrastructure to avoid repetition.)

Image/Communication

- **Improve the perception and image of Navasota.**
 - Establish a positive campaign to promote Navasota.
 - Prepare both an in-person and digital message.
 - Identify target audiences.
 - Attend realtor conferences to tell the Navasota story.
 - Utilize citizens' academies (see Governance).
 - Explore use of Town Hall meetings – in-person and virtual.
- **Establish a program to educate ISD students about local government.**
 - Sponsor a job shadowing program for students in the city.
- **Improve communication in general with the public. (Note: moved from Governance)**
 - Be deliberate about creating buy-in from citizens.
 - Inform, educate and cast the vision.
 - Prepare and implement a communication protocol.

Infrastructure

- **Prepare a plan for construction of an elevated grade crossing over the railroad tracks.**

- Identify location and right of way needs for the crossing.
- Establish costs to city to accommodate the crossing.
- Identify land for a substation for fire and animal control.
- Establish contact and conversation with the railroad.
- **Prepare a capital improvements plan and program for needed city infrastructure.**
 - Improve aging infrastructure.
 - Improve aging and inadequate facilities.
 - Expand parks, trails and bike paths.
 - Identify funding sources – bonds, grants, etc.
- **Create additional opportunity for social and family amenities.**
 - Create additional sports facilities.
 - Make park improvements – trails, bike paths, etc.
- **Identify and plan for needed improvements to the community's internet system.**
 - Identify and review the existing systems available to the City
 - BVCOG Fiber Loop
 - Midsouth Synergies
 - Other

Threats

Finally, Council and staff identified threats to accomplishing the goals and strategies that have been identified.

- Fear – lack of understanding of the issues and the unknown.
- Money.
- Economic downturn.
- Federal and state unfunded mandates and restrictions to local government.
- Social media.
- Uncommitted leadership.
- Politization of local government.
- Suffering the unintended consequences of outside mandates.
- Encroaching crime.
- Another pandemic – COVID.
- Adverse weather.
- No response to the failing infrastructure.
- The “cancel culture” – just turning off or destroying what one disagrees with – refusal to dialogue.
- Not adapting to the change in the ideology of the culture.

City Staff Implementation Sessions

April 5 and 14, 2021

On April 5, 2021 the facilitator met with the City Manager and staff to review the outcomes of the planning session and to determine next steps for the development of the implementation plan.

Implementation Plan Process. The staff reviewed a template to be used to develop the implementation portion of the planning process. During the discussions, a staff member was assigned as the team facilitator for the development of the implementation plan for each areas of emphasis. Further they began the process of developing action steps, with proposed timelines, and budget implications (if they were known at the time).

On April 14, 2021 staff again met with the facilitator to review and complete a draft implementation plan. The implementation plan is included in this document.

Reporting

Finally, staff established reporting protocols. These protocols serve the purpose of keeping the staff on schedule with the implementation of strategies, keeping the City Manager informed, and providing regular reports to the Mayor and City Council on the status of the implementation of the adopted strategies. This provides for long term accountability toward the implementation of the Strategic Plan.

Reporting Protocols

- **Council**
 - Receives updates at least monthly from staff at Council meetings regarding various projects related to the strategic plan.
 - Receives formal status reports, including a semi-annual and annual report from staff to the City Council.
- **City Manager**
 - City Manager receives regular – both formal and informal - updates from staff at regular staff meetings on progress of assignments.

City Council Approval

April 26, 2021

On TBD, 2021, the City Council reviewed their work as well as the work of the staff since the planning session in January. After a thorough discussion the Report was approved as amended unanimously.

Conclusion

The Mayor, Council and staff of the City of Navasota worked through a governance and planning process that allowed the Council to create a governance model and identify and expand strategies for moving the city forward. The process brought the staff leadership and Council closer together as a team and developed an implementation process to ensure the strategies are addressed and accomplished over time.



Strategic Plan 2021

**Council/Staff Planning Retreat
February 12, 2021**

**Adopted
April 26, 2021**

**Prepared and Facilitated
By
Ron Cox Consulting**

Vision Statement (Adopted 2017)

**Navasota 2027: What America wants to Be:
A beautiful, progressive, vibrant, service oriented,
close-kinit community filled with historic charm
and promise for people and business.**

Key Vision Elements 2021

- **Navasota is a role model for other cities.**
- **Clean.**
- **Safe.**
- **Friendly and inviting.**
- **Historic.**
- **Beautiful and manicured.**
- **Successful.**
- **Sustainable.**
- **Full of opportunity.**
- **Innovative.**
- **Charming.**

Mission Statement (Adopted 2017)

To guide Navasota's growth in a way that maintains our heritage, culture and uniqueness while maximizing our economic and social development.

Mission Elements

- **Committed.**
- **Stay focused on the mission.**
- **Dedication and desire.**
- **Proper planning.**
- **To communicate the Vision.**
- **Provide great/exceptional customer service.**
- **Clear, consistent, defined responsibilities.**
- **Flexible.**
- **Understanding of your role and responsibilities.**

City of Navasota

City Council

Leadership Philosophy

The City Council of the City of Navasota will lead by...

- Providing the facts.
- Seeking and gaining understanding of the problems.
- Listening, asking, seeking information and deciding.
- Coming together for the greater good – compromising and building consensus.
 - Toward a common goal – betterment of Navasota.
 - Finding a win/win for all.
 - Building consensus.
- Picking your wins carefully.
- Not being afraid to admit you are wrong and changing your mind.
- Being patient.
- Being humble – not prideful or egotistical.
- Being passionate about our city, but not dictatorial.
- Being brave for our city.
- Showing respect and being respectful of others.

City of Navasota

City Council

Communication Philosophy

The City Council of the City of Navasota will communicate by...

- Effectively with citizens, each other and staff...
 - Concisely.
 - Clearly.
 - Completely.
- Seek and allow responses.
- Seek to understand.
- Take the time to explain the issue and resolution to each other and to citizens.

City of Navasota

City Council and Staff

Expectations

Council expects the following of each other...

- Remember we all work for the citizens – Council and staff alike.
- Set the table for the citizens on agenda items – fill in the gaps of knowledge for them.
- Follow the process.
- Be willing to slow the process down.
- Respect each other and their opinions.
- Be honest.
- Be consistent.
- Do your homework.
- Be vulnerable – admit you do not know everything.
- Be willing to learn.
- Don't take the issue personally

City of Navasota

City Council and Staff

Expectations

Council expects the following of staff...

- Set the table to explain agenda items for Council and citizens.
- Be clear and timely in the information flow to Council – understanding and responding to individual council members in the way that communicates best to them.
- Don't take it personally.
- Provide the full picture – the good, the bad, and the ugly.
- Have patience.
- Know your lane and stay in it.
- Understand the chain-of-command.

(It was noted that the City Council and staff should all have and respond to the same expectations.)

Staff expects Council to (as defined by Council members themselves) ...

- Don't play the "gotcha" game with staff.
- Have an understanding of staff, their role.
- Ask questions and don't assume.
- Have patience.
- Be fair.
- Listen to staff.
- Be respectful to staff.
- Seek information on what council can do to help the staff succeed.
- Seriously consider their recommendations.
- Attempt to solve the problems that are presented.
- Give them clear direction.
- Remember that staff is working for the citizens, as well as the Council.
- Don't put undue pressure on staff.
- Follow the chain-of-command.

City of Navasota

Strategic

Areas of Emphasis

- **Governance**
 - **Guiding Principle:** *The City of Navasota follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*
- **Economic Development**
 - **Guiding Principle:** *The City of Navasota will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*
- **Image/Communication**
 - **Guiding Principle:** *The City of Navasota will proactively work to provide accurate, timely communications to the citizens and improve the image of the community.*
- **Infrastructure**
 - **Guiding Principle:** *The City of Navasota will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*

Area of Emphasis

Governance

Guiding Principle: *The City of Navasota follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*

Initiatives:

- **Establish a program to encourage more participation in Navasota government.**
 - Establish and implement leadership academies.
 - Establish a citizens' academy.
 - Establish a citizens' police academy.
 - Establish a citizens' fire academy.
 - Improve communication and strategic alignment between Council and all committees.
- **Establish an employee retention strategy.**
 - Identify and promote the work culture, benefits of the city.
 - Promote the community and organizational culture.
 - Explore housing incentives to live and work in Navasota and attract new employees.
 - Cast a wider net for employees.
 - Explore opportunities for providing employee benefits that incentivize employment and retention.
- **Explore opportunity for a full-time grant writer.**
- **Provide a clear sense of direction to all boards related to economic development.**
 - Establish an Economic Development Strategy with the NEDC

Area of Emphasis

Economic Development

Guiding Principle: *The City of Navasota will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*

Initiatives

- **Establish a partnership with NISD, Blinn, TAMU and other institutions to enhance the economic development process.**
- **Seek out grant opportunities.**
 - Grants from EDA.
- **Enhance the marketing of Navasota**
 - Marketing to fulfill housing needs.
 - Marketing of lower utility costs compared to other areas.
 - Marketing location and proximity to major metro areas in the state.
- **Seek partners to improve local health and social service providers.**
 - Explore health authority with county.
 - Explore partnership with St. Joseph's healthcare system.
 - Recruit health provider specialists (optometrists and medical providers)
- **Enhance strategic retail recruitment**
 - Continue to partner with Retail Coach.
 - Attend recruitment conferences (industry, retail, restaurants, etc.)

Area of Emphasis

Image/Communications

Guiding Principle: *The City of Navasota will proactively work to provide accurate, timely communications to the citizens and improve the image of the community.*

Initiatives

- **Improve the perception and image of Navasota.**
 - Establish a positive campaign to promote Navasota.
 - Prepare both an in-person and digital message.
 - Identify target audiences.
 - Attend realtor conferences to tell the Navasota story.
 - Utilize citizens' academies (see Governance).
 - Explore use of Town Hall meetings – in-person and virtual.
- **Establish a program to educate ISD students about local government.**
 - Sponsor a job shadowing program for students in the city.
- **Improve communication in general with the public (Note: moved from Governance)**
 - Be deliberate about creating buy-in from citizens.
 - Inform, educate and cast the vision
 - Prepare and implement a communication protocol.

