

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
JANUARY 10, 2022**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 10th of January, 2022 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) Introduce State Representative Kyle Kacal;
 - (b) Introduce new employees;
 - (c) Update on Capital Improvements Project;
 - (d) Navasota Housing Authority update;
 - (e) Library update;
 - (f) EDC update;
 - (g) Blue Santa update;
 - (h) Board and Commission update; and
 - (i) 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 Republic Services contract. [Lance Hall, Finance Director]
6. Consideration and possible action on the first reading of Ordinance No. 988-22, amending Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes and Standards, of the City of Navasota Code of Ordinances, adopting 2021 International Building Codes & 2020 National Electrical Code (NEC). [Jack Kelso, Building Inspector]
7. Consideration and possible action on the first reading of Ordinance No. 989-22, amending Chapter 5 Fire Prevention and Protection, Article 5.04 Fire Prevention Code, of the City of Navasota Code of Ordinances, adopting 2021 International Fire Codes. [Jason Katkoski, Fire Chief/EMC]
8. Consideration and possible action on the approval of Change Order No. 2 for the Wastewater Treatment Plant Improvement Project. [Jennifer Reyna/Bleyl Engineering]
9. Consideration and possible action on the purchase of a software upgrade from Tyler Technologies. [Lance Hall, Finance Director]
10. Consideration and possible action on Resolution No. 707-22, designating the persons authorized to sign checks and authorizing designated persons to access bank accounts for certain purposes. [Lance Hall, Finance Director]
11. Discussion, consideration and possible action regarding the sale of certain tracts of City-owned real property located in Navasota, Grimes County, Texas; determination of the method of sale; and authorize City staff to complete the procedures necessary for the proposed sale of said real property subject to final approval by the City Council. [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. [City Council]

Consent Items are:

A. Consideration and possible action on the minutes for the month of December 2021;

B. Consideration and possible action on the expenditures for the month of December 2021;

C. Consideration and possible action on the second reading of Ordinance No. 985-21, approving a zoning change application submitted by James C Hassell for the properties located in the A0062 J Whitesides Abstract. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development, for the development of a 63.55-acre single dwelling unit subdivision. The properties affected are legally described as A0062 J Whitesides, Tract 17-2, Acres 31.76, A0062 J Whitesides, Tract 17, Acres 31.79 , located in Navasota, Grimes County, Texas;

D. Consideration and possible action on the second reading of Ordinance No. 986-21, amending Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.013 Signs on Public Property, for the purpose of allowing and regulating signs on public property owned or controlled by a governmental entity; and

E. Consideration and possible action on the second reading of Ordinance No. 987-21, approving an application submitted by Serafin Estupinan to the City of Navasota requesting to abandon a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas.

13. Executive Session: The City Council will conduct an Executive Session in accordance with Section 551.072, Texas Government Code, deliberation regarding real property and discussion regarding the potential sale and/or value of City-owned property.
14. Executive Session: The City Council shall meet in Executive Session in accordance with Section 551.086 - Texas Government Code - Utility Competitive Matters - City of Navasota Gas Utility System - Natural Gas Supply Agreements, Arrangements and Associated Matters.
15. Reconvene in open session.
16. Deliberation and possible action regarding the sale of a certain tract of City-owned real property located in Navasota, Grimes County, Texas; determination of the method of sale; and authorize City staff to complete the procedures necessary for the proposed sale of said real property subject to final approval by the City Council.
17. Adjourn.

DATED THIS

/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, 2022 at 03:54 PM 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, 2022

/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.



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			Jeff & Jose
					X		X	
					X			
		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			

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 4. **AGENDA DATE:** January 10,
2022

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: BS

ITEM: Staff Report:

- (a) Introduce State Representative Kyle Kacal;
- (b) Introduce new employees;
- (c) Update on Capital Improvements Project;
- (d) Navasota Housing Authority update;
- (e) Library update;
- (f) EDC update;
- (g) Blue Santa update;
- (h) Board and Commission update; and
- (i) 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]

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 5. **AGENDA DATE:** January 10,
2022

PREPARED BY: Lance Hall, Finance Director

APPROVED BY: BS

ITEM: Consideration and possible action on Republic Services contract. [Lance Hall, Finance Director]

ITEM BACKGROUND:

The contract for solid waste collection between the City of Navasota and Republic Services ended on January 31, 2020. The contract allowed for an extension for up to three (3) one year periods with written notice at least 180 days prior to expiration. Council utilized a one year extension last year. The proposed contract will go from January 1, 2022 through December 31, 2027. This contract also allows for up to three (3) one year periods with written notice at least 180 days prior to expiration.

BUDGETARY AND FINANCIAL SUMMARY:

Republic is building a ramp at the recycle center.

STAFF RECOMMENDATION:

Staff recommends approving the contract with Republic Services for solid waste collection for 5 years.

ATTACHMENTS:

1. Proposed Contract
2. Current contract

Municipal Contract
(For Residential, Commercial, Municipal Facilities)

THIS CONTRACT, made and entered into this **1st day of February 2022** by and between the **City of Navasota** (hereinafter called the "City"), represented herewith by its duly elected and acting Mayor, Bert Miller, and Total Roll Off LLC, dba Republic Services of Brenham, a Delaware limited liability company duly authorized to do business in the State of Texas, hereinafter referred to as "Republic Services."

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

- A.) The Contractor is hereby granted a non-exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during the term of this Contract for the following areas (check boxes for the transaction): Republic Services is the City's designated contractor for the purpose of providing solid waste services according to the provisions of the City Code and this Contract

- ☐ Residential and Small Commercial Units
- ☐ Municipal Facilities
- ☐ Commercial Front End Load Containers
- ☐ Permanent Roll offs and Compactors

2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. Exhibit A - General Specifications
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Contractor's Proposal/Pricing
 - d. Exhibit D - Contractor's Performance Bond
 - e. Exhibit E - Waste Material Collection Specifications for Residential Units
 - f. Exhibit F - Waste Material Collection Specifications for Municipal Facilities
 - g. Exhibit G – Specifications for commercial and industrial services
 - h. This Instrument
 - i. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term of this Contract shall be from **February 1, 2022** (the "Effective Date") until **January 31, 2027**.

5. At the mutual agreement of the City and Contractor, this Contract may be extended for up to three, one year periods by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and such other changes as may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.
6. The obligation of the City to make payments to or purchases from the Contractor pursuant to this Contract are subject to appropriation by the City of funds that are lawfully available to be applied for such payments. If the City fails to make such an appropriation prior to City's fiscal year (the fiscal year begins October 1 and ends September 30), the City may terminate this Contract. The City may terminate this Contract by providing written notice of such termination to the Contractor less than ten (10) days prior to the first day of any fiscal year of the City during which City payments are scheduled under this Contract. Upon any such termination of this Contract all of City's obligations under this Contract shall terminate effective on the last day of the fiscal period of City for which such appropriation and payment was made.

IN WITNESS HEREOF, **Bert Miller**, the Mayor of the City of Navasota, hereunto subscribed his name, and **Todd Fawcett**, Authorized Agent of Republic Services has also hereunto subscribed his name on the days and dates set forth after their various signatures.

WITNESSES:

City of Navasota

BY: _____
Bert Miller, Mayor, City of Navasota

ON: _____, 20__

WITNESSES:

Contractor: Total Roll Off LLC, dba Republic Services of Brenham, a Delaware limited liability company duly authorized to do business in the State of Texas, hereinafter referred to as "Republic Services."

BY: _____
Todd Fawcett - General Manager

ON: _____, 20__

EXHIBIT A
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- 1.01 Bags
- 1.02 Bin
- 1.03 Bulky Waste
- 1.04 City
- 1.05 Commercial and Industrial Refuse
- 1.06 Commercial and Industrial Unit
- 1.07 Construction Debris
- 1.08 Container for Garbage, Rubbish & Yard Waste Collection
- 1.09 Disposal Site
- 1.10 Garbage
- 1.11 Multi-Family
- 1.12 Municipal Facilities
- 1.13 Producer
- 1.14 Residential Unit
- 1.15 Roll-off
- 1.16 Rubbish
- 1.17 Small Dead Animals
- 1.18 Solid Waste
- 1.19 Waste Material
- 1.20 Yard Waste

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Excluded Waste
- 2.02 Hazardous Waste
- 2.03 Institutional Solid Waste
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- 2.05 Offal Waste
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- 3.01 General
- 3.02 Work Not Covered By Contract

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- 4.02 Hours of Operation
- 4.03 Routes of Collection
- 4.04 Holidays
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- 4.06 Collection Equipment
- 4.07 Office
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- 4.09 Disposal
- 4.10 Delivery
- 4.11 Notification
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- 5.01 Waste Material Collection and Disposal Rates (Exhibits C, E and F)

- 5.02 Additional Costs and Charges
- 5.03 Modification to Rates
- 5.04 City to Act as Collector
- 5.05 Delinquent and Closed Accounts
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8.0 RISK ALLOCATION AND INDEMNITY

9.0 LICENSES AND TAXES

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13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

14.0 TERMINATION OF CONTRACT

15.0 NEWLY DEVELOPED AREAS

16.0 MISCELLANEOUS TERMS

EXHIBIT A

GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 Bulky Waste – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- 1.04 City – City of Navasota, Texas.
- 1.05 Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage and Rubbish generated by a Producer at a Large Commercial and Industrial Unit.
- 1.06 Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City which are not a Residential Unit or Municipal Facility.
- 1.07 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 1.08 Container for Garbage, Rubbish & Yard Waste Collection – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.09 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.10 Garbage – Any and all Small Dead Animals not exceeding 10 lbs; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.11 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

- 1.12 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibits F of this Contract.
- 1.13 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.14 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this Contract, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than four (4) ninety-five (95) gallon container per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.
- 1.15 Roll-off – An open top container ranging from 20 –40 yards used for the placement of construction debris and other types of waste.
- 1.16 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.17 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.18 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.19 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.20 Yard Waste (To be contained in Poly Cart) – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings.

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Excluded Waste (excluded from this Contract)– Excluded Waste is all Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.
- 2.02 Hazardous Waste (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 2.03 Large Dead Animals (excluded from this Contract)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.04 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.05 Special Waste (excluded from this Contract)– Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;
 - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
 - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
 - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
 - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) filter cake sludge wastes from waste water treatment processes;
 - (k) wastes containing any regulated polychlorinated biphenyls; and,
 - (l) ash, sludge, tires and powders.
- 2.06 Stable Matter (excluded from this Contract)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

- 2.07 Vegetable Waste (excluded from this Contract)– Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.
- 2.08 Institutional Solid Waste (excluded from this Contract)– Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

3.0 SCOPE OF WORK

- 3.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:
- 3.01.1 Exhibit E - Waste Material Collection Specifications for Residential Units
- 3.01.2 Exhibit F - Waste Material Collection Specifications for Municipal Facilities
- 3.01.3 Exhibit G - Waste Material Collection Specifications for Commercial/Industrial Facilities
- 3.02 Work Not Covered by Contract. The work under this Contract does not include:
- 3.02.1 the collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control. In the event of such a flood, hurricane or other Act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor; or,
- 3.02.2 the collection or disposal of Excluded Waste materials.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

4.01 Location of Poly Cart Containers for Collection

Each Poly Cart Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Poly Cart Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Poly Cart Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Poly Cart Container not so placed or any Waste Material not contained in the Poly Cart Container as specified in the applicable Exhibit hereto.

4.02 Hours of Operation

Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.03 Routes of Collection

Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. Contractor shall publish at its expense a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall promptly give written or published notice to the affected Residential Units.

4.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week. Contractor shall notify city two (2) weeks in advance with holiday service schedule.

I. If the holiday falls on a Monday
Monday route – Serviced on Tuesday
Tuesday route – Serviced on Wednesday

II. If the holiday falls on Tuesday
Tuesday route – Serviced on Wednesday

III. If the holiday falls on Wednesday
Wednesday route – Serviced on Thursday

IV. If the holiday falls on Thursday
Thursday route - Serviced on Friday
Friday route – Serviced on Saturday

V. If the holiday falls on Friday
Friday route – Serviced on Saturday

4.05 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Materials not collected within 24 hours after the complaint is received.

4.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

4.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.

4.08 Hauling – All Waste Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is minimized.

4.09 Disposal – All Waste Material collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the

Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

- 4.10 Notification – The City shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.
- 4.11 Point of Contact – All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City’s point of contact specified in the applicable Exhibit, and, by the City to the Contractor’s General Manager or Operations Manager.
- 4.12 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

5.01 Waste Materials Collection and Disposal Rates (Exhibits C, E and F)

- 5.01.1 The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 5.03 herein.
- 5.01.2 The prices to be paid by the City for the collection and disposal of Waste Material from all small commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 5.03 herein. Contractor’s invoice shall itemize each of those locations by name and total invoice amount.

5.02 Additional Costs and Charges

5.02.1 Cost Recovery Fees.

5.02.1.1 Fuel Recovery Fee. Included in base rates for all commercial and residential

5.02.1.2 Pass Through Tax/Cost Increases. Upon receiving written consent from the City, Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).

5.02.1.3 Except as provided expressly herein, the charges for Contractor’s service with respect to this work shall include all transportation costs and disposal fees.

5.03 Modification to Rates

The fees in Exhibit C which may be charged by the Contractor shall hold firm the current rates set forth in this Agreement during the first year of this Agreement, with annual increases or decreases in the second (2nd) and subsequent years of this Agreement. The rates for all services shall escalate or decrease at a rate equal to the rise or fall of the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) for each subsequent year remaining in the term of this Agreement: provided, however, that the rate shall not fall below the initial rate specified in Exhibit C herein, and if the CPI-U falls over one year below the initial rate and subsequently rises the next year, the rate shall only escalate in an amount equal to the net increase above the initial rate, taking the decrease and increase both into account. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective if written notice of the increase is given later than July 31st (which notice shall include evidence of such rise in the CPI-U) to the City in order that the City may adjust charges to its residents accordingly. The rise or fall of the CPI-U (Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) shall be determined by calculating the percentage increase or decrease of said index over the past year, using the "annual" data, if available, or, in the absence of such "annual" data, using a rolling twelve month average based upon the most recent data readily available at the time Contractor provides written notice to the City of such increase.

- 5.03.1 Republic Services shall notify the City as to the amount of such increase after it is known to Republic Services, **prior to July 31** for budget purposes.
- 5.03.2 The fees in Exhibit C shall also be increased or decreased, as the case may be, to reflect increases or decreases in Contractor's disposal rate. The following shall apply for purposes of calculating any adjustment to Contractor's fees under this subparagraph: For Residential Units, any fee adjustment shall be based upon each single family residence generating one and one-fifth tons of solid waste per year. Where Contractor's disposal rate is calculated on a truck yard basis, each Residential Unit shall be deemed to generate 4.8 yards of solid waste per year.
- 5.03.3 In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Such rate adjustments shall be subject to the review and consent of the City.
- 5.04 City to Act as Collector – The City shall submit statements to and collect from all Residential Units and Small Commercial Accounts for services provided by the Contractor pursuant to this Contract, including those such accounts that are delinquent.
- 5.05 Delinquent and Closed Accounts The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall to the extent allowed by law indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not

limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

- 5.06 Contractor Billings to City – The Contractor shall bill the City for Waste Material collection and disposal services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.
- 5.07 Audit – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

6.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

7.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 RISK ALLOCATION AND INDEMNITY

- 8.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.
- 8.02 The Contractor shall INDEMNIFY, DEFEND, and HOLD HARMLESS the City, its officers, agents and employees from and against any and all suits, actions, claims, damages, losses, and expenses of any character, name and description, including, but not limited to, attorney's fees, arising out of or resulting from the operations of Contractor, his agents, employees or subcontractors; or on account of any negligent act or fault of Contractor, his agents, employees or subcontractors in completion of the work, including, but not limited to, any such claims, damages, loss or expense attributable to bodily or personal injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and shall pay any judgment, with costs, which may be obtained against the City growing out of such injury or damage. Contractor shall INDEMNIFY, DEFEND, and HOLD HARMLESS the City, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is cause in part by the City, its officers, agents, or employees. Nothing herein shall waive

any governmental immunity available to the City under Texas law nor any other defenses of the parties under Texas law.