Area of Emphasis

Infrastructure

Guiding Principle: *The City of Navasota will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*

Initiatives

- **Prepare a plan for construction of an elevated grade crossing over the railroad tracks.**
 - Identify location and right of way needs for the crossing.
 - Establish costs to city to accommodate the crossing.
 - Identify land for a substation for fire and animal control.
 - Establish contact and conversation with the railroad
- **Prepare a capital improvements plan and program for needed city infrastructure.**
 - Improve aging infrastructure.
 - Improve aging and inadequate facilities.
 - Expand parks, trails and bike paths.
 - Identify funding sources – bonds, grants, etc.
- **Create additional opportunity for social and family amenities.**
 - Create additional sports facilities.
 - Make park improvements – trails, bike paths, etc.
- **Identify and plan for needed improvements to the community's internet system.**
 - Identify and review the existing systems available to the City
 - BVCOG Fiber Loop
 - Midsouth Synergies
 - Other

Vision Element #1

Governance

Guiding Principle: *The City of Navasota follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
1.1	Establish a program to encourage more participation in Navasota government.	1.1.1	Establish and implement leadership academies.	<ul style="list-style-type: none"> Re-implement a citizens' academy. Establish a citizens' police academy. Establish a citizens' fire academy 		X		Brad Stafford
				<ul style="list-style-type: none"> Hold town hall meetings with citizens in neighborhoods and restaurants to discuss City operations and governance. Present organizational environment to the community 		X		
				<ul style="list-style-type: none"> Grilling Stafford Monday of City Council meetings: partner with Willy 98.7 and Navasota Examiner to go over upcoming City Council Agenda. (also Facebook Live) 	Ongoing			
		1.1.2	Provide a clear sense of director to all boards	<ul style="list-style-type: none"> Organize a volunteer luncheon for Boards & Commissions volunteers Joint meeting with all boards/commissions for direction/legal training and Roberts rules. Bring strategic planning and comprehensive planning documents to NEDC for approval Recruit members who align with City Council Improve communication and strategic alignment between Council and all committees. Inform all communication & comp plan updates to all boards Staff to facilitate strategic plan for economic 	X			
					X			

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				development corporation	X			
		1.1.3	Establish a volunteer appreciation program	<ul style="list-style-type: none">• Organize a short ceremony for volunteers around the city (ex: Blue Santa, Trash Off)• 	X			Rayna
1.2	Explore opportunity for a full-time grant writer.	1.2.1	Continued professional development	<ul style="list-style-type: none">• Explore grant writing training opportunities• Continue partnership with BVCOG• Research other cities how grants are handled		X X X		Rayna Willenbrink

Vision Element # 2

Economic Development

Guiding Principle: *The City of Navasota will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
2.1	Establish a partnership with NISD, Blinn, TAMU and other institutions to enhance the economic development process.	2.1.1	Pursue grants from EDA.	<ul style="list-style-type: none"> Continue partnership with BVCOG for information on EDA grants Continue relationship with Grantworks Continue TEDC membership for resources on EDA grants Explore new partnerships 	Ongoing			Rayna
		2.1.2	Develop workforce programs	<ul style="list-style-type: none"> Explore partnerships with NISD Continue partnership Chamber & CETA Explore opportunities with the SBDC Continue partnership with Bush School/TAMU Reach out to BVCOG for funding opportunities Research Texas Workforce Commission opportunities 	Ongoing	X		
2.2	Enhance the marketing of Navasota.	2.2.1	Marketing to fulfill housing needs.	<ul style="list-style-type: none"> Show housing growth to demonstrate demand. Establish a permit/fee waiver program Utilize NEDC website to highlight utility costs and location Navasota Economic Development corporation Featured on the Navasota.gov home page 	Ongoing	X		Madison
		2.2.2	Marketing of lower utility costs compared to other areas.		Ongoing			
		2.2.3	Marketing location and proximity to major metro areas in the state.		Ongoing			
2.3	Seek partners to improve local health and social	2.3.1	Explore health authority with county.	<ul style="list-style-type: none"> Improve relationship with county and cities within the county Continue to meet with the county this past year about this partnership but their level of interest currently 	X		X	Rayna

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
	service providers.			not very high. <ul style="list-style-type: none"> Continue to explore other avenues to recruit and establish a local public health authority and possibly a health inspections office. Possible partnering with other cities in the county 	X			
		2.3.2	Establish Health Inspector	<ul style="list-style-type: none"> Establish Policy Appoint and train inspector 			X X	
		2.3.3	Explore partnership with St. Joseph's healthcare system.	<ul style="list-style-type: none"> Add health care recruitment to the regional (retail) recruitment project 			X	
		2.3.4	Recruit health provider specialists (optometrists and medical providers)					
2.4	Enhance strategic retail recruitment.	2.4.1	Continue to partner with Retail Coach.	<ul style="list-style-type: none"> Conduct community surveys to see what citizens wish lists are Regional retail recruitment project 	Ongoing	X		Rayna
		2.4.2	Attend recruitment conferences (industry, retail, restaurants, etc.)					
		2.4.3	Downtown Assessment	<ul style="list-style-type: none"> Reach out to Texas Downtown Association for a downtown assessment Explore marketing strategies Partnership with SBDC 	X X X			

Vision Element # 3

Image/Communication

Guiding Principle: *The City of Navasota will proactively work to provide accurate, timely communications to the citizens and improve the image of the community.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
3.1	Improve the perception and image of Navasota.	3.1.1	Establish a positive campaign to promote Navasota.	<ul style="list-style-type: none"> Prepare both an in-person and digital message. Positive short videos about ongoing projects Create a new branding campaign Expand partnership with NISD 		X X X X		Madison
		3.1.2	Identify target audiences to effectively recruit new citizens while improving community pride.	<ul style="list-style-type: none"> Attend realtor conferences to tell the Navasota story. Utilize citizens' academies (see Governance). Explore use of Town Hall meetings – in-person and virtual. Utilize all methods of communication with the public; i.e. Grilling Stafford, trails town hall meetings, agenda briefings with local media, Navigate Navasota app 	Ongoing	X X X		
3.2	Establish a program to educate ISD students about local government.	3.2.1	Re-establish an internship/sponsor a job shadowing program for students in the city.	<ul style="list-style-type: none"> Co-op student to assist with administrative services for all departments with 15-20 hours beginning with a minimum wage of \$7.25. Speak with the co-op class Both high school and college 		X X X		Peggy & Shawn
3.3	Improve communication in general with the public.	3.3.1	Be deliberate about creating buy-in from citizens.	<ul style="list-style-type: none"> Inform, educate and cast the vision. Advertise City Council meetings in the paper (\$1,872/year), on the radio, yard signs, banners 	X X			Madison
		3.3.2	Prepare and implement a communication protocol.	<ul style="list-style-type: none"> Explore new advertising techniques, i.e. Navigate Navasota app, CTY advertisement, Facebook events for all meetings Explore communication methods for Boards & Commissions, i.e. post all agendas on Facebook event 		X X		

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				<ul style="list-style-type: none">All boards give regular updates at City Council meetings		X		

Vision Element # 4

Infrastructure

Guiding Principle: *The City of Navasota will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
4.1	Prepare a plan for construction of an elevated grade crossing over the railroad tracks.	4.1.1	Identify location and right of way needs for the crossing.	<ul style="list-style-type: none"> Thorough fare plan completion and implementation 		X		Jose & Lupe
		4.1.2	Establish costs to city to accommodate the crossing.	<ul style="list-style-type: none"> Compile land acquisition costs per thorough fare plan design Obtain estimate cost proposals for engineering and construction 			X X	
4.2	Prepare a capital improvements plan and program for needed city infrastructure.	4.2.1	Improve aging infrastructure. Phase one: FY22 Phase two: FY24	<ul style="list-style-type: none"> CIP Bring in a consultant to help formalize the plan <ul style="list-style-type: none"> Update water modeling Consultant to model Gas system and Wastewater system Present CIP to Finance Dept. to plan for funding options. Streets and Storm water evaluations and priorities Replace/repair gas regulator stations Complete phase 1 of CIP Begin phase 2 of CIP Fire hydrant repair/replacement 	X X X		X X	Jeff & Jose
			4.2.2 Improve aging and inadequate facilities.	<ul style="list-style-type: none"> Create a facilities master plan <ul style="list-style-type: none"> Hire Consultant Replace or improve animal shelter and vehicle services Sell existing warehouse and build a new one Replace the current primary fire station and EOC at the South LaSalle location. Explore the possibility of a second fire station/public safety facility at Hwy 			X X X X X	

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				105/Fairway Dr. because of the continued growth and expansion of the city and the delayed responses due to train traffic <ul style="list-style-type: none"> Valve and other mechanical equipment replacement at wastewater plant Look at alternative disinfectant treatment methods 			X X	
		4.2.4	Identify funding sources – bonds, grants, etc.	<ul style="list-style-type: none"> We currently are working with 2020 Capital Improvement Bond. We are working towards doing a bond every 2 years for CIP USDA loan Add gas capital improvement fee to monthly billing. Funding from American Rescue Plan 	X X X X			
4.3	Create additional opportunity for social and family amenities.	4.3.1	Create additional sports facilities.	<ul style="list-style-type: none"> Identify most desired facilities Identify possible locations Land acquisition Identify funding mechanism Design facilities Obtain bids/pricing on new facilities 	Ongoing		X X X X X	Colton
		4.3.3	Make park improvements – trails, bike paths, etc.	<ul style="list-style-type: none"> Adjust city ordinance on parkland dedication to allow developers to contribute directly to ongoing projects Develop community programs that improve parks Identify areas of greatest need Obtain bids/pricing on improvements 			Ongoing Ongoing Ongoing Ongoing Ongoing	

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				<ul style="list-style-type: none">Navasota Sidewalk and Trails plan.				
4.4	Identify and plan for needed improvements to the community's internet system.	4.4.1	Identify and review the existing systems available and options to the City	<ul style="list-style-type: none">Facilitate BVCOG partnerships with local ISP suppliers to improve speeds in underserved areas.Encourage/ Incentivize Midsouth Synergy expansion into town via City ROW/EasementsResearch other ISP options available.			X X X	Lupe

Vision Element # 5

Organizational Excellence

Guiding Principle: **Ron will update*

			<ul style="list-style-type: none">• Continue to offer career advancement opportunity (invest in employee-greater future with City)• Pay for course for training (all departments)• College tuition reimbursement• Safety bonuses (no accidents, etc.) Safety pins (providing a day off), Bonus day- annually• Hazardous duty pays (ex: working big storms, etc.)• Team outings/lunches (Spring/Fall) and Christmas Party- employee does not have to organize or work the event• Monetary (bonuses and raises)• Continue to Recognize: years of service with Plaque and bag of goodies. At the end of the year employee shall receive gift card (money, dinner, coffee, spa) (5 year increments)• Hand written note (“thank you” “job well done”, etc.)• Brag board: located front lobby with employee picture and award (ex: Rookie of the year, Employee of the month, etc.)• Discount on rental facilities for city employees• City owned workout facility to promote health• Utility incentives to promote employees to live in Navasota• Reconsider 20-year retirement package/insurance to the age of social security• Evaluate additional employees to complete project assignments• Evaluate incentives for succession planning in career development	Ongoing			
				Ongoing			
					X		
				X			
				X			
				Ongoing	X		
				X			
				X			
					X		
					X		
						X	
							X
				X		X	

		5.1.2	Promote the community and organizational environment	<ul style="list-style-type: none">• Video montage of all city events and city participation of employees• Clear and transparent communication• Create Cultural Diversity Awareness by reaching out to different segments of the City• Career Fair days	Ongoing X X X			
		5.1.3	Explore housing incentives to live and work in Navasota and attract new employees.	<ul style="list-style-type: none">• Partner with local realtors or Chamber to put together informational housing options package• Pay a portion of moving expenses into Navasota within the city limits	X X			



REQUEST FOR CITY COUNCIL AGENDA ITEM #5

Agenda Date Requested: <u>January 9, 2023</u>	Appropriation
Requested By: <u>Jason Weeks, City Manager</u>	Source of Funds: <u>N/A</u>
Department: <u>Administration</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Resolution No. 723-23

AGENDA ITEM #5

Consideration and possible action on Resolution 723-23, designating the persons authorized to sign checks and authorizing designated persons to access bank accounts for certain purposes.

SUMMARY & RECOMMENDATION

With the hiring of the new Chief Financial Officer, the City of Navasota needs to update their signatory list with Citizens State Bank, which is the depository bank for the City. Currently, the following are on the signature cards:

- Mayor Bert Miller
- Mayor Pro Tem Grant Holt
- City Manager Jason B. Weeks
- Finance Director Lance Hall

Staff is recommending City Council remove Lance Hall and replace him with the new Chief Financial Officer Maribel Frank.

ACTION REQUIRED BY CITY COUNCIL

Approve Resolution 723-23, designating the persons authorized to sign checks and authorizing designated persons to access bank accounts for certain purposes.

Approved for the City Council meeting agenda

Jason Weeks

12/22/22

Jason B. Weeks, City Manager

Date

RESOLUTION NO. 723-23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS DESIGNATING THE PERSONS AUTHORIZED TO SIGN CHECKS, AND AUTHORIZING DESIGNATED PERSONS TO ACCESS BANK ACCOUNTS FOR CERTAIN PURPOSES

WHEREAS, the City Council of the City of Navasota, Texas desires to adopt a resolution designating the persons authorized to sign City of Navasota checks drawn upon the account(s) at the City's depository bank; and

WHEREAS, the City Council of the City of Navasota, Texas further desires to adopt a resolution authorizing certain to approve electronic funds transfers, for bill pay and other related items as well as payroll taxes and ACH customer transfers from the City of Navasota bank accounts to the extent necessary to timely initiate;

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

1. The following persons are authorized to sign checks (checks require two signatures) drawn on the account(s) at the City's depository bank for items approved in the City's budget or as specifically authorized by the City Council:

Mayor Bert Miller
Mayor Pro Tem Grant Holt
City Manager Jason Weeks
Chief Financial Officer Maribel Frank

2. The following persons are authorized to approve (two signatures are required) electronic funds transfers, for bill pay and other related items as well as payroll taxes and ACH customer transfers from the City of Navasota bank accounts to the extent necessary to timely initiate:

Mayor Bert Miller
Mayor Pro Tem Grant Holt
City Manager Jason Weeks
Chief Financial Officer Maribel Frank

3. The persons designated hereinabove are further authorized to execute signature cards and other documents required by the City's depository bank to implement this Resolution.

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY



REQUEST FOR CITY COUNCIL AGENDA ITEM #6

Agenda Date Requested: <u>January 9, 2023</u>	Appropriation
Requested By: <u>Jason Weeks, City Manager</u>	Source of Funds: <u>N/A</u>
Department: <u>Administration</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: TexPool Amending Resolution No. 724-23

AGENDA ITEM #6

Consideration and possible action on TexPool Amending Resolution No. 724-23, designating the persons as authorized representatives for the City of Navasota accounts with TexPool (a public funds investment pool) to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by the City of Navasota.

SUMMARY & RECOMMENDATION

With the hiring of the new Chief Financial Officer, the City of Navasota needs to update their authorized representatives with TexPool. TexPool is a public funds investment pool that the City of Navasota utilizes as a short-term investment tool to earn interest higher than the local depository Citizens State Bank. As of December 22, 2022, the city had \$133,708.64 invested with TexPool. City Secretary, Susie Homeyer was the only active authorized user on this account. Therefore, in December 2023, she authorized the deletion of Lance Hall, Finance Director and Brad Stafford, previous City Manager as well as added Jason B. Weeks, current City Manager as an authorized viewer on the account. Currently, the following are on the signature cards:

- Primary - City Secretary, Susie Homeyer
- Viewing Only - Jason B. Weeks, City Manager

Staff is recommending City Council approve the TexPool Amending Resolution to add the new Chief Financial Officer Maribel Frank as the primary authorized user with City Secretary, Susie Homeyer and City Manager, Jason B. Weeks as authorized users. Additionally, staff recommends adding Economic Development Director, Rayna Teixeira as an authorized user too. By adding these authorized users, should an authorized user not be available or is no longer with the organization, continuity of services is guaranteed to allow for transactions to occur.

ACTION REQUIRED BY CITY COUNCIL

Approve TexPool Amending Resolution No. 724-23, designating Maribel Frank, Jason B. Weeks, Susie Homeyer, and Rayna Teicheira as the authorized representatives for the City of Navasota accounts with TexPool.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

12/22/22

Date



1. Resolution (continued)

4.
Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 20.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



REQUEST FOR CITY COUNCIL AGENDA ITEM #7

Agenda Date Requested: <u>January 9, 2023</u>	Appropriation
Requested By: <u>Jason Weeks, City Manager</u>	Source of Funds: <u>N/A</u>
Department: <u>Administration</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
Exhibits: <u>TexSTAR Amending Resolution No. 725-23</u>	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

AGENDA ITEM #7

Consideration and possible action on TexSTAR Amending Resolution No. 725-23, designating the persons as authorized representatives for the City of Navasota accounts with TexSTAR (a public funds investment pool) to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by the City of Navasota.

SUMMARY & RECOMMENDATION

With the hiring of the new Chief Financial Officer, the City of Navasota needs to update their authorized representatives with TexSTAR. TexSTAR is a public funds investment pool that the City of Navasota utilizes as a short-term investment tool to earn interest higher than the local depository Citizens State Bank. As of December 16, 2022, the city had \$133,383.27 invested with TexSTAR. Currently, the following are on the signature cards:

- Previous City Manager, Brad Stafford
- Previous Finance Director, Lance Hall
- City Secretary, Susie Homeyer
- Jason B. Weeks, City Manager
- Economic Development Director, Rayna Teicheira

Staff is recommending City Council remove Lance Hall and replace him with the new Chief Financial Officer Maribel Frank as well as removing previous city manager Brad Stafford.

ACTION REQUIRED BY CITY COUNCIL

Approve TexSTAR Amending Resolution No. 725-23, designating Maribel Frank, Jason B. Weeks, Susie Homeyer, and Rayna Teicheira as the authorized representatives for the City of Navasota accounts with TexSTAR.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

12/22/22

Date



AMENDING RESOLUTION

WHEREAS, _____

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

2. Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

3. Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

4. Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: _____

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED _____

(NAME OF PARTICIPANT)

SIGNED BY: _____
(Signature of official)

(Printed name and title)

ATTESTED BY: _____
(Signature of official)

(Printed name and title)

FOR INTERNAL USE ONLY

APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

.....
AUTHORIZED SIGNER

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE



REQUEST FOR CITY COUNCIL AGENDA ITEM #8

Agenda Date Requested: January 9, 2023

Requested By: Jason Weeks, City Manager

Department: Administration

☐ Report ☐ Resolution ☒ Ordinance

Exhibits: TexCLASS Amending Resolution

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

AGENDA ITEM #8

Consideration and possible action on designating the persons as authorized representatives for the City of Navasota accounts with TexasCLASS (a public funds investment pool) to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by the City of Navasota.

SUMMARY & RECOMMENDATION

With the hiring of the new Chief Financial Officer, the City of Navasota needs to update their authorized representatives with TexasCLASS. TexasCLASS is a public funds investment pool that the City of Navasota utilizes as a short-term investment tool to earn interest higher than the local depository Citizens State Bank. As of December 22, 2022, the city had \$8,206,327.09 invested with TexasCLASS. Staff has deposited the \$1 million in ARPA grant funds along with the \$6.7 million in Certificates of Obligation Series 2022 bond proceeds. Currently, the City Manager is the only authorized user on the account. Previously, Lance Hall, Finance Director had added the City Manager to the account. Therefore, staff is recommending City Council remove Lance Hall and replace him with the new Chief Financial Officer Maribel Frank as well as adding City Secretary Susie Homeyer and Economic Development Director Rayna Teicheira as additional authorized users of the TexasCLASS account.

ACTION REQUIRED BY CITY COUNCIL

Approve designating Maribel Frank, Jason B. Weeks, Susie Homeyer, and Rayna Teicheira as the authorized representatives for the City of Navasota accounts with TexasCLASS.

Approved for the City Council meeting agenda

Jason Weeks

Jason B. Weeks, City Manager

12/22/22

Date



Signatory Amendment Form

Effective Date: _____

Participant # TX-01-_____

Entity Name: _____

Individuals to be Added

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone

Email (Required if Authorized Signer)

Fax

Permissions (must check only one)

- Authorized Signer to Move Funds*
Read Only Access

Representative**

- Yes
No

Email Notifications

- Monthly Statement
Transaction Confirmations

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone

Email (Required if Authorized Signer)

Fax

Permissions (must check only one)

- Authorized Signer to Move Funds*
Read Only Access

Representative**

- Yes
No

Email Notifications

- Monthly Statement
Transaction Confirmations

Individuals to be Removed

Print Full Name

Title

Representative? **

Yes No

Print Full Name

Title

Yes No

**Each account requires one representative (must be authorized signer); a new representative must be assigned when one is removed.

The above changes have been duly approved by a current Authorized Signer:

Signature

Date

Print Name

Title

Note: All completed forms should be sent to the Client Service team via the contact information listed below.

717 17th Street, Suite 1850
Denver, Colorado 80202

T (800) 707-6242
F (855) 848-9910

clientservices@texasclass.com
www.texasclass.com



Signatory Amendment Form

Effective Date: _____

Participant # TX-01-_____

Entity Name: _____

Individuals to be Added

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone

Email (Required if Authorized Signer)

Fax

Permissions (must check only one)

- Authorized Signer to Move Funds*
Read Only Access

Representative**

- Yes
No

Email Notifications

- Monthly Statement
Transaction Confirmations

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone

Email (Required if Authorized Signer)

Fax

Permissions (must check only one)

- Authorized Signer to Move Funds*
Read Only Access

Representative**

- Yes
No

Email Notifications

- Monthly Statement
Transaction Confirmations

Individuals to be Removed

Print Full Name

Title

Representative?*

Yes No

Print Full Name

Title

Yes No

**Each account requires one representative (must be authorized signer); a new representative must be assigned when one is removed.

The above changes have been duly approved by a current Authorized Signer:

Signature

Date

Print Name

Title

Note: All completed forms should be sent to the Client Service team via the contact information listed below.

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clientservices@texasclass.com
www.texasclass.com



REQUEST FOR CITY COUNCIL AGENDA ITEM #9

Agenda Date Requested: January 9, 2023

Requested By: Lupe Diosdado, Director

Department: Development Services

☐ Report ☒ Resolution ☐ Ordinance

Exhibits: Resolution No. 726-23 & VOA Info Flyer

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

AGENDA ITEM #9

Consideration and possible action approving Resolution No. 726-23, in support for the application of Volunteers of America to the Texas Department of Housing and Community Affairs for the 2022 Competitive Nine-Percent Housing Tax Credits to rehabilitate affordable rental housing in connection with Buckingham Gardens.

SUMMARY & RECOMMENDATION

City staff was contacted by Deborah Welchel with Volunteers of America (VOA) regarding a 2022 Competitive Housing Tax Credit application for the rehabilitation of Buckingham Gardens located in Navasota.



The estimated renovation dollar amount per unit (total of 49 units) is \$45,000. VOA's Housing Tax Credit Program application may qualify for additional points if a resolution of support and evidence of commitment of development funding from the governing body of the city are approved. For rural communities like Navasota the minimum commitment is \$250 which can be achieved by waiving permitting fees.