- 8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

9.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

10.0 FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

11.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

12.0 FRANCHISE AGREEMENT

The Contractor is hereby granted a non-exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during the term of this Contract for the following areas (check boxes for the transaction): Republic Services is the City's designated contractor for the purpose of providing solid waste services according to the provisions of the City Code and this Contract.

- ☐ Residential and Small Commercial Units
- ☐ Municipal Facilities
- ☐ Commercial Front End Load Containers
- ☐ Permanent Roll offs and Compactors

13.0 TITLE TO WASTE MATERIALS

Title to Waste Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

14.0 TERMINATION OF CONTRACT

- 14.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date.
- 14.02 In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

15.0 NEWLY DEVELOPED AREAS

The Contractor will, within three (3) days of notification by the City provide Waste Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas

16.0 MISCELLANEOUS TERMS

- 16.1 Contractor shall not be responsible for any damages to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.
- 16.2 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 16.3 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.
- 16.4 No liquidated damages or penalties may be assessed against Contractor by City (Ref: Section 14.01).
- 16.5 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.
- 16.6 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 16.7 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 16.8 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 16.9 This Contract shall be interpreted and governed by the laws of the state where the work is performed. Venue of any suit or cause of action under this Contract shall lie exclusively in Grimes County.
- 16.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 16.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Best's of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

City of Navasota Pricing

SERVICE	Resi Pricing 2020		
RESIDENTIAL 1 X PER WEEK	\$ 13.93		\$ 14.93
ADDITIONAL POLY CART	\$ 6.72		\$ 7.72
SMALL COMMERCIAL PICK UP 1 CART 1x PER WEEK	\$ 13.93		\$ 14.93
LARGE COMMERCIAL PICK UP 2 CART 1x PER WEEK	\$ 32.42		\$ 33.42
LARGE COMMERCIAL PICK UP 3 CART 1x PER WEEK	\$ 50.50		\$ 51.50
LARGE COMMERCIAL PICK UP 4 CART 1x PER WEEK	\$ 62.14		\$ 63.14

COMMERCIAL CONTAINERIZED SERVICE

FEL Pricing

SIZE	1X /WK	2X /WK	3X /WK	4X /WK	5X /WK
2YD	\$ 58.08	\$ 119.58	\$ 176.53	\$ 223.23	\$ 279.04
3YD	\$ 92.25	\$ 157.18	\$ 250.56	\$ 334.85	\$ 417.98
4YD	\$ 113.89	\$ 223.23	\$ 345.22	\$ 446.45	\$ 546.68
6 YD	\$ 145.79	\$ 288.14	\$ 415.70	\$ 523.89	\$ 670.82
8 YD	\$ 199.31	\$ 375.85	\$ 506.82	\$ 602.00	\$ 842.80

EXHIBIT D
CONTRACTOR'S PERFORMANCE BOND

EXHIBIT E
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

- A. Commencing, **February 1, 2022** (the "Effective Date"), Republic Services shall collect and dispose of in a workmanlike manner one (1) time per week Residential Refuse placed in Poly Cart Containers at curbside at each Residential Unit located within the Service Area ("Residential Waste Collection Services"). Each residential unit shall offer no more than one (1) 95-gallon container (Cart Contents Only); in addition,
- B. The Contractor shall provide the Poly Cart Containers for weekly curbside collection of the Waste Materials from the Residential Units as specified below. Poly Cart Containers shall be placed at curbside by 7:00 A.M. on the designated collection day. All garbage, yard waste and rubbish must be contained inside the Poly Cart with the lid securely closed. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:
1. Estimated number of Residential Units as of commencement of contract term: 2222.
 2. Number of Containers to be provided to each Residential Unit: 1.
 3. Size of Containers for each Residential Unit: 95 Gallon.
 4. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor: 1 time per week.
- C. Municipal Point of contact for Residential Unit Waste Collections –
1. Name: David Aguilar
 2. Mailing address: 10554 Tanner Road / Houston, Texas 77041
 3. Telephone number: 832-327-6405
 4. Email address: daguilar@republicservices.com

For purposes of this Exhibit, the term "Container" shall have the same meaning as the term "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

EXHIBIT F
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES

A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:

1. Facility Name and address: Animal Control – 1607 Nolan.
Size and Number of Bins or Containers: 1 of 6 cubic yard size container
Number of weekly pickups of Bins or Containers: 1 per week.
2. Facility Name and address: August Horst Pavillion – 104 Veterans Memorial.
Size and Number of Bins or Containers: 3 of 8 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
3. Facility Name and address: Recreation Center - 100 Stadium Drive.
Size and Number of Bins or Containers: 1 of 8 cubic yard size container
Number of weekly pickups of Bins or Containers: 1 per week.
4. Facility Name and address: Police Department – 204 E McAlpine.
Size and Number of Bins or Containers: 1 of 8 cubic yard size container
Number of weekly pickups of Bins or Containers: 1 per week.
5. Facility Name and address: Vehicle Services Shop – 520 Malcolm.
Size and Number of Bins or Containers: 2 of 8 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
6. Facility Name and address: Waste Water Plant – 108 N Peebles.
Size and Number of Bins or Containers: 1 of 8 cubic yard size container
Number of weekly pickups of Bins or Containers: 1 per week.
7. Facility Name and address: Manly Ballfield – 1210 Manly.
Size and Number of Bins or Containers: 2 of 6 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
8. Facility Name and address: Recycle Facility – Public Works – 501 5th
Size and Number of Bins or Containers: 1 of 20 cubic yard size containers
Number of weekly pickups of Bins or Containers: ON CALL

B. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) – PROJECT MANAGEMENT:

5. Name: David Aguilar
6. Mailing address: 10554 Tanner Road / Houston, Texas 77041
7. Telephone number: 832-327-6405
1. Email address: daguilar@republicservices.com

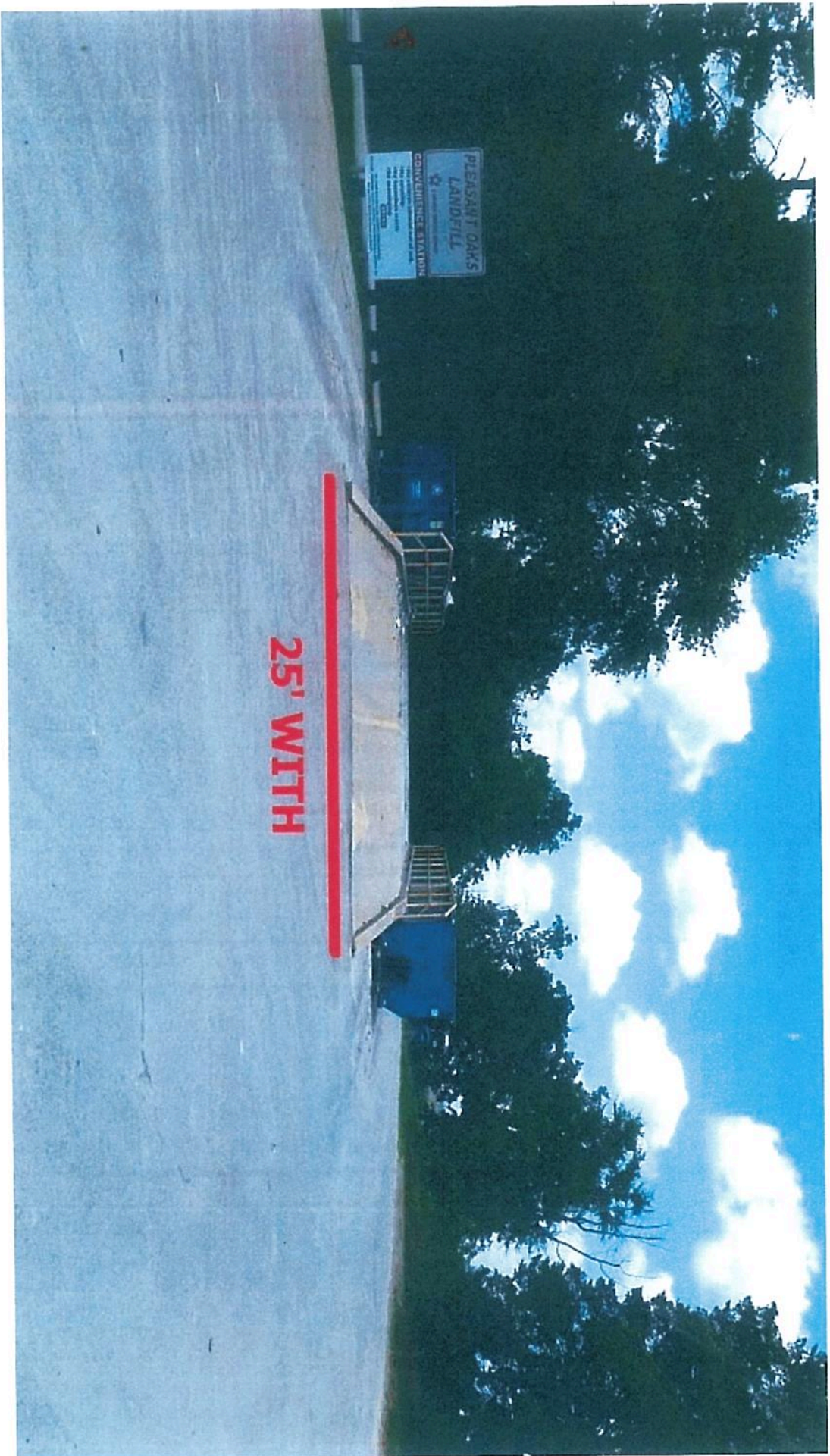
For purposes of this Exhibit, the terms “Bin” and “Container” shall have the same meanings as the terms “Bin” and “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.

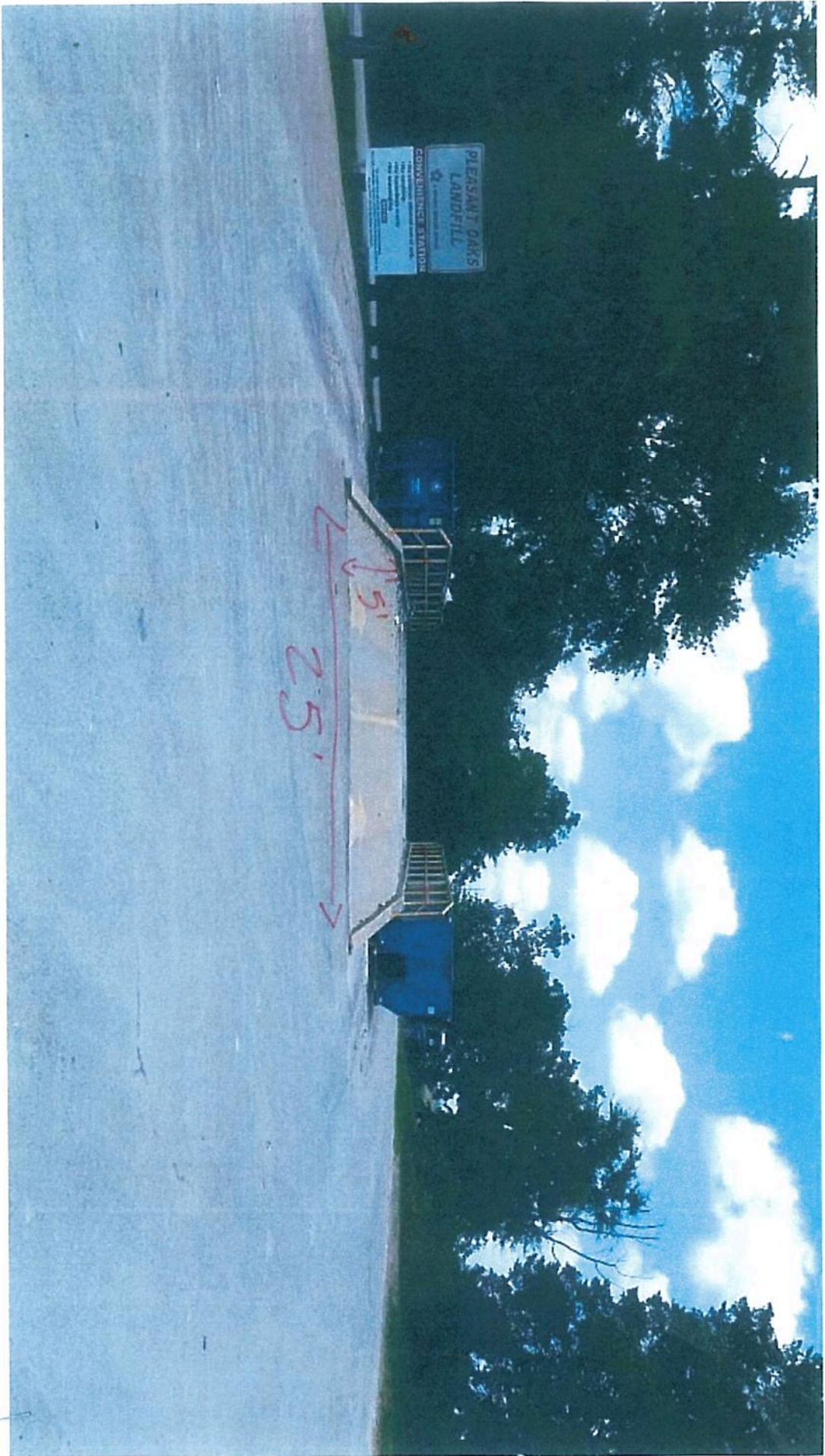
EXHIBIT G

- A.) Commencing **February 1, 2022** (the "Effective Date"), Republic Services shall collect and dispose of in a workmanlike manner commercial and industrial refuse and the City agrees to pay a fee for said collection of commercial and industrial refuse in accordance with the commercial pricing matrix identified and described in Exhibit "C" hereof.

Republic Services erect a convenience station ramp/platform at City of Navasota Recycling Center located at 501 5th Street, Navasota, Texas. Measurements of the ramp/platform are as follows; 25' width, 45' length, 4' Hight, and 14' long tapered ramps on each end of the platform, equaling a total length of 73'. The ground will have the pad prepared from dirt provided by customer for the installation of the 1/2" rebar and the framing. The walls of the structure will have beams poured for extra support and strength. The concrete used will be a minimum thickness of 6" and a minimum four thousand PSI rating. The safety rails are included with this quote and will be fabricated out of 2"x2"x1/4" square tubing and painted safety yellow. We will anchor the handrails to the ramp/platform using 6"x6" square plates. Haul rate for Roll offs at City Drop off Center is \$450.00 per haul up to 6 tons and \$61.50 per ton after 6 tons. Republic Services will haul the box 12 times per year at no cost to the City.







Municipal Contract
(For Residential, Commercial, Municipal Facilities)

THIS CONTRACT, made and entered into this 1st day of February, 2015 by and between the **City of Navasota** (hereinafter called the "City"), represented herewith by its duly elected and acting Mayor, Bert Miller, and Total Roll Off LLC, dba Republic Services of Brenham, a Delaware limited liability company duly authorized to do business in the State of Texas, hereinafter referred to as "Republic Services."

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

- A.) The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during the term of this Contract for the following areas (check boxes for the transaction):

- ☐ Residential and Small Commercial Units
☐ Municipal Facilities
☐ Commercial and Industrial Units

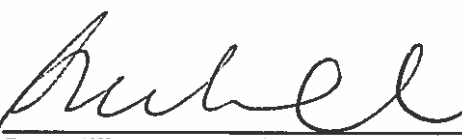
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
- a. Exhibit A - General Specifications
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Contractor's Proposal/Pricing
 - d. Exhibit D - Contractor's Performance Bond
 - e. Exhibit E - Waste Material Collection Specifications for Residential Units
 - f. Exhibit F - Waste Material Collection Specifications for Municipal Facilities
 - g. Exhibit G - Specifications for commercial and industrial services
 - h. This Instrument
 - i. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term of this Contract shall be from **February 1, 2015** (the "Effective Date") until **January 31, 2020**.
5. At the mutual option of the City and Contractor, this Contract may be extended for up to three, one year periods by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

6. The obligation of the City to make payments to or purchases from the Contractor pursuant to this Contract are subject to appropriation by the City of funds that are lawfully available to be applied for such payments. If the City fails to make such an appropriation prior to City's fiscal year (the fiscal year begins October 1 and ends September 30), the City may terminate this Contract. The City may terminate this Contract by providing written notice of such termination to Contractor not less than ten (10) days prior to the first day of any fiscal year of the City during which City payments are scheduled under this Contract. Upon any such termination of this Contract, all of City's obligations under this Contract shall terminate effective on the last day of the fiscal period of City for which such an appropriation and payment was made.

IN WITNESS HEREOF, Bert Miller, the Mayor of the City of Navasota, hereunto subscribed his name, and Carl Hartmann, Authorized Agent of Republic Services has also hereunto subscribed his name on the days and dates set forth after their various signatures.

WITNESSES:

City of Navasota

BY: 
Bert Miller, Mayor, City of Navasota

ON: JANUARY 12th, 2015

WITNESSES:

Contractor: Total Roll Off LLC, dba Republic Services of Brenham, a Delaware limited liability company duly authorized to do business in the State of Texas, hereinafter referred to as "Republic Services."

BY: 
Carl Hartmann, - General Manager

ON: 1-14, 2015

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- 1.06 Commercial and Industrial Unit
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EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 **Bags** – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 **Bin** – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 **Bulky Waste** – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be (One time per month limit 4 items).
- 1.04 **City** – City of Navasota, Texas.
- 1.05 **Commercial and Industrial Refuse** – All Bulky Waste, Construction Debris, Garbage and Rubbish generated by a Producer at a Large Commercial and Industrial Unit.
- 1.06 **Commercial and Industrial Unit** – All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the city which are not a Residential Unit or Municipal Facility.
- 1.07 **Construction Debris** – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 1.08 **Container for Garbage, Rubbish & Yard Waste Collection** – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base.
- 1.09 **Disposal Site** – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.10 **Garbage** – Any and all Small Dead Animals not exceeding 10 lbs; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.11 **Multi-Family** – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

- 1.12 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibits F of this Contract.
- 1.13 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.14 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this Contract, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than one (1) ninety-five (95) gallon container per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.
- 1.15 Roll-off – An open top container ranging from 20 –40 yards used for the placement of construction debris and other types of waste.
- 1.16 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.17 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.18 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.19 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.21 Yard Waste (To be contained in Poly Cart) – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings.

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Excluded Waste (excluded from this Contract)– Excluded Waste is all Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.
- 2.02 Hazardous Waste (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious,

bio hazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

- 2.03 Institutional Solid Waste (excluded from this Contract)– Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 2.04 Large Dead Animals (excluded from this Contract)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.05 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.06 Special Waste (excluded from this Contract) – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;
 - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
 - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
 - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
 - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) filter cake sludge wastes from waste water treatment processes;
 - (k) wastes containing any regulated polychlorinated biphenyls; and,
 - (l) ash, sludge, tires and powders.
- 2.07 Stable Matter (excluded from this Contract)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 2.08 Vegetable Waste (excluded from this Contract) – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

3.0 SCOPE OF WORK

3.01 **General.** The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

3.01.1 Exhibit E - Waste Material Collection Specifications for Residential Units

3.01.2 Exhibit F - Waste Material Collection Specifications for Municipal Facilities

3.01.3 Exhibit G - Waste Material Collection Specifications for Commercial/Industrial Facilities

3.02 **Work Not Covered By Contract.** The work under this Contract does not include:

3.02.1 the collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control. In the event of such a flood, hurricane or other Act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary by the City, of the Contractor; or,

3.02.2 the collection or disposal of Excluded Waste materials.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

4.01 Location of Poly Cart Containers for Collection

Each Poly Cart Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Poly Cart Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Poly Cart Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Poly Cart Container not so placed or any Waste Material not contained in the Poly Cart Container as specified in the applicable Exhibit hereto.

4.02 Hours of Operation

Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.03 Routes of Collection

Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. Contractor shall publish at its expense a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall promptly give written notice to the affected Residential Units.

4.04 4.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week. Contractor shall notify city two (2) weeks in advance with holiday service schedule.

I. If the holiday falls on a Monday
Monday route – Serviced on Tuesday
Tuesday route – Serviced on Wednesday

II. If the holiday falls on Tuesday
Tuesday route – Serviced on Wednesday

III. If the holiday falls on Wednesday
Wednesday route – Serviced on Thursday

IV. If the holiday falls on Thursday
Thursday route - Serviced on Friday
Friday route – Serviced on Saturday

V. If the holiday falls on Friday
Friday route – Serviced on Saturday

- 4.05 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Materials not collected within 24 hours after the complaint is received.
- 4.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.
- 4.08 Hauling – All Waste Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is minimized.
- 4.09 Disposal – All Waste Material collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.
- 4.10 Notification – The City shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.
- 4.11 Point of Contact – All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Operations Manager.
- 4.12 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained,

tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

5.01 Waste Materials Collection and Disposal Rates (Exhibits C, E and F)

5.01.1 The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 5.03 herein.

5.01.2 The prices to be paid by the City for the collection and disposal of Waste Material from all small commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 5.03 herein. Contractor's invoice shall itemize each of those locations by name and total invoice amount.

5.02 Additional Costs and Charges

5.02.1 Cost Recovery Fees.

5.02.1.1 Fuel Recovery Fee. Included in base rates for all commercial and residential

5.02.1.2 Pass Through Tax/Cost Increases. Contractor may, upon receiving written consent from the City, pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).

5.02.1.3 Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all transportation costs and disposal fees.

5.03 Modification to Rates

The fees in Exhibit C which may be charged by the Contractor shall hold firm the current rates set forth in this Agreement during the first year of this Agreement, with annual increases or decreases in the second (2nd) and subsequent years of this Agreement. The rates for all services shall escalate or decrease at a rate equal to the rise or fall of the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) for each subsequent year remaining in the term of this Agreement: provided, however, that the rate shall not fall below the initial rate specified in Exhibit C, and if the CPI-U falls over one year below the initial rate and subsequently rises the next year, the rate shall only escalate in an amount equal to the net increase above the initial rate, taking the decrease and increase both into account. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective if written notice of the increase is given later than July 31st (which notice shall include evidence of such rise in the CPI-U) to the City in order that the City may adjust charges to its residents accordingly. The rise or fall of the

CPI-U (Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) shall be determined by calculating the percentage increase or decrease of said index over the past year, using the "annual" data, if available, or, in the absence of such "annual" data, using a rolling twelve month average based upon the most recent data readily available at the time Contractor provides written notice to the City of such increase.

- 5.03.1 Republic Services shall notify the City as to the amount of such increase after it is known to Republic Services, **prior to July 31** for budget purposes.
- 5.03.2 The fees in Exhibit C shall also be increased or decreased, as the case may be, to reflect increases or decreases in Contractor's disposal rate. The following shall apply for purposes of calculating any adjustment to Contractor's fees under this subparagraph: For Residential Units, any fee adjustment shall be based upon each single family residence generating one and one-fifth tons of solid waste per year. Where Contractor's disposal rate is calculated on a truck yard basis, each Residential Unit shall be deemed to generate 4.8 yards of solid waste per year.
- 5.03.3 In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Such rate adjustments shall be subject to the review and consent of the City.
- 5.04 **City to Act as Collector** – The City shall submit statements to and collect from all Residential Units and Small Commercial Accounts for services provided by the Contractor pursuant to this Contract, including those such accounts that are delinquent.
- 5.05 **Delinquent and Closed Accounts** The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall, to the extent allowed by law, indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.
- 5.06 **Contractor Billings to City** – The Contractor shall bill the City for Waste Material collection and disposal services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.
- 5.07 **Audit** – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the

daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

6.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract, to the extent allowed by law, shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

7.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 RISK ALLOCATION AND INDEMNITY

- 8.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.
- 8.02 The Contractor shall INDEMNIFY, DEFEND, and HOLD HARMLESS the City, its officers, agents and employees from and against any and all suits, actions, claims, damages, losses, and expenses of any character, name and description, including, but not limited to, attorney's fees, arising out of or resulting from the operations of Contractor, his agents, employees or subcontractors; or on account of any negligent act or fault of Contractor, his agents, employees or subcontractors in completion of the work, including, but not limited to, any such claim, damage, loss or expense attributable to bodily or personal injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and shall pay any judgment, with costs, which may be obtained against the City growing out of such injury or damage. Contractor shall INDEMNIFY, DEFEND, and HOLD HARMLESS the City, its officers, agents, and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by the City, its officers, agents, or employees. Nothing herein shall waive any governmental immunity available to the city under Texas law nor any other defenses of the parties under Texas law.
- 8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

9.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

10.0 FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

11.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

12.0 CONTRACTOR DUTIES

The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect, and shall collect, waste materials during the term of this Contract for the following areas (check boxes for the transaction):

- ☐ Residential and Small Commercial Units
- ☐ Municipal Facilities
- ☐ Commercial and Industrial Units

13.0 TITLE TO WASTE MATERIALS AND RECYCLABLE MATERIALS

Title to Waste Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

14.0 TERMINATION OF CONTRACT

- 14.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date.
- 14.02 In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter,

following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

15.0 NEWLY DEVELOPED AREAS

The Contractor will, within three (3) days of notification by the City provide Waste Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas

16.0 MISCELLANEOUS TERMS

- 16.1 Contractor shall not be responsible for any damages to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.
- 16.2 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 16.3 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.
- 16.4 No liquidated damages may be assessed against Contractor by City.
- 16.5 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.
- 16.6 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 16.7 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 16.8 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 16.9 This Contract shall be interpreted and governed by the laws of the state where the work is performed. Venue of any suit or cause of action under this Contract shall lie exclusively in Grimes County, Texas.
- 16.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

- 16.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy). In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C

CONTRACTOR'S PROPOSAL/PRICING

**CITY OF NAVASOTA
PRICING 2015**

SERVICE	RATE
RESIDENTIAL 1 X PER WEEK	\$ 13.11
ADDITIONAL POLY CART	\$ 6.33
SMALL COMMERCIAL PICK UP 1 CART 1x PER WEEK	\$ 13.11
LARGE COMMERCIAL PICK UP 2 CART 1x PER WEEK	\$ 30.50
LARGE COMMERCIAL PICK UP 3 CART 1x PER WEEK	\$ 47.51
LARGE COMMERCIAL PICK UP 4 CART 1x PER WEEK	\$ 58.06
Yard Waste – Collected 2x per month (1x brush / 1x bag leaves)	\$ 1.92

COMMERCIAL CONTAINERIZED SERVICE

SIZE	2X /WK	3X /WK	4X /WK	5X /WK
2YD	\$110.85	\$ 163.63	\$ 206.92	\$ 258.65
3YD	\$145.69	\$ 232.25	\$ 310.38	\$ 387.44
4YD	\$206.92	\$ 310.38	\$ 413.83	\$ 506.74
6 YD	\$267.09	\$ 385.33	\$ 485.62	\$ 621.81
8 YD	\$348.38	\$ 469.79	\$ 558.02	\$ 781.22

Extra Pick up Charge (FEL)	\$50.00
Locking Device	\$7.00

EXHIBIT D
CONTRACTOR'S PERFORMANCE BOND

EXHIBIT E
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

- A. Commencing, **February 1, 2015** (the "Effective Date"), Republic Services shall collect and dispose of in a workmanlike manner one (1) time per week Residential Refuse placed in Poly Cart Containers at curbside at each Residential Unit located within the Service Area ("Residential Waste Collection Services"). Each residential unit shall offer no more than one (1) 95-gallon container (Cart Contents Only); in addition, Republic Services will provide a bulk pickup on the **3rd Monday**, of each month. This service will be limited to four (4) bulk items per residence. Residents will need to contact Customer Service seventy-two (72) hours in advance. Republic Services will provide yard waste pick up on the **2nd** and **4th** Wednesday, of each month. Republic Services requests the bulk items be placed at the curb one (1) day prior to the scheduled pick up.

All branches and tree limbs will be collected on **the 2nd Wednesday of each month**

- All branches and tree limbs must be cut to four foot (4') lengths and tied in small bundles that can be lifted and handled by a single person. Bundles should be no larger than eighteen inches (18") in diameter and weight no more than forty pounds (40').

All bagged leaves will be collected on **the 4th Wednesday of each month**

- All leaves must be bagged and tied

- B. The Contractor shall provide the Poly Cart Containers for weekly curbside collection of the Waste Materials from the Residential Units as specified below. Poly Cart Containers shall be placed at curbside by 7:00 A.M. on the designated collection day. All garbage, yard waste and rubbish must be contained inside the Poly Cart with the lid securely closed. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:

1. Estimated number of Residential Units as of commencement of contract term: 2222.
2. Number of Containers to be provided to each Residential Unit: 1.
3. Size of Containers for each Residential Unit: 95 Gallon.
4. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor: 1 time per week.

- C. Municipal Point of contact for Residential Unit Waste Collections –

1. Name: David Aguilar
2. Mailing address: 10554 Tanner Road / Houston, Texas 77041
3. Telephone number: 832-327-6405
4. Email address: daguilar@republicservices.com

For purposes of this Exhibit, the term "Container" shall have the same meaning as the term "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

EXHIBIT F
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES

A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:

1. Facility Name and address: Animal Control – 1607 Nolan.
Size and Number of Bins or Containers: 1 of 6 cubic yard size container
Number of weekly pickups of Bins or Containers: 1 per week. (Days – TBD)
2. Facility Name and address: August Horst Pavilion – 104 Veterans Memorial.
Size and Number of Bins or Containers: 3 of 8 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week. (Days – TBD)
3. Facility Name and address: Recreation Center - 100 Stadium Drive.
Size and Number of Bins or Containers: 1 of 8 cubic yard size container
Number of weekly pickups of Bins or Containers: 1 per week. (Days – TBD)
4. Facility Name and address: Municipal Building – 200 E McAlpine.
Size and Number of Bins or Containers: 1 of 8 cubic yard size container
Number of weekly pickups of Bins or Containers: 1 per week. (Days – TBD)
5. Facility Name and address: Vehicle Services Shop – 520 Malcolm.
Size and Number of Bins or Containers: 2 of 8 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week. (Days – TBD)
6. Facility Name and address: Waste Water Plant – 108 N Peeples.
Size and Number of Bins or Containers: 1 of 8 cubic yard size container
Number of weekly pickups of Bins or Containers: 1 per week. (Days – TBD)
7. Facility Name and address: Manly Ballfield – 1210 Manley.
Size and Number of Bins or Containers: 2 of 6 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week. (Days – TBD)
8. Facility Name and address: Small Receptacles – Town Square.
Size and Number of Bins or Containers: 25 of 30-gallon containers
Number of weekly pickups of Bins or Containers: 1 per week. (Days – TBD)
9. Facility Name and address: Recycle Facility – Public Works.
Size and Number of Bins or Containers: 1 of 20 cubic yard size containers
Number of weekly pickups of Bins or Containers: As Needed (Days – TBD)

B. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) – PROJECT MANAGEMENT:

5. Name: David Aguilar
6. Mailing address: 10554 Tanner Road / Houston, Texas 77041
7. Telephone number: 832-327-6405
1. Email address: daguilar@republicservices.com

For purposes of this Exhibit, the terms “Bin” and “Container” shall have the same meanings as the terms “Bin” and “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.