Since this request is not adding any new units to Navasota, staff is recommending City Council to approve Resolution No. 724-23 in support of Volunteers of America rehabilitating Buckingham Gardens in Navasota.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny Resolution No. 726-23, in support for the application of Volunteers of America to the Texas Department of Housing and Community Affairs for the 2022 Competitive Nine-Percent Housing Tax Credits to rehabilitate affordable rental housing in connection with Buckingham Gardens.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/4/2023

Date

RESOLUTION NO. 726-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS, IN SUPPORT FOR THE APPLICATION OF BUCKINGHAM GARDENS VOA AH, LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2023 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO REHABILITATE AFFORDABLE RENTAL HOUSING IN CONNECTION WITH BUCKINGHAM GARDENS APARTMENTS

WHEREAS, Buckingham Gardens VOA AH, LP (the Applicant) has proposed the rehabilitation of affordable senior rental housing for Buckingham Gardens Apartments, which is located at 209 Buckingham Lane, Navasota, Texas 77868; and

WHEREAS, the Applicant has advised that it intends to submit a formal application to the Texas Department of Housing and Community Affairs (TDHCA) for 2023 Competitive 9% Housing Tax Credits (HTC) for Buckingham Gardens Apartments; and

WHEREAS, in accordance with the rules that govern the HTC program, an application may qualify for points for a Resolution of Support and evidence of a commitment of development funding from the governing body of the city in which the proposed development site is located.

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

SECTION 1.

The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

SECTION 2.

That as provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that the City has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds, and

SECTION 3.

The City, acting through its governing body, hereby confirms that it supports the proposed improvements to the Buckingham Gardens Apartments, which are located at 209 Buckingham Lane, Navasota, Texas 77868 and to the Applicant's submission to the TDHCA for HTC and confirms that its governing body has voted specifically to approve the construction or rehabilitation of the Development and

to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

SECTION 4.

That this formal action has been taken to put on record the opinion expressed by the City on the date set forth below.

SECTION 5.

The City, acting through its governing body hereby approved a commitment to the Applicant of funding assistance in the amount of \$250.00 in the form of reduced development fees or contribution of other value for the benefit of the Housing Community, which contribution is conditioned on an award of the HTC to the applicant. The City will provide a letter to the applicant describing the value and form of the contribution and any caveats to delivering the contribution; and

SECTION 6.

The City acting through its governing body, hereby authorizes, empowers, and directs Mayor William "Bert" Miller to execute this Resolution on behalf of the City and to certify this resolution to TDHCA.

SECTION 7.

That the effect of this resolution takes effect immediately.

DULY RESOVLED by the City Council of the City of Navasota, Texas, on the 9th day January 9, 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

MISSION STATEMENT

To engage in the advancement, support, promotion and administration of health, housing, and supportive services, in the ongoing effort to alleviate poverty, human suffering, and distress, all in accordance with the faith-based principles of Volunteers of America.

WHO WE ARE

Volunteers of America National Services (VOANS), an affiliate of Volunteers of America, Inc., is a **human services provider with operations nationwide** and in Puerto Rico. VOANS has a long-established national presence as a **quality provider of both housing and health care**. The two business lines were merged to provide the financial and administrative strength needed to support these complex businesses in 1997. VOANS serves a wide variety of clients facing challenges due to income, age, physical or mental disability, with a special focus on seniors. The dramatic projected increase in the number of older adults in the United States who are living longer with fewer resources, coupled with the emergence of managed healthcare, has created a demand for providers that can **efficiently and skillfully integrate affordable housing, healthcare and other supportive services**. VOANS is one of the few organizations with a **proven track record in both serviced enriched affordable housing and senior care**, thus it is uniquely positioned to take advantage of the increasing opportunities to leverage strengths from each business line.

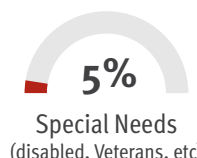
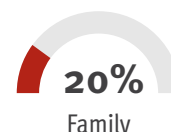
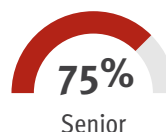


AFFORDABLE HOUSING OWNED AND OPERATED BY VOANS

238
Properties
13,769
Units

OVER 33,909 SERVED ANNUALLY

in **38**
states and
Puerto Rico



SENIOR LIVING AND HEALTHCARE SNAPSHOT

4995
People Served
in 7 States

- 12** Assisted Living Facilities
- 8** Memory Care Units
- 5** Home Health Agencies
- 2** Adult Day Services
- 1** Meal Program

- 12** Skilled Nursing Facilities
- 6** Memory Care Units
- 3** Program of All-inclusive Care for the Elderly (PACE)



2428
Employees

2181
Employees in
senior living/healthcare

247
Employees in housing development // residents services // operations

Friendship comes in all shapes, sizes and where and when we least expect it. Noreen, a decade long resident of North Park Plaza in suburban Minneapolis and her Home Health Aide, Latoshata Bibbs affectionately known to most as “Pumpkin”, have forged a bond you typically witness in a good movie. They met because Noreen receives services through our comprehensive home care which can include medication management, complex medical care, and non-medical tasks such as bathing assistance, and transferring from one location to another. Noreen is 94 years old and a former educator. She continues to live in her home with the support and love from people like Pumpkin.

Noreen she suffers from Fibromyalgia. Pumpkin attends medical appointments with her, helps cook and most importantly, provides companionship. Each morning, Noreen begins the day by naming all of the things for which she is grateful. This includes why she is grateful for the home health service and that she looks for things to appreciate in people. “Sally is such a good boss, she selects good people to work for her. She’s fair, thoughtful, she listens well. Pumpkin is always cheerful, willing to listen to me and solves my problems when she can. She tells me little things about herself, so I know she’s real. All the staff are wonderful, Pumpkin is the star. I would recommend this program. People go through lots of things and they need the support. When I’m in pain, they can tell and they’re patient.”



NOREEN AND PUMPKIN

41% of construction dollars on average were spent on **MBE/WBE subcontractors**

88% of housing survey respondents indicate that their **communities feel safe**

93% average **community placement** rate for three PACE programs

70% of residents admitted to our Rehabilitation and Living Centers (RLCs) returned home, placing our RLCs in the top 20% of all nursing homes in the country

90% of our housing residents believe **VOANS met or exceeded their expectations** of overall customer satisfaction and are willing to recommend our communities to a friend or relative

93.2% is the average **REAC score for the housing portfolio** (National average is 85.9%) Real Estate Assessment Center (REAC) is the U.S. Department of Housing and Urban Development’s housing quality performance assessment

YEAR IN REVIEW

- ▼ **New VOANS Housing & Healthcare Customer Service Hotline**
- ▼ Initiated the **Treatment In Place** program model, which focuses on providing behavioral health services to support the mental health needs among the aging population
- ▼ VOANS is the development consultant to VOA, Inc. in its effort to **finance and develop a new headquarters** in the Buzzard Point area of Washington, DC
- ▼ Launched new **VOANS website**
- ▼ **Launched Process Improvement, Value and Optimization Team (“PIVOT”)** for organizational process improvement and trained six staff across housing and healthcare in Lean/Six Sigma to support efficiency projects across the organization
- ▼ New Edge2Learn Education Platform, **state-of-the-art learning management system** with hundreds of training courses
- ▼ Launched Housing for Healthcare and Justice Fund; **Philanthropic goal of \$25MM**
- ▼ Launched WeCareConnect, an **interactive platform** for employees to share comments and concerns, **to help increase employee satisfaction and retention**

MEET ERIC



Compassion shines through our mission, our staff and even the residents. Erik, a resident at Freedom Village in Youngstown, Ohio, shares and lives by the shared values of VOANS. He has worked for Goodwill Industries for over 20 years as a broadcast technician. The program he works with helps individuals who are blind or have learning disabilities. They can tune into his broadcast and listen to local and national news. And to discover, Erik is blind, but that does not stop him from living his life to the fullest. He is involved with his community, attends most functions at the property and church every Sunday. Erik has many interests, including being an avid sports fan. He also enjoys listening to books and movies, collects action figures and loves wearing festive outfits. He LOVES bingo, so the property service coordinator researched how to purchase braille bingo cards so that Erik and others can enjoy the pastime. His passion and compassion are remarkable. We are lucky he is a resident at Freedom Village.



REQUEST FOR CITY COUNCIL AGENDA ITEM #10

Agenda Date Requested: <u>January 9, 2023</u>	Appropriation
Requested By: <u>Lupe Diosdado, Director</u>	Source of Funds: <u>N/A</u>
Department: <u>Development Services</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Grimes County.Net License Agreement

AGENDA ITEM #10

Consideration and possible action on entering into a license agreement with Grimes County.Net for water tower space on the City of Navasota water tower, to provide wireless internet services.

SUMMARY & RECOMMENDATION

On July 6, 2022, city staff issued a Request for Proposals (RFP) in accordance with the adopted Water Tower policy with a submittal deadline of August 5, 2022. The city received two (2) sealed proposals for City Council's review and consideration. Below is the link to the RFP listing on the City's Website:

<https://www.navasotatx.gov/home/news/request-proposals-rfplicense-water-tower-space>

At the August 22, 2022, City Council meeting, City Council directed staff to work with both proposers to negotiate a non-exclusive license agreement with Navasota Wi-Fi & Grimes County.Net for water tower space on existing City of Navasota two water towers. Grimes County.Net agreed to utilize the Oakwood/Miller Street tower and Navasota Wi-Fi the Allen Street tower.

Attached for City Council consideration is the proposed license agreement drafted and reviewed by city staff, legal counsel, and Grimes County.Net. The agreement includes a \$5.00 per subscriber fee for each wireless customer being served by the licensed water tower space.

While both agreements for Navasota Wi-Fi and Grimes County.Net are similar there are a few minor differences between each license agreement. The attached Grimes

County.Net license agreement includes the following items that are exclusive to Grimes County.Net:

- Weather Watch & Fire Watch Cameras installed on each water tower for City usage.
- Additional IP Network Connectivity for the City's SCADA system.
- For cause termination language of the license agreement based on performance metrics driven by end user/client surveys.

Staff recommends City Council to approve attached license agreement as presented.

ACTION REQUIRED BY CITY COUNCIL

Approve a license agreement with Grimes County.Net for water tower space on the City of Navasota water tower, to provide wireless internet services to the community.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/4/2023

Date

WATER TOWER LICENSE AGREEMENT

This License Agreement ("Agreement") made this 9th day of January, 2023 by and between the **CITY OF NAVASOTA**, whose physical office is located at 200 E. McAlpine Street, Navasota, Texas 77868 ("City") and **GRIMES COUNTY.NET, LLC**, whose mailing address is PO Box 1536 Navasota, TX 77868-1536, ("Licensee").

1. SCOPE OF LICENSE: Subject to the terms and conditions of this Agreement, City hereby grants Licensee non-exclusive rights to a certain portion of its elevated water storage site located at: Oakwood/Miller Street, Navasota, TX ("Property"). City grants permission for Licensee to install, maintain, and operate its wireless internet radio equipment described in Exhibit 1 attached hereto and incorporated herein ("Equipment") and to attach site improvement upon the property as described and depicted in Exhibit 2 attached hereto and incorporated herein ("Site Improvements") upon the Property. All placement, installation, and construction of Equipment and Site Improvements are subject to the approval of City.