EXHIBIT G

- A.) Commencing **February 1, 2015** (the "Effective Date"), Republic Services shall collect and dispose of in a workmanlike manner commercial and industrial refuse, and the City agrees to pay a fee for said collection of commercial and industrial refuse in accordance with the commercial pricing matrix identified and described in Exhibit "C" hereof.

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 6. **AGENDA DATE:** January 10,
2022

PREPARED BY: Jack Kelso, Building Inspector

APPROVED BY: BS

ITEM: Consideration and possible action on the first reading of Ordinance No. 988-22, amending Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes and Standards, of the City of Navasota Code of Ordinances, adopting 2021 International Building Codes & 2020 National Electrical Code (NEC). [Jack Kelso, Building Inspector]

ITEM BACKGROUND:

The currently adopted 2012 International Building Codes and 2011 National Electric Codes are now 9 years old. City staff has reviewed the newly released 2021 international building codes and recommends adoption of the International 2021, Plumbing, Mechanical, Building, Residential, Fuel Gas ,Energy Conservation and Existing Building Codes. As well as the 2020 NEC (National Electric Code). Adoption of the recently released building codes will ensure all new construction is built to the latest safety standards and will also ensure the current BCEGS* (Building Code Effectiveness Grading Schedule) ISO rating of the City is maintained.

The current BCEGS rating for the City of Navasota is 5 for 1 & 2 residential dwellings and 4 for commercial and Industrial properties. (1 being the highest and 10 the lowest).

BUDGETARY AND FINANCIAL SUMMARY:

none

STAFF RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 988-22, amending Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes and Standards, of the City of Navasota Code of Ordinances, adopting 2021 International Building Codes.

ATTACHMENTS:

1. Ordinance No. 988-22

ORDINANCE NO. 988-22

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS AMENDING CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS, OF THE CITY OF NAVASOTA CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; FINDING PROPER NOTICE OF MEETING; AND PROVIDING FOR CERTIFICATION OF ADOPTION.

WHEREAS, the City Council of the City of Navasota previously adopted certain provisions relating to technical construction codes and standards; and

WHEREAS, the City Council desires to amend the adopted technical construction codes and standards; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to adopt the technical construction codes and standards as set forth herein;

NOW THEREFORE, be it ordained by the City Council of the City of Navasota, Texas:

SECTION 1. FINDINGS INCORPORATED

The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2.

Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes and Standards, of the Code of Ordinances of the City of Navasota is hereby amended in its entirety to read as follows:

ARTICLE 3.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

Division 1. Generally

Secs. 3.02.001–3.02.050 Reserved

Division 2. Building Code

Sec. 3.02.051 Adopted

The *International Building Code*, particularly the 2021 edition, and any future amendments, editions or derivatives beginning sixty (60) days after printing, except such portions as may hereinafter be amended, is hereby adopted. The provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of all buildings and structures within the area of jurisdiction of the City.

Sec. 3.02.052 Conflicting regulations; adoption of permit fees

- (a) The provisions of this division shall supersede other local ordinances to the extent that such ordinances are inconsistent with the provisions of this division; provided that nothing herein contained shall be construed to prevent the adoption and enforcement of an ordinance which is more restrictive or establishes a higher standard than those provided in this division, and such more restrictive requirement or higher standard shall govern during the period in which it is in effect.
- (b) The City Council may, from time to time, set, by resolution, fees for permits under this division.

Sec. 3.02.053 Safety to persons and property

- (a) Installations, alterations and repairs to residential premises, mobile homes and mobile home courts, and materials, assemblies, and equipment utilized in connection therewith, shall be reasonably safe to persons and property, and in conformity with applicable statutes of the City.
- (b) Alterations and repairs of residential premises, mobile homes, mobile home court buildings, and their accessory structures, and of material, assemblies and equipment utilized in connection with such buildings and structures, that conform with the applicable requirements of the building code shall be prima facie evidence that such work, material, assembly or equipment is reasonably safe to persons and property, except as otherwise provided in this division.

Sec. 3.02.054 Relief

It is not the intent of this division to declare anything to be a nuisance which is not such in fact. Any person to whom any order is directed or against whose property is taken or proposed to be taken under the terms and provisions of this division shall have the right to appeal such order or action to any court having competent jurisdiction.

Sec. 3.02.055 Penalty

Any person who shall violate any of the provisions of this division or the *International Building Code* adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined a sum not to exceed two thousand dollars (\$2,000.00). Each day such a violation is committed or permitted to continue shall be considered a separate offense.

Sec. 3.02.056 Local amendments to International Building Code

The following local amendments are made to the *International Building Code*, 2021 edition, as adopted by the City:

Section 101.1 is hereby amended by inserting the following: City of Navasota.

Section 103.1 is deleted in its entirety.

Section 113 is deleted in its entirety.

Secs. 3.02.057–3.02.100 Reserved

Division 3. Residential Code

Sec. 3.02.101 Adopted

The *International Residential Code*, particularly the 2021 edition, and any future amendments, editions or derivatives beginning sixty (60) days after printing, except such portions as may hereinafter be amended, is hereby adopted. The provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of all buildings and structures within the area of jurisdiction of the city.

Sec. 3.02.102 Conflicting regulations; adoption of minimum size for residences and permit fees

(a) The provisions of this division shall supersede other local ordinances to the extent that such ordinances are inconsistent with the provisions of this division; provided that nothing herein contained shall be construed to prevent the adoption and enforcement of an ordinance which is more restrictive or establishes a higher standard than those provided in this division, and such more restrictive requirement or higher standard shall govern during the period in which it is in effect.

(b) The minimum square footage for residential structures shall be 750 square feet of heated area that will include a bathroom and designated kitchen area per the requirement of this code.

Sec. 3.02.103 Safety to persons and property

(a) Installations, alterations and repairs to one and two-family residential premises, and materials, assemblies, and equipment utilized in connection therewith, shall be reasonably safe to persons and property, and in conformity with applicable statutes of the City.

(b) Alterations and repairs of one and two-family residential premises, and their accessory structures, and of material, assemblies and equipment utilized in connection with such buildings and structures, that conform with the applicable requirements of the building code shall be prima facie evidence that such work,

material, assembly or equipment is reasonably safe to persons and property, except as otherwise provided in this division.

Sec. 3.02.104 Relief

It is not the intent of this division to declare anything to be a nuisance which is not such in fact. Any person to whom any order is directed or against whose property is taken or proposed to be taken under the terms and provisions of this division shall have the right to appeal such order or action to any court having competent jurisdiction.

Sec. 3.02.105 Penalty

Any person who shall violate any of the provisions of this division or the International Residential Code adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined a sum not to exceed two thousand dollars (\$2,000.00). Each day such a violation is committed or permitted to continue shall be considered a separate offense.

Sec. 3.02.106 Local amendments to International Residential Code

The following local amendments are made to the *International Residential Code*, 2021 edition, as adopted by the City:

Section 101.1 is hereby amended by inserting the following: City of Navasota.

Section R103.1 is deleted in its entirety.

Section R112 is deleted in its entirety.

Secs. 3.02.105–3.02.150 Reserved

Division 4. Existing Building Code

Sec. 3.02.151 Adopted

The *International Existing Building Code*, particularly the 2021 edition, and any future amendments, editions or derivatives beginning sixty (60) days after printing, except such portions as may hereinafter be amended, is hereby adopted. The provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of all buildings and structures within the area of jurisdiction of the city.

Sec. 3.02.152 Penalty

Any person who shall violate any of the provisions of this division or the *International Existing Building Code* adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined a sum not to exceed two

thousand dollars (\$2,000.00). Each day such a violation is committed or permitted to continue shall be considered a separate offense.

Sec. 3.02.153 Local amendments to International Existing Building Code

The following local amendments are made to the *International Existing Building Code*, 2021 edition, as adopted by the City:

Section 101.1 is hereby amended by inserting the following: City of Navasota.

Section 103.1 is deleted in its entirety.

Section 112 is deleted in its entirety.

Secs. 3.02.154–3.02.200 Reserved

Division 5. Electricity

Part I. In General

Sec. 3.02.201 Penalty

Any person who shall violate any of the provisions of this division or the 2020 National Electrical Code adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined a sum not to exceed two thousand dollars (\$2,000.00). Each day such a violation is committed or permitted to continue shall be considered a separate offense.

Sec. 3.02.202 Installation of equipment in streets

(a) Only persons or public service companies that operate under a franchise granted by the City shall have the right to install any electrical equipment of any kind for the transmission of intelligence on, over or under the streets in the city. Any such installation made under franchise or grant shall be in strict conformity with all rules and regulations and ordinances of the city.

(b) Any installation of duct tube, conduit or wires under the public streets shall be in accordance with this division and other city ordinances covering the use of public places and streets.

Sec. 3.02.203 Interference with wiring installations

It shall be unlawful for any person to interfere with any electrical wiring installed or being installed in any structure or building.

Secs. 3.02.204–3.02.230 Reserved

Part II. Electrical Inspectors

Sec. 3.02.231 Duties

Electrical inspectors shall issue building permits for the installation and alteration of electrical wiring and equipment and shall be responsible for inspection of all new electrical installations and reinspections of all electrical installations. They shall keep complete records of all building permits issued and inspections and reinspections made.

Sec. 3.02.232 Authority

City electrical inspectors shall have the right from 8:00 a.m. to 5:00 p.m. to enter any building in the discharge of their official duties or for the purpose of making any inspection or test of the installation of electric wiring and electrical equipment contained therein, and shall have the authority to disconnect in cases of emergency any wiring where such electrical currents are dangerous to life and property or where such wires may interfere with the work of the fire department. Electrical inspectors are hereby empowered in emergencies to disconnect and to order the discontinuance of electrical service to any electric wiring or equipment found to be dangerous to life or property or not in conformity with the provisions of this division until such wiring and equipment and their installation have been made safe.

Secs. 3.02.233–3.02.260 Reserved

Part III. Inspections and Certificates of Approval

Sec. 3.02.261 Required

(a) When any part of a wiring installation is to be hidden from view, the master electrician or his authorized representative shall notify a City electrical inspector that an inspection is necessary. Upon the completion of the work which has been authorized by the issuance of a building permit, it shall be the duty of the master electrician or his authorized representative to whom the building permit has been issued to immediately notify a City electrical inspector, who shall inspect such installations within three days, exclusive of Sundays and holidays, of the time such notice is given.

(b) If the work is found to be in compliance with the provisions of this division, the City electrical inspector shall issue a final inspection release to the public utility corporation furnishing the electrical service. This notice shall authorize connection of approved work to the electrical service. No connection shall be made until such authorization and final release is issued.

Sec. 3.02.262 Inspection of existing installations; correction of unsafe conditions

A city electrical inspector shall make, upon belief that faulty conditions exist, a thorough inspection of any electrical wiring and equipment installed within the City.

When the installation of such wiring and equipment is found to be in an unsafe condition, or if it is found that the electrical measuring device has been tampered with so as to create a dangerous condition, the person owning, using or operating the same shall be notified in writing and shall, within fifteen days, make the necessary repairs to place such wiring and equipment in safe condition. If conditions are deemed to be dangerous, a City electrical inspector can order the immediate disconnection of the electrical service.

Sec. 3.02.263 Notice of release required prior to connection to electrical service

(a) It shall be unlawful for any person to make connection from a source of electrical energy to any electrical wiring or equipment for which a permit is required until they shall have received a notice of release issued by a City electrical inspector authorizing such connection and the use of such wiring and equipment.

(b) It shall be unlawful for any person to make connection for a source of electrical energy to any electric wiring or equipment which has been disconnected by a city electrical inspector or ordered to be disconnected until a notice of release has been issued by a city electrical inspector.

Secs. 3.02.264–3.02.300 Reserved

Part IV. Licenses and Permits

Sec. 3.02.301 License required; exception

(a) Except as otherwise provided herein, no person, firm or corporation shall install, repair or alter electrical wiring unless licensed as a master electrician, journeyman electrician, apprentice electrician or maintenance electrician with the state, and, having paid the proper fee, and obtained a building permit.

(b) A person performing electrical work with his own hands in a dwelling (or on the premises) owned by him and that is his homestead is exempt from licensing requirements and may be issued a permit to do electrical work on his homestead, upon demonstration of competence by the homeowner's electrical test and payment of the required inspection fee. His work shall in all respects be in accordance with the minimum standards established by this division and shall be subject to inspection by a City electrical inspector. Failure or refusal on the part of such owner to remedy the deficiencies found by such electrical inspector within ten days shall constitute a violation of this division.

Sec. 3.02.302 Classifications of electrical installers

Classifications of electrical installers shall be recognized as those outlined by the state department of licensing and regulation for electricians.

Sec. 3.02.303 Application for license

Applications for licenses may be obtained from a City electrical inspector.

Sec. 3.02.304 Permit required; exceptions

- (a) Except as otherwise specifically provided in this division, it shall be unlawful for any person to install, or to permit any person to install, any electrical wiring system without first having procured a building permit issued by the city.
- (b) No building permit shall be required for:
 - (1) Minor maintenance work, such as replacement of lamps, fuses, drop cords or other similar minor repairs.
 - (2) The connection of portable electrical equipment (including room air conditioners, ranges, etc.) to suitable existing permanently installed receptacles.
 - (3) The replacement of a motor by another motor of the same horsepower and rating, and installation of pressure and other similar controls, when the electrical supply for same has been properly installed.

Sec. 3.02.305 Elimination of hazardous conditions in existing wiring

It is the policy of the City to upgrade electric wiring so as to eliminate as rapidly as possible hazards which have developed in many installations in the city, due to the lack of a means of controlling electrical work prior to incorporation of the City or the adoption of this division. Therefore, it is the policy of the City that, whenever an electrician shall apply for a building permit to make an addition to an existing wiring installation, he shall certify that he has examined all of the wiring on the premises and has included as part of the job for which the permit is requested the elimination of all hazardous conditions in the existing wiring.

Sec. 3.02.306 Building permit fees

It is the policy of the City that fees associated with building permits under this division shall be set from time to time by resolution of the City Council.

Sec. 3.02.307 Notification that work is ready for inspection

It shall be the responsibility of the person who purchases a building permit to notify the inspection department of the city when ready for rough-in and final electrical inspections. Such notice will be considered to mean that all work is ready for its respective inspection. If reinspections are needed, additional fees may be added to the building permit and shall be paid prior to further work being commenced.

Sec. 3.02.308 Work performed without permit or inspection

In the event electrical work of any kind has taken place without the purchase of a

building permit, and the safe condition of such wiring has not been inspected by the City inspector, the City, after notifying the occupant either in person, by phone or by certified mail, may discontinue all electrical service to said structure until such time as said wiring is found to be safe by the City inspector.

Secs. 3.02.309–3.02.340 Reserved

Part V. Electrical Code and Technical Requirements

Sec. 3.02.341 Electrical code adopted

The National Electrical Code, particularly the 2020 edition, and any future amendments, editions or derivatives beginning sixty (60) days after printing, except such portions as may hereinafter be amended, is hereby adopted. The provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of all buildings and structures within the area of jurisdiction of the City.

Sec. 3.02.342 Amendments to electrical code

The following amendments are hereby enacted which exceed the adopted 2020 National Electrical Code, hereafter said to be the electrical code of the City:

- (1) When using twenty-ampere breakers with no. 12 wire on branch circuits, no more than twelve (12) outlets shall be permitted on those circuits.
- (2) Type NM or NMC (commonly referred to as Romex) with aluminum or copper-clad aluminum is not authorized.
- (3) No. 14 copper AWG type NM or NMC is approved for switch leg purposes.
- (4) Each commercial building service shall have, as an integral part of the entrance equipment, a main disconnect means located at a readily accessible point immediately adjacent to the meter outside the building or in a separate electrical room, convenient to a person standing on the ground.
- (5) All commercial, assembly and multiple-family structures over two (2) stories tall shall have all wiring installed in conduit.
- (6) On appliance circuits, no more than three (3) outlets shall be permitted.
- (7) All new wiring in the Central Business District (CBD), also known as the fire district, shall be installed in approved conduit, busways or wireways.

Sec. 3.02.343 Approved materials, fixtures and equipment

(a) No electrical materials, apparatus, devices, appliances, fixtures or equipment shall be sold or installed in the city unless they are in conformity with the provisions of this division, the statutes of the state and the rules and regulations issued by the

industrial commission of the state under authority of the state statutes.

(b) The maker's name, trademark or other identification symbol shall be placed on all electrical materials and equipment used or installed under the provisions of this division.

Sec. 3.02.344 Special requirements

(a) Types of wiring systems. In general, any type of wiring system may be used within the city limits as approved by the National Electrical Code adopted in [section 3.02.341](#) of this division, except where specifically prohibited.

(b) Aluminum conductors. Aluminum conductors shall not be used in any wiring within buildings, on the meter side of services or in underground services, except for that portion of the underground service entrance installed by the public utility company. Aluminum conductors may only be used pole to pole; or weatherhead to weatherhead; or weatherhead to pole.

(c) Wiring in commercial or commercial-residential buildings. Wiring in all new commercial or new combination commercial and residential buildings shall be enclosed in rigid conduit, metallic tubing, BX or BXL. This shall include expansions, additions or rewiring of existing structures. Existing structures being converted to commercial use where such use is not a hazard to the electrical system and no expansion to the system is required shall not be required to comply with this section.

(d) Services and interior feeders. All services and interior feeders shall be installed in rigid metal conduit, electric metallic tubing or approved busways, except that underground services, feeders and branch circuits may be installed in approved ducts or plastic conduit. Overhead services or feeders between two buildings less than six feet apart shall be installed in rigid metal conduit, electric metallic tubing, approved busways or ducts. Where wiring is installed in approved nonmetallic duct conduit, a continuous ground wire, sized per the National Electrical Code, shall be installed within the duct to ensure continuity of ground, and the entire wiring system must be installed in a manner approved by the electrical inspectors. Where approved underground duct is used it shall in no case be smaller than two inches inside diameter, buried at least eighteen inches below the ground surface. The portion of the service ahead of the meter cabinet shall not be run through attic spaces. Where conduit fittings are used ahead of meter cabinets, they shall be of sealable type and shall be plainly visible. Subfeeders in residential (single and multiple) buildings less than three stories tall may be nonmetallic sheath cable (Romex) grounded type.

(e) Meter cabinets, service outlet and metering equipment. Service requirements shall comply with the requirements of Entergy Corporation's customer service requirement handbook. Where space limitations will not permit placing of meter cabinets as outlined above, the electric public service company, subject to the approval of the chief electrical inspector, may determine the arrangement to be used. All service outlets shall be located so as to permit placing the electric public service company's service wire on the wall of the building next to the supply. The electric public service company shall never require the placing of meters on the front of the building or street side of a building without the written consent of the owners, and, where not practical in the opinion of the chief electrical inspector to place

metering devices on the exterior of the building, said location shall be at the service company's service as determined by the chief electrical inspector.

(f) Point of attachment of service drop. The point of attachment of the service drop shall meet requirements as outlined in the customer service handbook as published by Entergy.

(g) Equipment installed on exterior of buildings. Service switches and other electrical equipment installed on the exterior of a building or outside any building shall be considered as being exposed to the weather, and all switches and equipment shall be of a type approved for the prevailing conditions. Switches and equipment installed on the outside of the building in a recess in the outside wall and covered by a door as a part of the building structure shall be considered as being on the exterior of the building and exposed to the weather.

Secs. 3.02.345–3.02.400 Reserved

Division 6. Plumbing

Sec. 3.02.401 Adopted

The *International Plumbing Code*, particularly the 2021 edition, and any future amendments, editions or derivatives beginning sixty (60) days after printing, except such portions as may hereinafter be amended, is hereby adopted. The provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of all buildings and structures within the area of jurisdiction of the City.

Sec. 3.02.402 Penalty

Any person who shall violate any of the provisions of this division or the *International Plumbing Code* adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined a sum not to exceed two thousand dollars (\$2,000.00). Each day such a violation is committed or permitted to continue shall be considered a separate offense.

Sec. 3.02.403 Plumber's license and bond

(a) License. All persons who engage in or work at actual installations, alterations or repair of pipes, fittings and fixtures for water, sewage or gas in all buildings and structures and on all property now erected or to be erected, changed, constructed, reconstructed, repaired or altered in the City, and outside the City if same be connected to either City water, gas or sewer systems, shall possess either a master or journeyman's plumber's license or an apprentice registration card in accordance with Chapter 1301 of the Texas Occupations Code, as amended.

(b) Insurance. Every licensed master plumber must have on file with the Texas State Board of Plumbing Examiners a certificate of insurance. The City will verify through the Board's website or by contacting the Board by telephone that the

insurance is on file. The certificate of insurance must:

- (1) be written by an insurer authorized to engage in the business of insurance in this state or an eligible surplus lines insurer, as defined by Section 981.002, Insurance Code;
- (2) provide for commercial general liability insurance for the responsible master plumber for a claim for property damage or bodily injury, regardless of whether the claim arises from negligence or on a contract; and
- (3) provide coverage of not less than \$300,000 for all claims arising in a one-year period.

Sec. 3.02.404 Special requirements

Table 702.3 of the *International Plumbing Code*, 2021 edition, titled "Building Sewer Pipe," is hereby amended by deleting Acrolonitrile butadiene styrene (ABS) plastic pipe and asbestos-cement pipe concrete, coextruded composite ABS DWV schedule 40 IPS pipe solid, coextruded composite ABS DWV schedule 40 IPS cellular core, coextruded composite PVC DWV schedule 40 IPS pipe solid, coextruded composite PVC DWV schedule 40 IPS pipe cellular core, coextruded composite PVC IPS, DR-PS DWV PS140, PS200, coextruded composite ABS sewer drain DR-PS in PS35, PS50, P5100, PS140, P5200 and concrete the use of which is prohibited, and by conditioning the use of other materials outside the slab. Outside the slab only polyvinyl chloride (PVC) plastic (type DWV), schedule 40 or SDR 26 is allowed.

Sec. 3.02.405 Local amendments to International Plumbing Code

The following local amendments are made to the *International Plumbing Code*, 2021 edition, as adopted by the city:

Section 101.1 is hereby amended by inserting the following: City of Navasota.

Section 103.1 is deleted in its entirety.

Secs. 3.02.406–3.02.440 Reserved

Division 7. Gas Code

Sec. 3.02.441 Adopted

The *International Fuel Gas Code*, particularly the 2021 edition, and any future amendments, editions or derivatives beginning sixty (60) days after printing, except such portions as may hereinafter be amended, is hereby adopted. The provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of all buildings and structures within the area of jurisdiction of the City.

Sec. 3.02.442 Permit fees

Fees for permits under this division shall be set by resolution from time to time by the City Council.

Sec. 3.02.443 Penalty

Any person who shall violate any of the provisions of this division or the *International Fuel Gas Code* adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined a sum not to exceed two thousand dollars (\$2,000.00). Each day such a violation is committed or permitted to continue shall be considered a separate offense.

Sec. 3.02.444 Local amendments to International Fuel Gas Code

The following local amendments are made to the *International Fuel Gas Code*, 2021 edition, as adopted by the City:

Section 101.1 is hereby amended by inserting the following: City of Navasota.

Section 103.1 is deleted in its entirety.

Secs. 3.02.445–3.02.475 Reserved

Division 8. Mechanical Code

Sec. 3.02.476 Adopted

The *International Mechanical Code*, particularly the 2021 edition, and any future amendments, editions or derivatives beginning sixty (60) days after printing, except such portions as may hereinafter be amended, is hereby adopted. The provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of all buildings and structures within the area of jurisdiction of the City.

Sec. 3.02.477 Conflicting regulations

(a) The provisions of this division shall supersede other local ordinances to the extent that such ordinances are inconsistent with the provisions of this division; provided that nothing herein contained shall be construed to prevent the adoption and enforcement of an ordinance which is more restrictive or establishes a higher standard than those provided in this division, and such more restrictive requirement or higher standard shall govern during the period in which it is in effect.

(b) In a case where a provision of this division is found to be in conflict with a provision of a zoning, electrical, plumbing, fire, safety, health, water supply or sewage disposal ordinance, the provision or requirement that is more restrictive or establishes the higher standard shall prevail.

Sec. 3.02.478 Penalty

Any person who shall violate any of the provisions of this division or the *International Mechanical Code* adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined a sum not to exceed two thousand dollars (\$2,000.00). Each day such a violation is committed or permitted to continue shall be considered a separate offense.

Sec. 3.02.479 Local amendments to International Mechanical Code

The following local amendments are made to the *International Mechanical Code*, 2021 edition, as adopted by the City:

Section 101.1 is hereby amended by inserting the following: City of Navasota.

Section 103.1 is deleted in its entirety.

Secs. 3.02.480–3.02.500 Reserved**Division 9. Energy Conservation Code****Sec. 3.02.501 Adopted**

The *International Energy Conservation Code*, particularly the 2021 edition, and any future amendments, editions or derivatives beginning sixty (60) days after printing, except such portions as may hereinafter be amended, is hereby adopted. The provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of all buildings and structures within the area of jurisdiction of the City.

Sec. 3.02.502 Permit fees

Fees for permits under this division shall be set by resolution from time to time by the City Council.

Sec. 3.02.503 Penalty

Any person who shall violate any of the provisions of this division or the *International Energy Conservation Code* adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined a sum not to exceed two thousand dollars (\$2,000.00). Each day such a violation is committed or permitted to continue shall be considered a separate offense.

Sec. 3.02.504 Local amendments to International Energy Conservation Code

The following local amendments are made to the *International Energy Conservation Code*, 2021 edition, as adopted by the City:

Section 101.1 is hereby amended by inserting the following: City of Navasota.
Section C110 is deleted in its entirety.

SECTION 3. CUMULATIVE EFFECT

This Ordinance shall be cumulative of all laws of the State of Texas and the United States governing the subject matter of this Ordinance, now existing or as hereafter amended.

SECTION 4. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

SECTION 5. REPEALER CLAUSE

Any provision of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective from and after its passage, approval and adoption on second reading, and its publication as may be required by law.

SECTION 7. NOTICE OF MEETING

Notice of the time and place, where and when said Ordinance would be considered by the City Council at a public meeting was given in accordance with applicable law, prior to the time designated for meeting.

PASSED ON FIRST READING THIS THE 10TH DAY OF JANUARY, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND READING THIS THE 18TH DAY OF JANUARY, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7. **AGENDA DATE:** January 10,
2022

PREPARED BY: Jason Katkoski, Fire Chief

APPROVED BY: BS

ITEM: Consideration and possible action on the first reading of Ordinance No. 989-22, amending Chapter 5 Fire Prevention and Protection, Article 5.04 Fire Prevention Code, of the City of Navasota Code of Ordinances, adopting 2021 International Fire Codes. [Jason Katkoski, Fire Chief/EMC]

ITEM BACKGROUND:

The currently adopted 2012 International Fire Code is now 9 years old. City staff has reviewed the newly released 2021 International Fire Code and recommends adoption with amendments. Adoption of the recently released fire code will ensure all new construction is built to the latest safety standards and will also ensure the current BCEGS* (Building Code Effectiveness Grading Schedule) ISO rating of the City is maintained.

The current BCEGS rating for the City of Navasota is 5 for 1 & 2 residential dwellings and 4 for commercial and Industrial properties. (1 being the highest and 10 the lowest).

BUDGETARY AND FINANCIAL SUMMARY:

none

STAFF RECOMMENDATION:

Staff recommends approving the first reading of Ordinance No. 989-22, amending Chapter 5 Fire Prevention and Protection, Article 5.04 Fire Prevention Code, of the City of Navasota Code of Ordinances, adopting 2021 International Fire Codes.

ATTACHMENTS:

1. Ordinance No. 989-21

ORDINANCE NO. 989-22

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS AMENDING CHAPTER 5 FIRE PREVENTION AND PROTECTION, ARTICLE 5.04 FIRE PREVENTION CODE OF THE CITY OF NAVASOTA CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; FINDING PROPER NOTICE OF MEETING; AND PROVIDING FOR CERTIFICATION OF ADOPTION.

WHEREAS, the City Council of the City of Navasota previously adopted 2012 edition of the *International Fire Code*; and

WHEREAS, the City Council desires to amend the fire prevention regulations of the City of Navasota by adopting the 2021 edition of the *International Fire Code*; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to adopt the regulations as set forth herein;

NOW THEREFORE, be it ordained by the City Council of the City of Navasota, Texas:

SECTION 1. FINDINGS INCORPORATED

The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2.

Chapter 5 Fire Prevention and Protection, Article 5.04 Fire Prevention Code, of the City of Navasota Code of Ordinances is hereby amended in its entirety to read as follows:

ARTICLE 5.04 FIRE PREVENTION CODE

Sec. 5.04.001 Adopted

The 2021 edition of the *International Fire Code*, including appendix chapters B, C, D, E, F, and G, as published by the International Code Council is hereby adopted to the same extent as though such code were copied at length herein, subject however to the omissions, additions, supplements, and amendments contained in this article.

Sec. 5.04.003 Local Amendments to the International Fire Code 2021 Edition

Section 101.1 (Title) is amended by deleting "[NAME OF JURISDICTION]" and replacing with "The City of Navasota".

Section 102.1 (Applicability) is amended to read as follows: 3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of the code.

Section 105.5.42.1 is amended by adding this section: The possession, storage, sale, use or explosion of fireworks is hereby declared to be a nuisance and, therefore, except as herein provided, it shall be unlawful for any person to possess, store, offer for sale, sell, or use or explode any fireworks within the corporate limits of the city and within the area immediately adjacent and contiguous to the city limits. The fire code official shall permit the use of fireworks/pyrotechnics for public or private displays when all of the provisions of NFPA 1123 are met and after all necessary permits have been issued. Every such use or display shall be handled by a competent and qualified operator approved by the fire code official and shall be of such character and so located, discharged or fired so as not to be hazardous to property or endanger any persons.

Section 111 (Means of Appeals) is amended in its entirety to read as follows: Whenever the fire code official disapproves an application for a permit, or a building owner or occupant has code violations that they believe the true intent and meaning of the code has been misconstrued or wrongly interpreted, said building owner or occupant may appeal the decision in writing to the city manager within ten (10) days from the date of the fire code official's decision. If no timely written appeal is filed with the city manager, the fire code official's decision shall be deemed to be final.