- a. GRIMES COUNTY.NET will provide IP connectivity to the City's SCADA system in coordination with the Public Works Department.
- b. GRIMES COUNTY.NET will install FireWatch and WeatherWatch cameras on the water towers to provide increased situational awareness to the City's first responders and citizens. These cameras are a great tool for forensics and provide timelines for events that would be hard to determine otherwise. Cameras on railroad crossings, major intersections and flood prone areas can be added later as well once the network is in place.

Interference and network performance degradation can occur when antennas are pointed towards each other from nearby towers. To ensure that this is minimized, equipment placement on the towers must be coordinated especially on those sectors of the compass where there is double and soon triple cross-fire interference potential.

Providers shall communicate at least quarterly to share interference data and align frequency and bandwidth usage plans.

Space shall be reserved for installation of a backhaul radio at the Oakwood/Miller Street water tower in a location that provides for direct line-of-sight to the Allen Street water tower for Navasota Wifi. At least 3 feet of railing mounting space shall be reserved on the Oakwood Street water tower for Navasota WiFi for that backhaul device.

The third water tower on the East side of State Highway 6 can be integrated into the frequency and sector pattern coordination plan once it is constructed.

2. TERMS: The term of this Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for ten (10) years ("Initial Term"). This Agreement will be automatically renewed for additional one additional ten (10) year term ("Renewal Term") unless terminated by either party.

At the end of the final non-renewed term, City shall take ownership of those components and equipment used for the SCADA and City facility connections and FireWatch cameras. Grimes County.net shall remove all other equipment leaving the SCADA system and camera system fully operational.

3. CONSIDERATION: During the term of this Agreement, Licensee shall pay to the City the sum of Five and No/100 Dollars (\$5.00) per connected subscriber utilizing the equipment attached directly or indirectly to the property monthly. The fee shall be due and payable on the fifteenth day of each month based on the previous month subscriber count. Licensee, as consideration, will also provide the City quarterly data collected from the Equipment to verify the amount of subscribers utilizing the equipment directly or indirectly through other access points. The data is reserved for the City officials and is intended

to be used for financial forecasting. City agrees not to redistribute data to any outside party, business, or organization.

4. TAXES AND GOVERNMENTAL CHARGES: In addition to the consideration specified in Article 3, Licensee will pay and discharge all taxes, general and special assessments and other governmental charges of any kind levied on or assessed against City or Licensee for Licensee's structures or Equipment placed on the Property. Licensee will pay all such taxes, charges, and assessments directly to the public officer charged with their collection not fewer than ten (10) days before they become delinquent, and Licensee will indemnify City and hold it harmless from all such taxes, charges, and assessments. Licensee may, in good faith and at its own expense, contest any such taxes, charges, and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due.

5. ACCESS TO PREMISES: Upon advance scheduling with City at least twenty-four (24) hours in advance of the proposed entry, except in the event of an emergency, City agrees that Licensee shall have access to the Property at all reasonable times for the purpose of installing and maintaining the said Equipment, along with all related utility wires, cables and conduits. City shall furnish Licensee with necessary means of access for the purpose of ingress and egress to the Property. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Licensee or persons under their direct supervision will be permitted to enter the Property. Subject to the terms of this Agreement, Licensee will have the non-exclusive right for ingress and egress to the Property in order to comply with its obligations hereunder. Licensee's use of the Property will not interfere with City's use of and access to the Property, nor with the use of and access to the Property of other authorized users, including users in actual or potential competition with Licensee.

6. MAINTENANCE: Licensee will be obligated, at its sole cost, to maintain and repair Licensee's Equipment and Licensee's related improvements, antennas, or other property approved by the City in good working condition. At such times that City becomes aware of required maintenance or repairs to be performed by Licensee, Licensee will complete such repair and maintenance within a reasonable period after receipt of notice thereof from City except in the event of an emergency. Licensee shall not make any alterations, modifications, or improvements to the Property or perform any painting on the Property without the written approval of the City.

7. DAMAGES TO PROPERTY: Licensee shall promptly notify the City of any and all damages resulting from, arising out of, or caused to the Property and City property surrounding the Property, including but not limited to structural damages, electrical damages, damages to fencing, irrigations systems, or landscaping by Licensee's operations, by Licensee, its officers, agents, contractors, employees, and invitees. Licensee shall be solely responsible for the costs and the repair of all such damages and such repairs and/or replacements shall be completed in a timely manner acceptable to the City.

8. TRANSFER OF INTEREST AND ASSIGNMENT: (a) Licensee may assign this Agreement upon written notice to the City and approval of said assignment by the City. (b) This Agreement does not prevent sale or exchange of the Property by the City. However, any transferee of City's interest in the Property takes such interest subject to this Agreement. (c) So long as the Licensee is not in default in payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the license on the Licensee's part to be performed, the Licensee's possession of the Property and the Licensee's rights and privileges under the license, or any extensions or renewals thereof, which may be effected in accordance with any option therefore in the license, shall not be diminished or interfered with by any subsequent mortgagee, lender or Acquiring party and the Licensee's occupancy of the licensed premises shall not be disturbed by any subsequent mortgagee, lender or Acquiring party for any reason whatsoever during the term of the license or any extensions or renewals thereof. (d) Provided (i) Licensee complies with this Agreement, (ii) Licensee is not in default under the terms of the license and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the license, and (iii) the license is in full force and effect, any default under any subsequent Mortgage, lender or

Acquiring party and any proceeding to foreclose the same will not disturb Licensee's possession under the license and the license will not be affected or cut off thereby. **(e)** In the event of a sale or other event of Licensee's company, or where a majority of control is obtained by another, City acknowledges and agrees that Licensee has the right to assign and/or transfer to purchasers, or majority control holders, this Agreement with all terms and provisions to be in full force and effect by and between City and new Licensee.

9. TERMINATION:

- (a) Agreement may be terminated by mutual consent of both parties with 90 days prior written notice OR in the event of substantial breach by either party.
- (b) Licensee will be considered in substantial breach of the contract if it fails to provide and maintain acceptable levels of service to both city users and private sector users.
- (c) Acceptable service levels shall be determined by customer service quality metrics.
- (d) Customer service surveys shall be sent out twice per year to clients via email.
- (e) Survey respondents will score Licensee on: Service up-time, Speed (delivered vs. advertised) and customer service responsiveness.
- (f) Responses shall be collected and forwarded to the city for review. Customer satisfaction should remain above 65% at all times. A satisfaction average below 65% for two consecutive survey cycles shall permit the city to put Licensee on notice to remedy satisfaction issues. In the event that Licensee fails to improve satisfaction ratings within the next survey cycle then it shall be given final notice to cure issues. Failure to cure issues within 90 days of final notice shall be cause for termination of the contract.
- (g) City will be considered in substantial breach of the contract if it fails to comply with Section 14 below.
- (h) Upon termination of this Agreement, Licensee will, at its sole expense, remove its Equipment and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted.

10. INDEMNIFICATION: LICENSEE SHALL AT ALL TIMES COMPLY WITH ALL LAWS AND ORDINANCES AND ALL RULES AND REGULATIONS OF MUNICIPAL, STATE AND FEDERAL GOVERNMENT AUTHORITIES RELATING TO THE INSTALLATION, MAINTENANCE, HEIGHT, LOCATION, USE, OPERATION, AND REMOVAL OF THE FACILITIES AUTHORIZED HEREIN. LICENSEE SHALL FULLY INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY OR IN CONNECTION WITH THIS AGREEMENT OR THE ACTIVITIES TO BE PERFORMED HEREUNDER.

11. INSURANCE:

Licensee shall keep in full force and effect during the terms of this Agreement insurance in the following types and minimum amounts:

TYPE	AMOUNT
Worker's Compensation or the equivalent if approved by the City	Statutorily required or as agreed by City
Employer's Liability	\$1,000,000.00
Comprehensive General Liability Including Contractual Liability, Premises/Operations, Personal Injury Liability	Combined Single Limit \$1,000,000.00 per occurrence \$1,000,000.00 aggregate
*Comprehensive Automobile Liability, Including Owned, Non-owned, and Hired Car Coverage *(applicable only If vehicles are used on Premises)	Bodily Injury: \$250,000.00 per person \$500,000.00 aggregate Property Damage: \$500,000.00 per occurrence \$500,000.00 aggregate

All insurance policies shall be subject to the examination and approval of City for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish copies of the policies or certificates of insurance to City plainly and clearly evidencing the terms of such insurance prior to Licensee commencing activities under this Agreement, and thereafter new certificates or policies prior to the expiration date of any prior certificate or policy.

Licensee understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this Agreement.

Licensee shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas satisfactory to City. All policies required by this article shall also contain the following provisions:

1. City of Navasota, Texas named as an additional insured.
2. Policy terms shall provide that such insurance shall not be canceled or materially changed without a minimum of thirty (30) days advance notice in writing to the City of Navasota, Texas.

12. NOTICES: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier's regular business delivery service and provided further that it guarantees delivery to the address by the end of the next business day following the courier's receipt from the sender, addressed as follows or any other address that the Party to be notified may have designated to be sender by like notice:

CITY: City of Navasota
P.O. Box 910
Navasota, TX 77868

LICENSEE: GRIMES COUNTY.NET, LLC
P.O. Box 1536
Navasota, TX 77868-1536

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

13. DUTIES OF LICENSEE: (a) Licensee agrees:

- (i) To construct, improve, maintain, upgrade, add and/or repair the Equipment and Site Improvements, at its sole expense.
- (ii) To maintain that portion of the Property where the Equipment is located in as good condition as reasonable use will permit.
- (iii) To manage and operate the Equipment in a reasonable manner and conduct all its activities on the Property in compliance with all applicable Federal, State, and local laws, regulations, and ordinances.
- (iv) To maintain such insurance upon the Equipment or its personal property as it determines necessary.
- (v) To obtain, at Licensee's expense, all licenses and permits required for Licensee's use of the Property.
- (vi) To hold City harmless from claims arising from Licensee's use of the Property.
- (vii) To be responsible for any and all costs associated with electrical and other utility hookup, maintenance, and service which is due to Licensee's operations at the Property including broadband if required.
- (viii) That the premises will be kept free of mechanics and materialmen's liens.

(b) Licensee may, at any time while it occupies the premises, or within a reasonable time thereafter, remove any equipment owned or placed by Licensee in, under, or on the premises, whether before or during the license term. Licensee must, at its sole expense, repair any damage to the premises resulting from the removal. (c) Licensee agrees to have installed equipment of the type and frequency, which will not cause measurable interference to the equipment of the City, or if applicable, other lessees of the Property. In the event Licensee's equipment causes such interference, and after City has notified Licensee of such interference, Licensee will take all steps necessary to correct and eliminate the interference within three (3) days written notice of the problem, and if such interference cannot be eliminated within ten (10) days of such notice, Licensee shall suspend operations at the site while the interference problems are studied and a means to eliminate the problem is found. (d) The City will not grant a license to any other party for the use of the Property without including in that license a provision stating that the party's use will not cause electrical interference to the City or to Licensee on said Property. Furthermore, license agreements with third parties will state that prior to installation of improvements, such third parties shall be required to conduct band width testing of its equipment, City equipment, and the equipment of any Licensee. Licensee shall have the right to terminate this Agreement upon ten (10) days written notice to the City if another user of the Property causes significant interference with Licensee's operations, and such interference is not corrected within ten (10) days following the notice to such third party user causing the interference. In the event that Licensee experiences interference caused by a third party licensee or lessee, Licensee agrees that it shall seek recourse solely from such third party. No compensation shall be due from the City for damages, including but not limited to, lost or anticipated profits. Licensee shall have the sole burden of, and be responsible for all costs associated with, alleging and proving that another user of the Property is causing significant interference, as well as for otherwise enforcing Licensee's rights under this Agreement. The City shall not be responsible for the costs associated with the resolution of any dispute between users of the Property, or enforcement of any of Licensee's rights under this Agreement.

14. DUTIES OF CITY: (a) City agrees:

- (i) To permit Licensee or its agents, representatives, or employees to enter the premises anytime (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment, subject to the terms of Article 5 of this Agreement.
- (ii) To reasonably cooperate with Licensee (at no cost to City) to obtain any necessary licenses or permits.
- (iii) To not use or to permit the use of the Property in a manner which interferes with the operations of the Licensee.

(b) City represents that they are either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. (c) City covenants that as long as Licensee pays the rent and other charges

under this license and observes the covenants and terms of this license, Licensee will lawfully and quietly hold, occupy, and enjoy the premises during the license term without being disturbed by City or any person claiming under City, except for any portion of the Property that is taken under the power of eminent domain.

15. MISCELLANEOUS PROVISIONS: (a) This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State of Texas and venue shall lie exclusively in Grimes County. (b) The Licensee may record this Agreement with the appropriate Recording Officer. (c) City represents that they are either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. (d) This Agreement constitutes the parties' sole Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

APPROVAL

All provisions and terms are subject to final approval of appropriate officers of Licensee. Once approved and signed the terms and provisions of this Agreement are to be held in full force and effect. Such terms and provisions not to be changed, altered, or renegotiated, in anyway, by either party, until after such time as the Agreement is terminated, the term of the license expires or an amendment to the license can be agreed to and signed by both parties.

IN WITNESS WHEREOF, the parties hereto set their hands and affix their respective seals, the day and year first above written, that they have read, understand, and agree to uphold the terms and provisions above.

CITY: **CITY OF NAVASOTA**

By: _____

 Name: _____

 Title: _____

 Date: _____

LICENSEE: **GRIMES COUNTY.NET, LLC**

By: _____

 Name: _____

 Title: _____

 Date: _____



REQUEST FOR CITY COUNCIL AGENDA ITEM #11

Agenda Date Requested: <u>January 9, 2023</u>	Appropriation
Requested By: <u>Lupe Diosdado, Director</u>	Source of Funds: <u>N/A</u>
Department: <u>Development Services</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Navasota Wi-Fi License Agreement

AGENDA ITEM #11

Consideration and possible action on entering into a license agreement with Navasota Wi-Fi for water tower space on the City of Navasota water tower, to provide wireless internet services.

SUMMARY & RECOMMENDATION

On July 6, 2022, city staff issued a Request for Proposals (RFP) in accordance with the adopted Water Tower policy with a submittal deadline of August 5, 2022. The City received two (2) sealed proposals for City Council's review and consideration. Below is the link to the RFP listing on the City's Website:

<https://www.navasotatx.gov/home/news/request-proposals-rfplicense-water-tower-space>

At the August 22, 2022, City Council meeting, City Council directed staff to work with both proposers to negotiate a non-exclusive license agreement with Navasota Wi-Fi & Grimes County.Net for water tower space on existing City of Navasota two water towers. Grimes County.Net agreed to utilize the Oakwood/Miller Street tower and Navasota Wi-Fi the Allen Street tower.

Attached for City Council consideration is the proposed license agreement drafted and reviewed by city staff, legal counsel, and Navasota Wi-Fi. The agreement includes a \$5.00 per subscriber fee for each wireless customer being served by the licensed water tower space.

While both agreements for Navasota Wi-Fi and Grimes County.Net are similar there are a few minor differences between each license agreement. The attached Navasota

Wi-Fi license agreement includes the following items that are exclusive to Navasota Wi-Fi:

- Additional Indemnification language to exclude gross negligence, fraud, and willful misconduct by the City of Navasota.

Staff recommends City Council to approve the license agreement as presented.

ACTION REQUIRED BY CITY COUNCIL

Approve a license agreement with Navasota Wi-Fi for water tower space on the City of Navasota water tower, to provide wireless internet services to the community.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/4/2023

Date

WATER TOWER LICENSE AGREEMENT

This License Agreement (“Agreement”) made this 9th day of January, 2023 by and between the **CITY OF NAVASOTA**, whose physical office is located at 200 E. McAlpine Street, Navasota, Texas 77868 (“City”) and **NAVASOTA WIFI, LLC**, whose mailing address is 102 East Washington Ave, Navasota, TX 77868 (“Licensee”).

1. SCOPE OF LICENSE: Subject to the terms and conditions of this Agreement, City hereby grants Licensee non-exclusive rights to a certain portion of its elevated water storage site located at: Allen Street, Navasota, TX (“Property”). City grants permission for Licensee to install, maintain, and operate its wireless internet radio equipment described in Exhibit 1 attached hereto and incorporated herein (“Equipment”) and to attach site improvement upon the property as described and depicted in Exhibit 2 attached hereto and incorporated herein (“Site Improvements”) upon the Property. All placement, installation, and construction of Equipment and Site Improvements are subject to the approval of City.

Interference and network performance degradation can occur when antennas are pointed towards each other from nearby towers. To ensure that this is minimized, equipment placement on the towers must be coordinated especially on those sectors of the compass where there is double and soon triple cross-fire interference potential.

Providers shall communicate at least quarterly to share interference data and align frequency and bandwidth usage plans.

Space shall be reserved for installation of a backhaul radio at Oakwood/Miller Street water tower in a location that provides for direct line-of-sight to the Allen Street water tower for Navasota Wifi. At least 3 feet of railing mounting space shall be reserved on the Oakwood/Miller Street water tower for Navasota WiFi for that backhaul device.

The third water tower on the East side of State Highway 6 can be integrated into the frequency and sector pattern coordination plan once it is constructed.

2. TERMS: The term of this Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for ten (10) years (“Initial Term”). This Agreement will be automatically renewed for additional one additional ten (10) year term (“Renewal Term”) unless terminated by either party.

3. CONSIDERATION: During the term of this Agreement, Licensee shall pay to the City the sum of Five and No/100 Dollars (\$5.00) per connected subscriber utilizing the equipment attached directly or indirectly to the property monthly. The fee shall be due and payable on the fifteenth day of each month based on the previous month subscriber count. Licensee, as consideration, will also provide the City quarterly data collected from the Equipment to verify the amount of subscribers utilizing the equipment directly or indirectly through other access points. The data is reserved for the City officials and is intended to be used for financial forecasting. City agrees not to redistribute data to any outside party, business, or organization.

4. TAXES AND GOVERNMENTAL CHARGES: In addition to the consideration specified in Article 3, Licensee will pay and discharge all taxes, general and special assessments and other governmental charges of any kind levied on or assessed against City or Licensee for Licensee’s structures or Equipment placed on the Property. Licensee will pay all such taxes, charges, and assessments directly to the public officer charged with their collection not fewer than ten (10) days before they become delinquent, and Licensee will indemnify City and hold it harmless from all such taxes, charges, and assessments. Licensee may, in good faith and at its own expense, contest any such taxes, charges, and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due.

5. ACCESS TO PREMISES: Upon advance scheduling with City at least twenty-four (24) hours in advance of the proposed entry, except in the event of an emergency, City agrees that Licensee shall have access to the Property at all reasonable times for the purpose of installing and maintaining the said Equipment, along with all related utility wires, cables and conduits. City shall furnish Licensee with necessary means of access for the purpose of ingress and egress to the Property. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Licensee or persons under their direct supervision will be permitted to enter the Property. Subject to the terms of this Agreement, Licensee will have the non-exclusive right for ingress and egress to the Property in order to comply with its obligations hereunder. Licensee's use of the Property will not interfere with City's use of and access to the Property, nor with the use of and access to the Property of other authorized users, including users in actual or potential competition with Licensee.

6. MAINTENANCE: Licensee will be obligated, at its sole cost, to maintain and repair Licensee's Equipment and Licensee's related improvements, antennas, or other property approved by the City in good working condition. At such times that City becomes aware of required maintenance or repairs to be performed by Licensee, Licensee will complete such repair and maintenance within a reasonable period after receipt of notice thereof from City except in the event of an emergency. Licensee shall not make any alterations, modifications, or improvements to the Property or perform any painting on the Property without the written approval of the City.

7. DAMAGES TO PROPERTY: Licensee shall promptly notify the City of any and all damages resulting from, arising out of, or caused to the Property and City property surrounding the Property, including but not limited to structural damages, electrical damages, damages to fencing, irrigations systems, or landscaping by Licensee's operations, by Licensee, its officers, agents, contractors, employees, and invitees. Licensee shall be solely responsible for the costs and the repair of all such damages and such repairs and/or replacements shall be completed in a timely manner acceptable to the City.

8. TRANSFER OF INTEREST AND ASSIGNMENT: (a) Licensee may assign this Agreement upon written notice to the City and approval of said assignment by the City. (b) This Agreement does not prevent sale or exchange of the Property by the City. However, any transferee of City's interest in the Property takes such interest subject to this Agreement. (c) So long as the Licensee is not in default in payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the license on the Licensee's part to be performed, the Licensee's possession of the Property and the Licensee's rights and privileges under the license, or any extensions or renewals thereof, which may be effected in accordance with any option therefore in the license, shall not be diminished or interfered with by any subsequent mortgagee, lender or Acquiring party and the Licensee's occupancy of the licensed premises shall not be disturbed by any subsequent mortgagee, lender or Acquiring party for any reason whatsoever during the term of the license or any extensions or renewals thereof. (d) Provided (i) Licensee complies with this Agreement, (ii) Licensee is not in default under the terms of the license and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the license, and (iii) the license is in full force and effect, any default under any subsequent Mortgage, lender or Acquiring party and any proceeding to foreclose the same will not disturb Licensee's possession under the license and the license will not be affected or cut off thereby. (e) In the event of a sale or other event of Licensee's company, or where a majority of control is obtained by another, City acknowledges and agrees that Licensee has the right to assign and/or transfer to purchasers, or majority control holders, this Agreement with all terms and provisions to be in full force and effect by and between City and new Licensee.

9. TERMINATION: (a) Either party may terminate this Agreement by providing the other party sixty (60) days written notice. (b) Upon termination of this Agreement, Licensee will, at its sole expense, remove its Equipment and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted.

10. INDEMNIFICATION: NAVASOTA WIFI SHALL AT ALL TIMES COMPLY WITH ALL LAWS AND ORDINANCES AND ALL RULES AND REGULATIONS OF MUNICIPAL, STATE AND FEDERAL GOVERNMENT AUTHORITIES RELATING TO THE INSTALLATION, MAINTENANCE, HEIGHT, LOCATION, USE, OPERATION, AND REMOVAL OF THE FACILITIES AUTHORIZED HEREIN. NAVASOTA WIFI SHALL FULLY INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY, ARISING OUT OF THE NEGLIGENT ACTS OF NAVASOTA WIFI IN CONNECTION WITH THE ACTIVITIES TO BE PERFORMED UNDER THIS AGREEMENT, EXCLUDING GROSS NEGLIGENCE, FRAUD, AND WILLFUL MISCONDUCT OF THE CITY.