Section 112.4 (Violation Penalties) is amended by deleting "[SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment" and adding with "misdemeanor punishable by a fine pursuant to section 1.01.009 of the City of Navasota" in its place.

Section 307.1 (General) is amended in its entirety to read as follows: Except as otherwise allowed by this section, no person shall burn or authorize the burning of any rubbish, trash, waste, leaves, weeds, grass, lumber or any other combustible materials in the city. Such materials may be burned in containers or incinerators subject to the approval by the fire code official. Outdoor burning shall be authorized for fires used solely for recreational or ceremonial purposes, or in the preparation of

food, or used exclusively for the purpose of supplying warmth during cold weather. Such burning shall be subject to the requirements of title 30, Texas Administrative Code, section 111.219(7) which states that electrical insulation, treated lumber, plastics, nonwood construction/demolition materials, heavy oils, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned. Containers such as chimeneas, patio fireplaces, covered metal fire pits, or other approved commercially manufactured fire pits must be used for recreational burning and warmth. After submitting written documentation to the fire code official evidencing the consent of all owners of property and occupants of structures located within 300 feet of the proposed burn site and after issuance of the proper permit by the fire code official, a person may conduct on-site burning of trees, brush, grass, leaves, branch trimmings, or other plant growth, by the owner of the property or any other person authorized by the owner, and when the material is generated only from that property. Such burning shall be constantly attended by a competent and qualified person until such fire is extinguished. Such person shall have adequate fire extinguishing equipment readily available at the site of the burning.

Section 307.3 (Extinguishment authority) is amended by adding: ..., "the fire code official, officer of the fire department, or officer of the police department" ...

Section 308.1.6.3 (Sky Lanterns) is amended in its entirety to read as follows: A person shall not release or cause to be released an unmanned free-floating device containing an open flame or other heat source such as but not limited to a sky lantern.

Section 501.4 (Timing of installation) is amended in its entirety to read as follows: Where fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

Section 503.2.1 (Dimensions) is amended by replacing: "20 feet" with "25 feet" and "13 feet 6 inches" with "14 feet."

Section 503.3 (Marking) is amended in its entirety to read as follows: The owner, manager, or person in charge of any building or property to which fire lanes have been approved or required by the fire code official shall mark and maintain said fire lanes in the following manner: All curbs and curb ends shall be painted red with four inch (4") white lettering stating "FIRE LANE - NO PARKING - TOW AWAY ZONE." The phrase should be spaced fifteen feet (15') apart continuously. Example: FIRE LANE (15 foot space) NO PARKING (15 foot space) TOW AWAY ZONE (15 foot space) FIRE LANE

In areas where fire lanes are required but no continuous curb is available, one of the following methods shall be used, in conjunction with the curb markings, to indicate

that the fire lane is continuous:

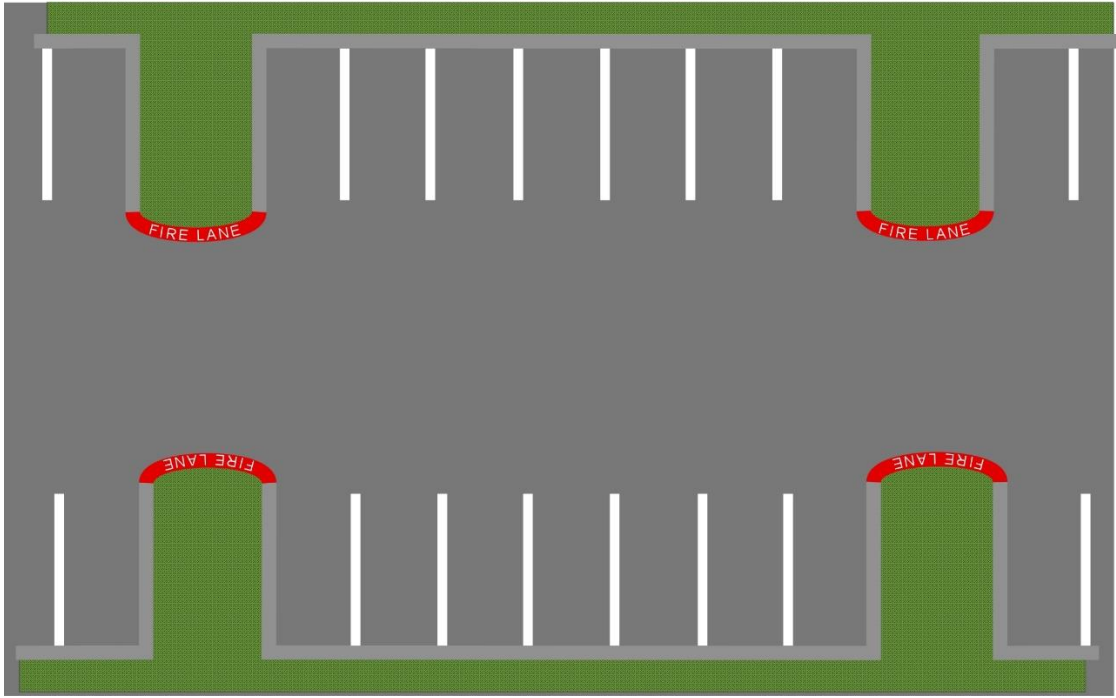
Option #1: A sign twelve inches (12") wide and eighteen inches (18") in height stating "FIRE LANE DESIGNATED PARKING ONLY" with a companion sign twelve inches (12") wide and six inches (6") in height stating "TOW AWAY ZONE" shall be mounted in a conspicuous location at each entrance to the property. The bottom of the sign shall be permanently affixed to a stationary post at 6ft above grade. (See sign Detail and Option 1 below for painting detail)

Option #2: Where there is no curb including behind parking spaces a continuous eight inch (8") red stripe with four inch (4") white lettering stating "FIRE LANE – NO PARKING – TOW AWAY ZONE" Each phrase should be spaced no more than 15ft apart. Example: FIRE LANE (15ft space) NO PARKING (15ft space) TOW AWAY ZONE (15ft space) FIRE LANE (15ft space)...(See option 2 below for painting detail)



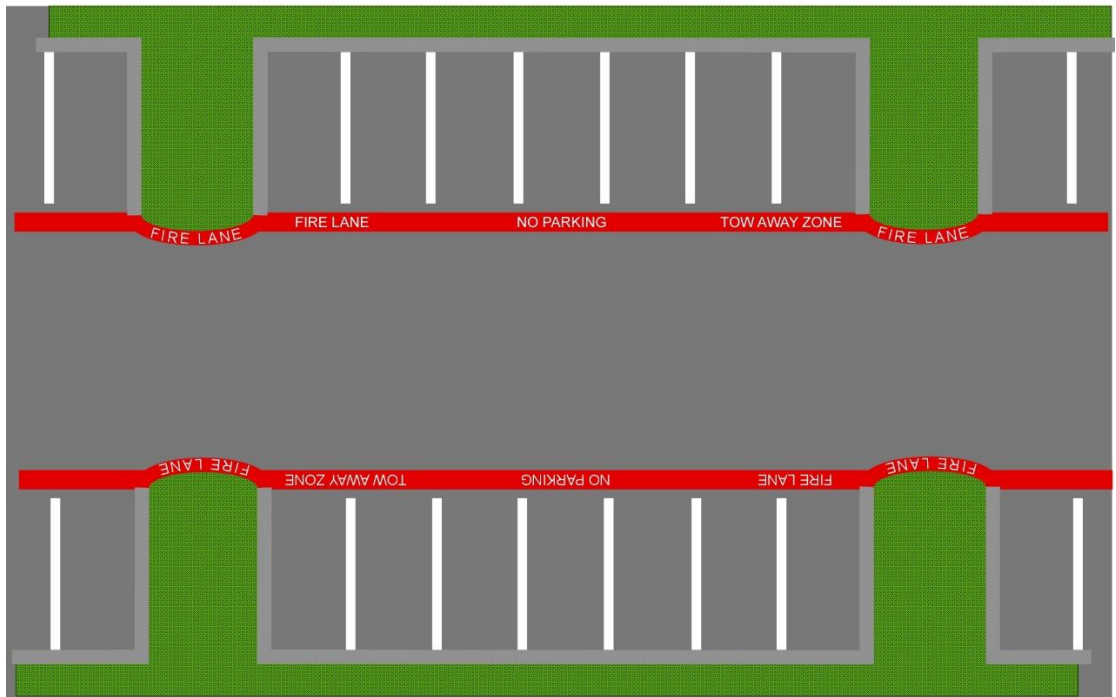
Option #1

FIRE LANE WITH DESIGNATED PARKING ONLY SIGN



Option #2

TYPICAL FIRE LANE WITHOUT SIGN AT ALL ENTRANCES



Section 503 (Fire apparatus access roads) is amended by adding section 503.3.1, section 503.3.2, and 503.3.3 to read as follows:

Section 503.3.1 (Destruction of Fire Lane or Tow Away Signs)

It is hereby unlawful for any person without lawful authority to attempt to or to alter, destroy, deface, injure, knock down, or remove any sign designating a fire lane or tow-away zone erected under the terms of this code, or to deface a curb marking in any way.

Section 503.3.2 (Abandonment or Closing)

No owner, manager, or person in charge of any premises served by a required fire lane shall abandon or close such fire lane without written permission of the fire marshal of the City of Navasota.

Section 503.3.3 (Authority Under Emergency Conditions)

The fire marshal is hereby authorized to establish fire lanes during any fire, and to exclude all persons other than those authorized to assist in extinguishing the fire or the owner or occupants of the burning property from within such lanes.

Section 503.4 (Obstruction of Fire Apparatus Access Roads) is amended in its entirety to read as follows:

No person shall park, place, allow, permit, or cause to be parked or placed, any motor vehicle, trailer, boat, or similar obstruction within or upon an area designated as a fire lane and marked by an appropriate sign or curb marking.

Section 503 (Fire Apparatus Access Roads) is amended by adding section 503.4.2 and section 503.4.3 to read as follows:

Section 503.4.2 (Obstructing Fire Lanes): Any motor vehicle, boat, or similar obstruction found parked within an area designated as a fire lane as required by this section is hereby declared a nuisance per se and any such motor vehicle, trailer, boat, or similar obstruction parked or unoccupied in such a manner as to obstruct in whole or in part any such fire lane shall be prima facie evidence that the registered owner unlawfully parked, placed, or permitted to be parked or placed such obstruction within a fire lane.

Section 503.4.3 (Enforcement; Issuance of Citations; Impoundment of Obstructions)

The Fire Official or any member of the fire department designated by the Fire Chief, the Chief of Police, or any member of the police department designated by the Chief of Police, are hereby authorized to issue parking citations for any motor vehicle, trailer, boat, or similar obstruction found parked or unattended in or upon a designated fire lane and may have such obstruction removed by towing it away. Such vehicle or obstruction may be redeemed by payment of the towage and

storage charges at the owner's expense. No parking citations shall be voided, nor shall the violator be relieved of any penalty assessed by a judge of the municipal court for any provision by the redemption of the obstruction from the storage facility.

Section 505.1 (Address identification) is amended in its entirety to read as follows:

Section 505.1 (Address identification) New and existing buildings shall be provided with approved address identification.

(a) An official address, assigned by the county addressing administrator, or his or her designee, shall be provided and placed pursuant to this section in such a position as to be plainly legible and clearly visible from the public street or roadway fronting the property. All address numbers shall be composed of a durable material and of a color that provides a contrast to the background itself. Durable materials used for the official address shall include, but not be limited to, wood, plastic, metal, weather resistant paint, weather resistant vinyl, or weather resistant material designed for outside use on a glass surface. Address numbers shall not be obstructed by landscaping, vegetation, or other permanent objects.

(b) Addresses must be temporarily posted for a structure under construction as soon as work commences on the property.

(c) Residential Homes. Addresses placed pursuant to this section shall be a minimum of four (4) inches in height and stroke of no less than 0.5 inch. The official address shall be placed a minimum of three (3) feet and a maximum of twelve (12) feet in height measured from the ground level. Buildings or structures located more than fifty (50) feet from the street curb shall have an official address at least five (5) inches in height. Residential structures, which provide for rear vehicular access from a dedicated public alley, street or designated fire lane, shall conspicuously post an official address at least three (3) inches in height so that it is visible from the public alley, street or designated fire lane.

(d) Single Commercial Structures. Addresses placed pursuant to this section shall be a minimum of four (4) inches in height and stroke of no less than 0.5 inch. The official address shall be placed a minimum of three (3) feet and a maximum of thirty (30) feet in height measured from the ground level. Buildings or structures located more than fifty (50) feet from the street curb shall have an official address at least five (5) inches in height. Single commercial structures, which provide for rear vehicular access from a dedicated public alley, street or designated fire lane, shall conspicuously post an official address at least 4 inches in height so that it is visible from the public alley, street or designated fire lane.

(e) Commercial & Residential Building Complexes. A building complex

composed of multiple buildings and/or multiple dwellings or units shall have an approved building and unit number plan. There may be a main address assigned with building and unit numbers or, if there is sufficient street frontage, each building, suite, or tenant, may also be assigned an official address number.

(1) Building Numbers

A complex with multiple buildings shall have a building number posted in a location that is plainly legible and clearly visible from the fire lane and access road. The building number shall be a minimum of 6 inches in height with a 1/2 inch stroke. If a building contains four (4) or more commercial or residential units, unit numbers shall be posted and maintained at each end of said building indicating the units contained therein. The residential unit numbers shall be at least four (4) inches in height and shall be permanently affixed to the outside of the building. Building and residential unit numbers shall be of a color that is in contrast to the background. If the residential unit numbers posted at one end of the building are clearly visible from a public street or private driveway, and the opposite end of the building is not visible from either a public street or a private driveway, residential unit numbers shall be required only on the end of the building that is clearly visible from the public street or private driveway. Building numbers should be externally or internally illuminated by a sufficient light source or made from material with a reflective finish.

Please reference Exhibits A and B below:

Exhibit A.



Exhibit B.



(2) Unit Numbers

Each suite or unit number shall be posted and maintained on or within 18 inches of the primary entrance to the unit, or such greater distance as the chief building official or fire marshal may approve. Posted suite or unit numbers must be a minimum 3 inches in height with a 1/4 inch stroke. The unit number will follow the following standard:

- i. first character/s will be the building number,
- ii. second character/s will be the floor number,
- iii. third character/s will be the individual space.

- (3) Commercial buildings with side or rear access in addition to the main entrance shall also display the business name and official address and suite number on each side or rear door with characters at least 3 inches in height.
- (4) The owner or manager of a building complex, which contain enclosed suites accessed from a main entrance door with individual entry doors located internally, shall submit, for approval by the chief building official or fire code official, a diagram or floor plan of the entire complex, indicating the location and number of each unit or suite. When making a change in a business name or location, the owner or manager shall notify the chief building official or fire marshal in writing.
- (5) Two or more entrances are considered primary entrances if the person in control of the property so desires. Where two or more entrances are considered primary entrances, all numbers must be posted and maintained at each such entrance as though it were the only primary entrance. When required by the chief building official or fire marshal, address numbers shall be provided in additional approved locations to facilitate emergency response.

(f) Variations from these standards will require approval by the chief building official or fire code official.

Section 506.1 (Where required) is amended in its entirety to read as follows: Knox-boxes are required on all new construction that will have secured openings and/or immediate access is necessary for life-saving and/or firefighting purposes. The Knox-box shall be located within ten (10) feet of the main entrance of the building or other locations approved by a fire code official, and must contain keys to access all areas of the building. Exemption: Group R

Section 507.5.1 (Where required) is amended by deleting "400" and replacing with "300", by deleting "600" and replacing with "500" in exception 1 and deleting exception 2 in its entirety.

Section 507.5.3 is amended by adding Section 507.5.3.1 (Painting Requirements for Private Hydrants) which will read as follows:

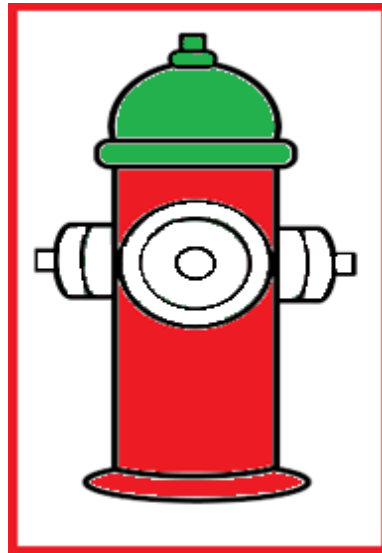
Section 507.5.3.1 A private hydrant within the City of Navasota will be painted according to the requirements in this section. The hydrant body will be painted "Safety Red", the caps will be painted "Reflective White", and the bonnet will be painted according to their flow capability listed below.

Bonnet Color Coding

- a. Less than 500 GPM - Safety Red
- b. 500 GPM to 999 GPM - Safety Yellow
- c. 1000 GPM to 1499 GPM - Safety Green

d. 1500 GPM or greater - Safety Blue

(See example below showing a hydrant that should flow between 1000 and 1499 gallons per minute)



Section 901 is amended by adding 901.6.4 to read as follows:

Section 901.6.4 (False Alarms and Nuisance Alarms) False alarms and nuisance alarms shall not be given, signaled, or transmitted or caused or permitted to be given, signaled, or transmitted in any manner.

Section 901.7 (System Out of Service) is amended to read as follows: Where a required fire protection system is out of service or in the event of an excessive number of activations, the fire department and the fire code official shall be notified immediately and, where... (remaining text unchanged)

Section 903.2 (Where required) is amended in its entirety to read as follows: An automatic sprinkler system shall be provided throughout all buildings where the total building area exceeds 12,000 square feet and/or all structures exceeding two (2) stories in height. Also, any building that a sprinkler system is required must also provide sprinklers in attic areas.

In addition to the requirements of this section, an automatic sprinkler system shall be provided throughout all new buildings and structures as follows:

1. Where the total building area exceeds 12,000 square feet in area.
2. Where the height exceeds two (2) stories, regardless of area.

Section 903.2.4 (Group F-1) is amended by replacing "three" with "two in item "2" deleting item "3".

Section 903.2.7 (Group M #2) is amended by replacing "three" with "two" and by deleting item 3.

Section 903.2.8 (Group R) is amended by adding the following exception:

1. Boarding houses (transient), rooming houses (transient), bed and breakfast inns, and other similar occupancies (not including hotels or motels) containing not more than four guest rooms for which rent is paid and that are occupied by transient guests only.

Section 903.2.9 (Group S-1) is amended by replacing "three" with "two" in item "2" and deleting item "3".

Appendix C (Fire Hydrant Locations and Distribution) Section C103.1 (Hydrant Spacing) is amended by adding the following to the end of said section: "...or be approved by the fire code official."

Appendix D (Fire Apparatus Access Roads) Section D102.1 (Access and Loading) is amended by replacing "75,000" with "84,000".

SECTION 3. CUMULATIVE EFFECT

This Ordinance shall be cumulative of all laws of the State of Texas and the United States governing the subject matter of this Ordinance, now existing or as hereafter amended.

SECTION 4. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

SECTION 5. REPEALER CLAUSE

Any provision of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective from and after its passage, approval and adoption on second reading, and its publication as may be required by law.

SECTION 7. NOTICE OF MEETING

Notice of the time and place, where and when said Ordinance would be considered by the City Council at a public meeting was given in accordance with applicable law, prior to the time designated for meeting.

PASSED ON FIRST READING THIS THE 10th DAY OF JANUARY, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND READING THIS THE 18TH DAY OF JANUARY, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8. **AGENDA DATE:** January 10,
2022

PREPARED BY: Jennifer Reyna, Interim Director of Utilities

APPROVED BY: BS

ITEM: Consideration and possible action on the approval of Change Order No. 2 for the Wastewater Treatment Plant Improvement Project. [Jennifer Reyna/Bleyl Engineering]

ITEM BACKGROUND:

As part of the repair work at the wastewater treatment plant, water was drained from the original clarifiers and inspected the units for any necessary repairs that were hidden below the water level. During the inspection, the support columns for the sludge rakes were corroding. The additional work is to clean, grind, and recoat the columns in a protective epoxy, which will help extend the life of both clarifiers.

BUDGETARY AND FINANCIAL SUMMARY:

Original Contract Amount: **\$375,639**

Change Order No. 1 Amount: **\$63,613**

Change Order No. 2 Amount: **\$4,569**

New Contract Amount: **\$443,821**

STAFF RECOMMENDATION:

Staff recommends the approval on the Change Order No. 2 for the Wastewater Treatment Plant Improvement Project in the amount of \$4,569.

ATTACHMENTS:

1. WWTP Improvement Project Change Order No. 2

SECTION 00 63 36

CHANGE ORDER No. 2

PROJECT: WWTP Headworks and Rotor Improvements
BLEYL PROJECT NO.: 12658

TO: Teal Services LLC
PO Box 817
Anderson, Texas 77836

REFERENCE RFIs/RFPs: N/A

1.01 DESCRIPTION OF CHANGES

CONTRACT CHANGE

AMOUNT

TIME

ITEM 1 SCOPE: Blast and or hand tool existing steel clarifier center pier support from existing bull gear to bottom of clarifier (2ea), Remove blast media, apply coat tar epoxy.

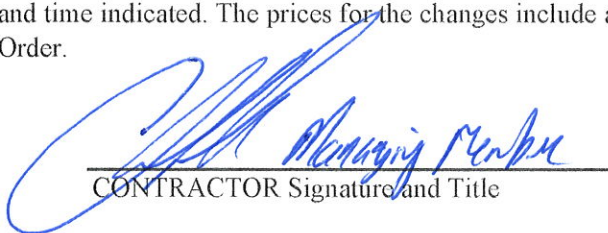
\$ 4,569.00 0 Days

Justification: Discovered during ongoing inspection

TOTALS: \$ 4,569.00 0 Days

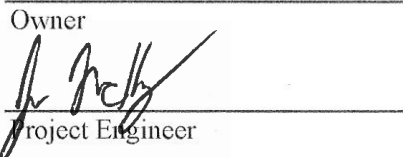
1.02 ACCEPTANCE BY CONTRACTOR

CONTRACTOR agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for the changes include all costs associated with this Change Order.


CONTRACTOR Signature and Title

12/17/2021
Date

1.03 ACCEPTANCE BY THE OWNER

Owner

Project Engineer

Date
12/17/2021
Date

EXECUTIVE SUMMARY

C.O. # 2

BLEYL PROJECT NO.: 12658

TO: Teal Services LLC
PO Box 817
Anderson, Texas 77836

1.01	CONTRACT PRICE SUMMARY	DOLLAR AMOUNT	PERCENT
A.	Original Contract Price	\$ 375,639.00	100%
B.	Previous Change Orders	\$ 63,613.00	17%
C.	This Change Order	\$ 4,569.00	1%
D.	Contract Price	\$ 443,821.00	118%

1.02	CONTRACT TIME SUMMARY	Notice to Proceed: DURATION	February 22, 2021 COMPLETION DATE
A.	Original Contract Time	358 Days	February 15, 2022
B.	Previous Change Orders	0 Days	February 15, 2022
C.	This Change Order	0 Days	
D.	Contract Time	358 Days	February 15, 2022

1.03 TOTAL VALUE OF INCREASES OUTSIDE OF GENERAL SCOPE OF WORK

A. Including this Change Order, the following table is provided to track conditions related to Document 00 72 43 - General Conditions.

No.	Change Description	Amount Added	Percentage Added
1	Add Twin Clarifier Repairs	\$ 63,613.00	16.93%
2	Add coating of clarifier column	\$ 4,569.00	1.22%
3			0.00%
4			0.00%
TOTALS		\$ 68,182.00	18.15%

END OF SUMMARY

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9. **AGENDA DATE:** January 10,
2022

PREPARED BY: Lance Hall, Finance Director

APPROVED BY: BS

ITEM: Consideration and possible action on the purchase of a software upgrade from Tyler Technologies. [Lance Hall, Finance Director]

ITEM BACKGROUND:

Tyler Technologies, Incode has a cloud version upgrade available. We are currently paying \$46,777 in annual maintenance fees for our current server based version. To switch to the cloud based version our maintenance fees would increase by \$22,748 to \$64,065. The cloud version fixes many of the issues that we are facing right now. We would not have to maintain a local server anymore, our server is aging and would need to be replaced in the next few years. The cloud based version allows users to login in from anywhere using an IP address. This would allow the staff outside of city hall to have access. Legal Counsel has reviewed and approved contract.

BUDGETARY AND FINANCIAL SUMMARY:

Current annual fees \$46,777

new annual fees \$ 64,065

STAFF RECOMMENDATION:

Staff recommends the purchase of the software upgrade for additional annual fees of \$22,748.

ATTACHMENTS:

1. Contract



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Navasota, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its rules on conflicts of law. Venue shall lie exclusively in any appropriate state or federal court for Grimes County, Texas.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata SaaS Services Terms of Services, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Navasota, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Navasota
PO Box 910
Navasota, TX 77868
Attention: Lance Hall



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:
Quote Expiration:
Quote Name:

DK Robertson
4/30/22
Incode Cloud-SaaS Flip

Sales Quotation For:

Lance Hall
City of Navasota
PO Box 910
Navasota TX 77868-0910
+1 (936) 825-6475

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Incode			
Incode Financial Management Suite			
Core Financials	\$ 10,192	\$ 0	\$ 10,192
Inventory Control	\$ 2,651	\$ 0	\$ 2,651
Positive Pay	\$ 1,336	\$ 0	\$ 1,336
Project Accounting	\$ 3,329	\$ 0	\$ 3,329
Purchase Orders	\$ 4,430	\$ 0	\$ 4,430
Payroll	\$ 6,644	\$ 0	\$ 6,644
Electronic Time Clock Interface	\$ 663	\$ 0	\$ 663
System Software Non SQL	\$ 2,172	\$ 0	\$ 2,172
Accounts Receivable	\$ 2,255	\$ 0	\$ 2,255
Incode Customer Relationship Management Suite			
Utility CIS System-Water/Gas	\$ 9,745	\$ 0	\$ 9,745
Utility Meter Data Sync w/Scheduler	\$ 3,615	\$ 0	\$ 3,615
Work Order Asset Maintenance	\$ 3,264	\$ 0	\$ 3,264
Additional Utility Meter-Reader Interface	\$ 884	\$ 0	\$ 884

Central Cash Collection			\$ 5,098	\$ 0	Exhibit A \$ 5,098
Enhanced Utility Bill Printing			\$ 794	\$ 0	\$ 794
Forms Overlay			\$ 1,083	\$ 0	\$ 1,083
Secure Signatures -Unlimited Signatures			\$ 653	\$ 0	\$ 653
Tel Easy Mobile Service Order API			\$ 5,483	\$ 0	\$ 5,483
Incode Community Development Suite					
Cemetery Records			\$ 1,308	\$ 0	\$ 1,308
Incode Court Suite					
Criminal Court Case Management			\$ 3,925	\$ 0	\$ 3,925
TOTAL:			\$ 69,524	\$ 0	\$ 69,524
Term # of Years:			3		

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 69,524
Total Tyler Services		
Summary Total		\$ 69,524
Contract Total	\$ 69,524	

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials includes general ledger, budget prep, bank recon, accounts payable.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

CITY OF NAVASOTA CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10.

AGENDA DATE: January 10, 2022

PREPARED BY: Lance Hall, Finance Director

APPROVED BY: BS

ITEM: Consideration and possible action on Resolution No. 707-22, designating the persons authorized to sign checks and authorizing designated persons to access bank accounts for certain purposes. [Lance Hall, Finance Director]

ITEM BACKGROUND:

With the hiring of a new city manager, we need to update our signatory list with Citizens State Bank. We currently have the following as signors:

Mayor Bert Miller

Mayor Pro Tem Grant Holt

City Manager Brad Stafford

Finance Director Lance Hall

We need to remove Brad Stafford and replace him with new City Manager Jason Weeks

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 707-22, designating the persons authorized to sign checks and authorizing designated persons to access bank accounts for certain purposes.

ATTACHMENTS:

1. Resolution No. 707-22

RESOLUTION NO. 707-22

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
Finance Director Lance Hall

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
Finance Director Lance Hall

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 10TH DAY OF JANUARY 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 11.

AGENDA DATE: January 10,
2022

PREPARED BY: Lupe Diosdado, Development Services
Director

APPROVED BY: BS

ITEM: Discussion, consideration and possible action regarding the sale of certain tracts of City-owned real property located in Navasota, Grimes County, Texas; determination of the method of sale; and authorize City staff to complete the procedures necessary for the proposed sale of said real property subject to final approval by the City Council. [Lupe Diosdado, Development Services Director]

ITEM BACKGROUND:

Staff was contacted by Jonathan Vacante regarding city owned lots, Mr. Vacante is interested in purchasing the lots from the City. Attached is the request from Mr. Vacante as well as a report of the affected properties for your review. Per legal counsel if City Council decides to sell the property it can be done 1 of 3 ways, brokerage sale, public auction or sealed bid.

BUDGETARY AND FINANCIAL SUMMARY:

Grimes County Appraisal District's appraised value for the affected lots are included in the attached staff report:

STAFF RECOMMENDATION:

Staff recommends utilizing the sealed bid method with a minimum bid based on appraisals completed by an appraisal company if a motion is made to proceed with a sale.

ATTACHMENTS:

1. Request Letter
2. Staff Report

To City Council

This letter is to inform you that I Jonathan Vacante have interests in purchasing the listed properties below, I have included the listing numbers for each property. Thanks

R26434-----N. Jones Ave
R20949-----End of Davis
R31432-----Cullen & Spur 515
R24889-----Baker & Cullen
R20706-----Empty Lot on Nolan

A handwritten signature in black ink, appearing to read "Jonathan Vacante", with a long, sweeping horizontal line extending to the right.



City of Navasota
City Council
Sale of City Property: Staff Report
December 29, 2021



Send all mail to:
P.O. Box 910
Navasota, TX 77868

www.NavasotaTX.gov

Summary - R26434:

Located within the 100-year studied flood zone "AE" where base flood elevations have been established and development is feasible. Total land size 28,750 Sq. ft / 0.660009 acres.



PID	R26434
PropertyNu	6600-025-0010
LegalDescr	MCNAIR, BLOCK 25, LOT 1 THRU 5
FullName	NAVASOTA, CITY OF
PropertyAd	N JONES AVE, NAVASOTA, TX 77868
TotalLandM	\$ 8,750
TotalImpMk	0
DeedDate	8/4/1947, 7:00 PM
Zoning District	R-1A (Single Family)

Summary – R20949:

Located along unimproved Davis Street right-of-way. The cost to extend pavement and utilities would be borne by the property owner to develop the property.