11. INSURANCE:

Licensee shall keep in full force and effect during the terms of this Agreement insurance in the following types and minimum amounts:

TYPE	AMOUNT
Worker's Compensation or the equivalent if approved by the City	Statutorily required or as agreed by City
Employer's Liability	\$1,000,000.00
Comprehensive General Liability Including Contractual Liability, Premises/Operations, Personal Injury Liability	Combined Single Limit \$1,000,000.00 per occurrence \$1,000,000.00 aggregate
*Comprehensive Automobile Liability, Including Owned, Non-owned, and Hired Car Coverage *(applicable only If vehicles are used on Premises)	Bodily Injury: \$250,000.00 per person \$500,000.00 aggregate Property Damage: \$500,000.00 per occurrence \$500,000.00 aggregate

All insurance policies shall be subject to the examination and approval of City for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish copies of the policies or certificates of insurance to City plainly and clearly evidencing the terms of such insurance prior to Licensee commencing activities under this Agreement, and thereafter new certificates or policies prior to the expiration date of any prior certificate or policy.

Licensee understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this Agreement.

Licensee shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas satisfactory to City. All policies required by this article shall also contain the following provisions:

1. City of Navasota, Texas named as an additional insured.
2. Policy terms shall provide that such insurance shall not be canceled or materially changed without a minimum of thirty (30) days advance notice in writing to the City of Navasota, Texas.

12. NOTICES: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier's regular business delivery service and provided further that it guarantees delivery to the address by the end of the next business day following the courier's receipt from the sender, addressed as follows or any other address that the Party to be notified may have designated to be sender by like notice:

CITY: City of Navasota
P.O. Box 910
Navasota, TX 77868

LICENSEE: NAVASOTA WIFI, LLC

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

13. DUTIES OF LICENSEE: (a) Licensee agrees:

- (i) To construct, improve, maintain, upgrade, add and/or repair the Equipment and Site Improvements, at its sole expense.
- (ii) To maintain that portion of the Property where the Equipment is located in as good condition as reasonable use will permit.
- (iii) To manage and operate the Equipment in a reasonable manner and conduct all its activities on the Property in compliance with all applicable Federal, State, and local laws, regulations, and ordinances.
- (iv) To maintain such insurance upon the Equipment or its personal property as it determines necessary.
- (v) To obtain, at Licensee's expense, all licenses and permits required for Licensee's use of the Property.
- (vi) To hold City harmless from claims arising from Licensee's use of the Property.
- (vii) To be responsible for any and all costs associated with electrical and other utility hookup, maintenance, and service which is due to Licensee's operations at the Property including broadband if required.
- (viii) That the premises will be kept free of mechanics and materialmen's liens.

(b) Licensee may, at any time while it occupies the premises, or within a reasonable time thereafter, remove any equipment owned or placed by Licensee in, under, or on the premises, whether before or during the license term. Licensee must, at its sole expense, repair any damage to the premises resulting from the removal. (c) Licensee agrees to have installed equipment of the type and frequency, which will not cause measurable interference to the equipment of the City, or if applicable, other lessees of the Property. In the event Licensee's equipment causes such interference, and after City has notified Licensee of such interference, Licensee will take all steps necessary to correct and eliminate the interference within three (3) days written notice of the problem, and if such interference cannot be eliminated within ten (10) days of such notice, Licensee shall suspend operations at the site while the interference problems are studied and a means to eliminate the problem is found. (d) The City will not grant a license to any other party for the use of the Property without including in that license a provision stating that the party's use will not cause electrical interference to the City or to Licensee on said Property. Furthermore, license agreements with third parties will state that prior to installation of improvements, such third parties shall be required to conduct band width testing of its equipment, City equipment, and the equipment of any Licensee. Licensee shall have the right to terminate this Agreement upon ten (10) days written notice to the City if another user of the Property causes significant interference with Licensee's operations, and such interference is not corrected within ten (10) days following the notice to such third party user causing the interference. In the event that Licensee experiences interference caused by a third party licensee or lessee, Licensee agrees that it shall seek recourse solely from such third party. No compensation shall be due from the City for damages, including but not limited to, lost or anticipated profits. Licensee shall have the sole burden of, and be

responsible for all costs associated with, alleging and proving that another user of the Property is causing significant interference, as well as for otherwise enforcing Licensee's rights under this Agreement. The City shall not be responsible for the costs associated with the resolution of any dispute between users of the Property, or enforcement of any of Licensee's rights under this Agreement.

14. DUTIES OF CITY: (a) City agrees:

- (i) To permit Licensee or its agents, representatives, or employees to enter the premises anytime (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment, subject to the terms of Article 5 of this Agreement.
- (ii) To reasonably cooperate with Licensee (at no cost to City) to obtain any necessary licenses or permits.
- (iii) To not use or to permit the use of the Property in a manner which interferes with the operations of the Licensee.

(b) City represents that they are either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. (c) City covenants that as long as Licensee pays the rent and other charges under this license and observes the covenants and terms of this license, Licensee will lawfully and quietly hold, occupy, and enjoy the premises during the license term without being disturbed by City or any person claiming under City, except for any portion of the Property that is taken under the power of eminent domain.

15. MISCELLANEOUS PROVISIONS: (a) This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State of Texas and venue shall lie exclusively in Grimes County. (b) The Licensee may record this Agreement with the appropriate Recording Officer. (c) City represents that they are either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. (d) This Agreement constitutes the parties' sole Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

APPROVAL

All provisions and terms are subject to final approval of appropriate officers of Licensee. Once approved and signed the terms and provisions of this Agreement are to be held in full force and effect. Such terms and provisions not to be changed, altered, or renegotiated, in anyway, by either party, until after such time as the Agreement is terminated, the term of the license expires or an amendment to the license can be agreed to and signed by both parties.

IN WITNESS WHEREOF, the parties hereto set their hands and affix their respective seals, the day and year first above written, that they have read, understand, and agree to uphold the terms and provisions above.

CITY: **CITY OF NAVASOTA**

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE: **NAVASOTA WIFI, LLC**

By: _____

Name: _____

Title: _____

Date: _____



REQUEST FOR CITY COUNCIL AGENDA ITEM #12

Agenda Date Requested: January 9, 2023

Requested By: Susie Homeyer, City Secretary

Department: Administration

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Minutes for December 2022 &
Municipal Court Report for December 2022

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☒ Yes ☐ No

AGENDA ITEM #12

Consent agenda items are:

A. Approve the minutes for the month of December 2022

B. Approve Municipal Court report for December 2022

SUMMARY & RECOMMENDATION

Consent agenda items may be acted upon with one motion and vote. No separate discussion or action is necessary unless requested by the Mayor or City Councilmember, in which event the item will be removed from the Consent Agenda for separate discussion and/or action by the City Council as part of the regular agenda.

A & B: Staff has placed the minutes and Municipal Court report for the month of December 2022 on the consent agenda for approval.

Due to the vacancy in the Finance Director, monthly financials and investment reports will be provided at a future meeting. The new CFO began on January 3rd; therefore, she needs time to close the month of December 2022.

ACTION REQUIRED BY CITY COUNCIL

Approve Consent Agenda: Approve the minutes and Municipal Court Report for the month of December 2022.

Approved for the City Council meeting agenda

Jason Weeks

Jason B. Weeks, City Manager

1/4/2023

Date

**MINUTES
REGULAR MEETING
DECEMBER 12, 2022**

The City Council of the City of Navasota, Grimes County, Texas met at the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street at 6:00 p.m., Navasota, Texas on the above date with the following being present:

**Bernie Gessner, Councilmember, Place # 1
Pattie Pederson, Councilmember, Place # 2
Josh M. Fultz, Councilmember, Place # 3
Bert Miller, Mayor, Place # 4
Grant E. Holt, Mayor Pro-Tem, Place # 5**

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Cary Bovey, Legal Counsel; Bobbie Ullrich, Marketing and Communication Director; Mike Mize, Police Chief; Jose Coronilla, Director of Streets and Sanitation, Lupe Diosdado, Development Services Director; Jason Katkoski, Fire Chief/EMC; Peggy Johnson, HR Director; Victoria Gochnour, Police Officer; Evan Peterson, Police Officer, Todd Moon, Police Officer and Paige Saylor, Communication Operator.

VISITORS: Connie Clements, Deborah Richardson, Mac Vaughn, Johnny McNally, Lise' McNally, Meribeth Shimshack, Michael Dearing and Yolanda Fultz.

THE ITEMS ON THE AGENDA WERE TAKEN UP IN DUE ORDER AS FOLLOWS:

1. Mayor Bert Miller called the meeting to order at 6:00 p.m.
2. Invocation was given by Mac Vaughn. The City Council, staff members and visitors then recited the Pledge of Allegiance to the American Flag and the Texas Flag.
3. Remarks of visitors: None.
4. Staff report:
 - a) HR Director Peggy Johnson introduced the following new employees:
Todd Moon and Paige Saylor.

- b) Michael Dearing, owner of Spinner Aviation, gave an annual update on the airport. Some of the highlights for 2022 are listed below:

Airport occupancy

2022: Approximately 77 airplanes based on the airport

6 Twin engine

7 Turboprop or Jet powered

3 People building their own planes

Fuel volumes

56% Jet fuel

44% Avgas

Increased approximately 15% over 2021

Tripled since 2017

Usage Includes

Local residents, business travel, shoppers, charter operators, construction contractors, attorneys, bankers, weddings, family visits

Weather Station

Concrete pad and fence in place, electrical service being run

Spinner Flying Club

Currently provides 9 members with access to lower cost aviation

Spinner Aviation

Now offering aircraft rental and instruction, and members of the community can come learn to fly or take a few lessons without needing any special resources.

Employing local youth part time

Valuable experience performing technical work, odd jobs, washing airplanes etc.

Good pay for the work performed

Community involvement

Young Eagles flights – over a dozen taken on flights this year

Airport tenants donated to Navasota High School Robotics

Airport tenants donated to Civil Air Patrol

Volunteer pilots mentor Navasota High School Tango Flight program in which kids learn engineering skills and build a full size airplane.

Navasota pilots volunteer for Angel Flight, transporting medical patients in need to their place of treatment. – 45,000 miles by Navasota pilots in 2022

Civil Air Patrol is hosting their winter encampment in Navasota and Camp Allen. They expect to bring 10 planes and approximately 50 cadets and teach flying, communication, and search and rescue.

- c) City Manager Jason Weeks gave an update on the Soccer 2022 season;
- d) Mayor Bert Miller honored Retiring Navasota/Grimes County Chamber Executive Director Johnny McNally with a proclamation on his retirement.
- e) Councilmember Pattie Pederson gave an update on the latest Planning and Zoning meeting; and
- f) Councilmembers and staff informed the audience about upcoming events.

5. Mayor Pro-Tem Grant Holt moved to approve the proposed compensation pay plan and the philosophy of administering the wage adjustments of 1) bringing all employees to at least minimum of proposed pay grades, 2) across-the-board 3.5% wage increase to move employees further into the new pay grades, and 3) make necessary adjustments for time in position to account for internal equity, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

6. Legal Counsel Cary Bovey informed the City Council that Councilmember Bernie Gessner will not participate in the discussion for the engineering/surveying service provider to complete the Brosig Avenue Pedestrian improvements and that he had completed the affidavit of conflict of interest form. Councilmember Josh Fultz moved to enter into a professional services agreement with Goodwin Lasiter Strong for the City of Navasota's 2021 TxDOT TA Project: Brosig Avenue Pedestrian Improvements, seconded by Councilmember Pattie Pederson. The following votes were recorded:

AYES: Mayor Bert Miller, Mayor Pro-Tem Grant Holt, Councilmember Josh Fultz and Councilmember Pattie Pederson

NAYS: None

ABSTAIN: Councilmember Bernie Gessner

Mayor Bert Miller announced that the motion carried.

7. Councilmember Pattie Pederson moved to appoint Lucy Ybarra to the Navasota Economic Development Corporation with a term ending in September

2024, seconded by Councilmember Bernie Gessner and with each Councilmember voting AYE, the motion carried.

Mayor Pro-Tem Grant Holt moved to appoint the Navasota City Council as the active Board of Directors for the Navasota TIRZ Zone 1 and the Mayor as Chairman of the Board for one year, seconded by Councilmember Berne Gessner and with each Councilmember voting AYE, the motion carried.

8. Councilmember Bernie Gessner moved to approve the consent agenda items which include the minutes and expenditures for the month of November 2022 and the Municipal Court report for the month of November 2022, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

9. The City Council met in Executive Session in accordance with Texas Government Code, Section 551.086, Utility Competitive Matters – City of Navasota Gas Utility System – Gas Supply and Transportation Arrangements and Agreements and Associated Matters. The time was 6:52 p.m.

10. The City Council reconvened in open session at 7:22 p.m.

11. Mayor Bert Miller adjourned the meeting at 7:22 p.m.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

Official Municipal Court Monthly Report

Month December Year 2022

Municipal Court for the City of NAVASOTA

Presiding Judge PATRICIA GRUNER

If new, date assumed office _____

Court Mailing Address 200 E. MCALPINE

City NAVASOTA, TX Zip 77868

Phone Number 936-825-6268

Fax Number 936-825-7280

Court's Public Email RJESSIE@NAVASOTATX.GOV

Court's Website <http://WWW.NAVASOTATX.GOV>

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by _____

Date _____ Phone: (936) 825-6268

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P.O. BOX 12066
AUSTIN, TX
78711-2066

PHONE: (512) 463-1625
Fax: (512) 936-2423

CRIMINAL SECTION

COURT NAVASOTA MUNICIPAL COURT			TRAFFIC			NON-TRAFFIC		
MONTH	December	YEAR 2022	NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
1. Total Cases Pending First of Month:			646	0	18	276	63	104
a. Active Cases			226	0	0	25	43	23
b. Inactive Cases			420	0	18	251	20	81
2. New Cases Filed			145	0	5	5	6	4
3. Cases Reactivated			0	0	0	0	0	0
4. All Other Cases Added			0	0	0	0	0	0
5. Total Cases on Docket			371	0	5	30	49	27
6. Dispositions Prior to Court Appearance or Trial:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. Uncontested Dispositions			52	0	0	0	1	1
b. Dismissed by Prosecution			0	0	0	0	0	0
7. Dispositions at Trial:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. Convictions:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1) Guilty Plea or Nolo Contendere			24	0	0	2	6	0
2) By the Court			0	0	0	0	0	0
3) By the Jury			0	0	0	0	0	0
b. Acquittals:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1) By the Court			0	0	0	0	0	0
2) By the Jury			0	0	0	0	0	0
c. Dismissed by Prosecution			0	0	0	2	1	0

CRIMINAL SECTION

COURT NAVASOTA MUNICIPAL COURT			TRAFFIC			NON-TRAFFIC		
MONTH	December	YEAR 2022	NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
8. Compliance Dismissals:								
a. After Driver Safety Course			3					
b. After Deferred Disposition			7	0	0	0	0	0
c. After Teen Court			0	0	0	0	0	0
d. After Tobacco Awareness Course							0	
e. After Treatment for Chemical Dependency						0	0	
f. After Proof of Financial Responsibility			0					
g. All Other Transportation Code Dismissals			3	0	0	0	0	0
9. All Other Dispositions								
10. Total Cases Disposed			89	0	0	4	8	1
11. Cases Placed on Inactive Status								
12. Total Cases Pending End of Month:			702	0	23	277	61	107
a. Active Cases			281	0	5	25	41	26
b. Inactive Cases			421	0	18	252	20	81
13. Show Cause Hearings Held								
14. Cases Appealed:								
a. After Trial			0	0	0	0	0	0
b. Without Trial			0	0	0	0	0	0

CIVIL SECTION

COURT NAVASOTA MUNICIPAL COURT				
MONTH	December	YEAR	2022	
			TOTAL CASES	
1. Total Cases Pending First of Month:			0	
a. Active Cases			0	
b. Inactive Cases			0	
2. New Cases Filed			0	
3. Cases Reactivated			0	
4. All Other Cases Added			0	
5. Total Cases on Docket			0	
6. Uncontested Civil Fines or Penalties			0	
7. Default Judgments			0	
8. Agreed Judgments			0	
9. Trial/Hearing by Judge/Hearing Officer			0	
10. Trial by Jury			0	
11. Dismissed for Want of Prosecution			0	
12. All Other Dispositions			0	
13. Total Cases Disposed			0	
14. Cases Placed on Inactive Status			0	
15. Total Cases Pending End of Month:			0	
a. Active Cases			0	
b. Inactive Cases			0	
16. Cases Appealed:			XXXXXXXXXXXXXXXXXX	
a. After Trial			0	
b. Without Trial			0	

JUVENILE/MINOR ACTIVITY

COURT	NAVASOTA MUNICIPAL COURT		
MONTH	December	YEAR	2022
		TOTAL	
1. Transportation Code Cases Filed		6	
2. Non-driving Alcoholic Beverage Code Cases Filed		0	
3. Driving Under the Influence of Alcohol Cases Filed		0	
4. Drug Paraphernalia Cases Filed		0	
5. Tobacco Cases Filed		0	
6. Truancy Cases Filed		0	
7. Education Code (Except Failure to Attend) Cases Filed		0	
8. Violation of Local Daytime Curfew Ordinance Cases Filed		0	
9. All Other Non-traffic Fine-only Cases Filed		0	
10. Transfer to Juvenile Court:	XXXXXXXXXXXXXXXXXX		
a. Mandatory Transfer		0	
b. Discretionary Transfer		0	
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)		0	
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)		0	
13. Juvenile Statement Magistrate Warning:	XXXXXXXXXXXXXXXXXX		
a. Warnings Administered		2	
b. Statements Certified		0	
14. Detention Hearings Held		0	
15. Orders for Non-secure Custody Issued		0	
16. Parent Contributing to Nonattendance Cases Filed		0	

NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
1	1
2	2
3	3
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6	6
7	7
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ADDITIONAL ACTIVITY

		TOTAL
14. Cases in Which Fine and Court Costs Satisfied by Community Service:		
a. Partial Satisfaction		0
b. Full Satisfaction		0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		18
16. Cases in Which Fine and Court Costs Waived for Indigency		0
17. Amount of Fines and Court Costs Waived for Indigency		\$0.00
18. Fines, Court Costs and Other Amounts Collected:		
a. Kept by City		\$15,182.31
b. Remitted to State		\$7,965.89
c. Total		\$23,148.20

Run By: rjessie
Report Type: Summary
Date Range: 12/01/2022 - 12/31/2022
Finalize Report: Yes
Correction: No

*** END OF REPORT ***



REQUEST FOR CITY COUNCIL AGENDA ITEM #13

Agenda Date Requested: <u>January 9, 2023</u>	Appropriation
Requested By: <u>Susie M. Homeyer, Secretary</u>	Source of Funds: <u>N/A</u>
Department: <u>Administration</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits:

AGENDA ITEM #13

The City Council shall meet in Executive Session in accordance with Texas Government Code, Section 551.074, Personnel Matters, concerning the annual evaluation of the City Manager and possible amendment to the employment agreement for the City Manager; and

The City Council shall meet in Executive Session in accordance with Texas Government Code, Section 551.074, Personnel Matters, concerning evaluation of Legal Counsel for the City of Navasota, and associated issues.

SUMMARY & RECOMMENDATION

City staff has determined there is a need for City Council to meet in Executive Session in accordance with Texas Government Code, Section 551.074, Personnel Matters, concerning the annual evaluation of the City Manager and evaluation of Legal Counsel and associated issues.

The time is _____ p.m.

ACTION REQUIRED BY CITY COUNCIL

Conduct an Executive Session in accordance with Texas Government Code, Section 551.074, Personnel Matters.

Approved for the City Council meeting agenda

Jason Weeks

1/4/2023

Jason B. Weeks, City Manager

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM #14

Agenda Date Requested: January 9, 2023
Requested By: Susie M. Homeyer, Secretary
Department: Administration
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: None

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

AGENDA ITEM #14

Reconvene into open session from Executive Session.

SUMMARY & RECOMMENDATION

Reconvene in open session. The time is _____p.m.

ACTION REQUIRED BY CITY COUNCIL

Reconvene in open session.

Approved for the City Council meeting agenda

Jason Weeks
Jason B. Weeks, City Manager

1/4/2023
Date



REQUEST FOR CITY COUNCIL AGENDA ITEM #15

Agenda Date Requested:	<u>January 9, 2023</u>
Requested By:	<u>Susie M. Homeyer, Secretary</u>
Department:	<u>Administration</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	

Exhibits: None

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

AGENDA ITEM #15

Consideration and possible action concerning the annual evaluation of the City Manager and possible amendments to the employment agreement for the City Manager.

SUMMARY & RECOMMENDATION

The City Manager, Jason Weeks began "officially" working for the City of Navasota on January 3, 2022. Per his employment agreement, City shall at least review his base salary and other benefits annually. Whether City Council makes any adjustments is their decision; however, the City Manager does request an annual review to better understand his performance and receive feedback from City Council.

ACTION REQUIRED BY CITY COUNCIL

City Council to take action, if necessary, on Executive Session Item.

Approved for the City Council meeting agenda

Jason Weeks
Jason B. Weeks, City Manager

1/4/2023

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM #16

Agenda Date Requested: <u>January 9, 2023</u>	Appropriation
Requested By: <u>Susie M. Homeyer, Secretary</u>	Source of Funds: <u>N/A</u>
Department: <u>Administration</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: None

AGENDA ITEM #16

Consideration and possible action concerning the approval of an updated engagement agreement with Legal Counsel for the City of Navasota, and associated issues.

SUMMARY & RECOMMENDATION

Cary Bovey serves as legal counsel for the City of Navasota. His hourly rate has remained constant for several years. Mr. Bovey has requested City Council meet with him to discuss his annual performance and consider changes to his hourly rate. City staff was aware of his request and has budgeted the requested increase for fiscal year 2022-23.

ACTION REQUIRED BY CITY COUNCIL

City Council to take action, if necessary, on Executive Session Item.

Approved for the City Council meeting agenda

Jason Weeks
Jason B. Weeks, City Manager

1/4/2023
Date