PID	R20949
PropertyNu	2250-042-0080
LegalDescr	CAMP IM, BLOCK 42, LOT 7,8,9,10
FullName	NAVASOTA, CITY OF
TotalLandM	\$ 8,160
TotalImpMk	0
DeedDate	
Zoning District	M-1 (Light Industrial)

Summary – R31432:

Located within the 100-year studied FLOODWAY, where development and construction are not recommended. Total land size 8,750 Sq. ft / 0.200872 acres. Sale of the property is not recommended.



PID	R31432
PropertyNu	8700-006-0010
LegalDescr	WOODWARD, BLOCK 6, LOT 1
FullName	NAVASOTA, CITY OF
TotalLandM	\$ 6,650
TotalImpMk	0
DeedDate	8/15/2016, 7:00 PM
Zoning District	B-1 (General Business District)

Summary – R24889:

Located within the 100-year studied flood zone where base flood elevations have been established and development is feasible. A natural gas regulator station is located on the northeast corner of the property. If sold a public utility access easement will be required for maintenance of the regulator station.



PID	R24889
PropertyNu	4600-010-0040
LegalDescr	H & D, BLOCK 10, LOT 4,5
FullName	NAVASOTA, CITY OF
PropertyAd	416 BAKER, NAVASOTA, TX 77868
TotalLandM	\$ 4,250
TotalImpMk	0
DeedDate	
Zoning District	B-1 (General Business District)

Summary – R20706:

Located in the 100-year studied flood zone where base flood elevations have been established and development is feasible. Total land size 36,000 Sq. ft / 0.826446 acres.



PID	R20706
PropertyNu	2240-011-0010
LegalDescr	CAMP CANAAN, BLOCK 11, LOT 1,2
FullName	NAVASOTA, CITY OF
PropertyAd	402 LINCOLN ST, NAVASOTA, TX 77868
TotalLandM	\$ 18,240
TotalImpMk	0
DeedDate	12/31/1928, 6:00 PM
Zoning District	R-1A (Single Family)

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 12. **AGENDA DATE:** January 10,
2022

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: BS

ITEM: 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. [City Council]

Consent Items are:

A. Consideration and possible action on the minutes for the month of December 2021;

B. Consideration and possible action on the expenditures for the month of December 2021;

C. Consideration and possible action on the second reading of Ordinance No. 985-21, approving a zoning change application submitted by James C Hassell for the properties located in the A0062 J Whitesides Abstract. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development, for the development of a 63.55-acre single dwelling unit subdivision. The properties affected are legally described as A0062 J Whitesides, Tract 17-2, Acres 31.76, A0062 J Whitesides, Tract 17, Acres 31.79 , located in Navasota, Grimes County, Texas;

D. Consideration and possible action on the second reading of Ordinance No. 986-21, amending Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.013 Signs on Public Property, for the purpose of allowing and regulating signs on public property owned or controlled by a governmental entity; and

E. Consideration and possible action on the second reading of Ordinance No. 987-21, approving an application submitted by Serafin Estupinan to the City of Navasota requesting to abandon a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas.

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of the consent agenda items which includes the minutes and expenditures for the month of November 2021.

ATTACHMENTS:

1. Minutes - 12/06/2021 - Special
2. Minutes - 12/13/2021
3. Expenditures for December 2021
4. Ordinance No. 985-21
5. Ordinance No. 986-21
6. Ordinance No. 987-21

**MINUTES
SPECIAL MEETING
DECEMBER 6, 2021**

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 10:00 a.m., Navasota, Texas on the above date with the following being present:

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

(Pattie Pederson, Councilmember, Place # 2 was absent)

Thus constituting a quorum.

STAFF PRESENT: Susie M. Homeyer, City Secretary; Shawn Myatt, Police Chief/Assistant City Manager; Peggy Johnson, HR Director; Cary Bovey, Legal Counsel; Lance Hall, Finance Director and Jason Katkoski, Fire Chief/EMC.

VISITORS: Connie Clements and Jason Weeks.

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

1. Mayor Bert Miller called the meeting to order at 10:00 a.m.
2. Invocation was given by Mayor Pro-Tem Grant Holt. 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. The City Council held an Executive Session in accordance with Section 551.074, Texas Government Code - Personnel Matters - Discussion concerning the appointment, employment, evaluation, and duties of a new City Manager, and related issues. The time was 10:05 a.m.
5. The City Council reconvened in open session at 10:29 a.m.

6. Councilmember Josh Fultz moved to amend the employment agreement with the new City Manager, Jason Weeks and have the Mayor to negotiate the final contract version, seconded by Councilmember Bernie Gessner and with each Councilmember that was present voting AYE, the motion carried.

7. Mayor Bert Miller adjourned the meeting at 10:31 a.m.

BERT MILER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**MINUTES
REGULAR MEETING
DECEMBER 13, 2021**

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: Susie M. Homeyer, City Secretary; Cary Bovey, Legal Counsel; Jennifer Reyna, Administrative Assistant; Lance Hall, Finance Director; Lupe Diosdado, Development Services Director; Shawn Myatt, Police Chief/Assistant City Manager; Rayna Willenbrink, Economic Development Specialist; Erik Covarrubias, Code Enforcement Specialist; Jason Katkoski, Fire Chief/EMC; Mitchell Kroll, Assistant Fire Chief; Brian Colbert, Water/Wastewater Operator; Leslie Mona, Library Clerk, Jason Weeks, New City Manager and Brad Stafford, Current City Manager.

VISITORS: John Henry, Todd Wisner, Connie Clements, Stu Musik, Ronnie Gonzales, Dr. Brewer, Deborah Richardson, Dorothy Hassell, Jim Hassell, Benny Torres, Mark Rudolph, James Harris, and Senafin Estupinan.

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 Mayor Pro-Tem Grant Holt. 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) Finance Director Lance Hall introduced the new library clerk, Leslie Mona;
 - b) Interim Utility Director Jennifer Reyna and Mayor Bert Miller recognized Brian Colbert for five years of service;
 - (c) John Henry gave an update on the Capital Improvements Project;
 - (d) Fire Chief Jason Katkoski and Assistant Fire Chief Mitchell Kroll demonstrated some of the new fire equipment that was purchased with the voluntary fire department funds;

(e) Code Enforcement Specialist Erik Covarrubias gave an update on the results from "Home for the Holidays";

(f) Police Chief/Assistant City Manager Shawn Myatt gave an update on the launch party for the Texas Birthday Bash;

(g) Mark Rudolph, with Strand and Associates, gave an update on the utility department;

(h) Mayor Bert Miller proclaimed the month of December as "Tree of Angels";

(i) Mayor Pro-Tem Grant Holt gave an update on the latest Planning and Zoning meeting; and

(j) Councilmembers and staff informed the audience about upcoming events.

5. A public hearing was held regarding a zoning change application submitted by James C Hassell for the properties located in the A0062 J Whitesides Abstract. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development, for the development of a 63.55-acre single dwelling unit subdivision. The properties affected are legally described as A0062 J Whitesides, Tract 17-2, Acres 31.76, A0062 J Whitesides, Tract 17, Acres 31.79 , located in Navasota, Grimes County, Texas. Mayor Bert Miller opened the public hearing at 6:28 p.m. The following residents spoke during the public hearing: Todd Wisner, Jim Hassell, Deborah Richardson, Connie Clements, James Harris and Benny Torres. With no other comments from the public, Mayor Bert Miller closed the public hearing at 7:04 p.m.

6. Mayor Pro-Tem Grant Holt moved to approve the first reading of Ordinance No. 985-21, approving a zoning change application submitted by James C Hassell for the properties located in the A0062 J Whitesides Abstract. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development, for the development of a 63.55-acre single dwelling unit subdivision. The properties affected are legally described as A0062 J Whitesides, Tract 17-2, Acres 31.76, A0062 J Whitesides, Tract 17, Acres 31.79 , located in Navasota, Grimes County, Texas, based on the Planning and Zoning Commissions recommendation, seconded by Councilmember Bernie Gessner and with Councilmember voting AYE, the motion carried.

7. Councilmember Bernie Gessner moved to approve Resolution No. 705-21, accepting the water, gas, street and underground storm drainage improvements of Phase Three section in Pecan Lakes Estates Subdivision except entrance signage, sewer infrastructure, common areas, detention pond and open channel storm drainage improvements, in the City of Navasota, Texas, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

8. Councilmember Bernie Gessner moved to approve the first reading of Ordinance No. 986-21, amending Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.013 Signs on Public Property, for the purpose of allowing and regulating signs on public

property owned or controlled by a governmental entity, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

9. A public hearing was held regarding an application submitted by Serafin Estupinan to the City of Navasota requesting to abandon a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas. Mayor Bert Miller opened the public hearing at 7:19 p.m. With no comments from the public, Mayor Bert Miller closed the public hearing at 7:21 p.m.

10. Councilmember Josh Fultz moved to approve the first reading of Ordinance No. 987-21, approving an application submitted by Serafin Estupinan to the City of Navasota requesting to abandon a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas, seconded by Councilmember Bernie Gessner and with each Councilmember voting AYE, the motion carried.

11. A discussion was held on the lease agreement between the City of Navasota and the Kiwanis Club of Navasota for the use of the "Old Pro-Shop" property.

12. The City Council did not take any action on the purchase of a software upgrade from Tyler Technologies. This item will be put on a future agenda.

13. Councilmember Bernie Gessner moved to approve the consent agenda items which include the minutes and expenditures for the month of November 2021, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

14. Mayor Bert Miller adjourned the meeting at 7:34 p.m.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

MONTHLY BUDGET SUMMARY AS OF DECEMBER 2021

FUND	REV BUDGET	YTD REV	% BUD	EXP BUDGET	YTD EXP	% BUD	BALANCE
<i>General</i>	\$ 12,775,264.00	\$ 2,309,811.00	18%	\$ 12,775,262.00	\$ 2,376,968.34	19%	(\$67,157.34)
<i>Water</i>	\$ 2,123,000.00	\$ 600,171.41	28%	\$ 2,123,000.00	\$ 546,855.96	26%	\$53,315.45
<i>Utility Cap IMP</i>	\$ 410,000.00	\$ 106,758.35	26%	\$ 410,000.00	\$ 180,635.68	44%	(\$73,877.33)
<i>Gas</i>	\$ 2,772,000.00	\$ 761,754.17	27%	\$ 2,772,000.00	\$ 1,573,435.93	57%	(\$811,681.76)
<i>Sewer</i>	\$ 2,147,500.00	\$ 434,642.99	20%	\$ 2,147,500.00	\$ 472,777.37	22%	(\$38,134.38)
<i>cemetery perm</i>	\$ 3,000.00	\$ 22,713.84	0%	\$ 3,000.00	\$ -	0%	\$22,713.84
<i>cemetery oper</i>	\$ 65,000.00	\$ 22,869.93	35%	\$ 65,000.00	\$ 36.27	0%	\$22,833.66
<i>Grant Fund</i>	\$ 3,558,500.00	\$ 75.00	0%	\$ 3,558,500.00	\$ 61,037.50	2%	(\$60,962.50)
<i>Hotel Occupancy</i>	\$ 141,000.00	\$ 45,241.63	32%	\$ 141,000.00	\$ -	0%	\$45,241.63
<i>Bond Fund</i>	\$ 1,250,143.00	\$ 591,396.06	47%	\$ 1,250,143.00	\$ 1,479,413.79	118%	(\$888,017.73)
<u>GRAND TOTAL</u>	<u>\$ 21,276,907.00</u>	<u>\$ 4,788,601.03</u>	<u>23%</u>	<u>\$ 21,276,905.00</u>	<u>\$ 6,449,487.66</u>	<u>30%</u>	<u>(\$840,824.37)</u>
<i>Capital Projects</i>	\$ 10,000,000.00	\$ 5,023.14	0%	\$ 10,000,000.00	\$ 59,951.70	1%	(\$54,928.56)
<i>EDC</i>	\$ 691,500.00	\$ 49,188.98	7%	\$ 691,500.00	\$ 144,955.00	21%	(\$95,766.02)
<i>Foundation</i>	\$ 5,500.00	\$ 5,027.57	91%	\$ 5,500.00	\$ -	0%	\$5,027.57

CITY OF NAVASOTA
MONTHLY SALES TAX COMPARISON
2015-2021

CITY SALES TAX COLLECTED
2002

2003

% CHANGE

2003	October	\$60,231.50	2004	\$82,508.01	36.98%
	November	\$97,195.18		\$83,976.74	-13.60%
	December	\$59,257.49		\$72,545.84	22.42%
	January	\$58,119.26		\$60,641.33	4.34%
	February	\$99,868.40		\$140,830.97	41.02%
	March	\$56,920.19		\$59,110.36	3.85%
	April	\$52,715.38		\$59,601.16	13.06%
	May	\$97,134.29		\$93,187.99	-4.06%
	June	\$67,470.38		\$72,126.33	6.90%
	July	\$87,004.41		\$73,770.06	-15.21%
36181.86 One Payment	August	\$89,898.56	Total	\$100,175.34	11.43%
	September	\$69,332.88		\$70,583.01	1.80%
	Total	\$895,147.92		\$969,057.14	8.26%

2004

2005

2005

2005	October	\$62,219.34	2006	\$74,388.30	19.56%
	November	\$107,090.07		\$118,096.69	10.28%
	December	\$62,346.50		\$70,455.29	13.01%
	January	\$61,823.41		\$73,136.08	18.30%
	February	\$110,849.83		\$125,360.31	13.09%
	March	\$63,315.64		\$82,316.78	30.01%
	April	\$66,239.58		\$71,268.19	7.59%
	May	\$77,950.86		\$122,426.67	57.06%
	June	\$69,309.09		\$88,372.86	27.51%
	July	\$78,455.80		\$91,623.29	16.78%
	August	\$142,517.72	one payment from audit	\$134,247.76	-5.80%
	September	\$75,008.38		\$120,642.76	60.84%
	Total	\$977,126.22		\$1,172,334.98	19.98%

2006-2007

2007-2008

68846.03
One Payment
2007

October	\$92,207.92	October	\$105,594.65	14.52%
November	\$128,463.35	November	\$138,221.46	7.60%
December	\$148,107.22	December	\$95,352.67	-35.62%
January	\$98,001.54	January	\$103,674.95	5.79%
February	\$129,940.36	February	\$153,108.96	17.83%
March	\$67,673.23	March	\$90,958.40	34.41%
April	\$85,046.47	April	\$88,298.98	3.82%
May	\$127,322.62	May	\$122,617.04	-3.70%
June	\$80,430.75	June	\$108,382.73	34.75%
July	\$95,997.18	July	\$94,376.76	-1.69%
August	\$129,739.03	August	\$132,500.76	2.13%
September	\$104,131.58	September	\$112,421.04	7.96%
Total	\$1,287,061.25	Total	\$1,345,508.40	4.54%
		budget	1,300,000	

budget 1,300,000

2008-2009

2009-2010

2009

October	\$101,055.81	October	\$81,819.63	-19.04%
November	\$145,460.03	November	\$128,437.38	-11.70%
December	\$127,177.65	December	\$103,713.32	-18.45%
January	\$116,221.98	January	\$81,299.87	-30.05%
February	\$143,942.75	February	\$136,370.69	-5.26%
March	\$81,334.57	March	\$88,208.48	8.45%
April	\$85,150.06	April	\$313,498.55	268.17%
May	\$138,856.23	May	\$157,571.50	13.48%
June	\$91,690.63	June	\$104,952.13	14.46%
July	\$94,574.59	July	\$105,197.55	11.23%
August	\$123,167.44	August	\$145,374.50	18.03%
September	\$88,483.18	September	\$102,198.27	15.50%
Total	\$1,337,114.92	Total	\$1,548,641.87	
budget	1,300,000	budget	1,300,000	

budget 1,300,000

budget 1,300,000

2010-2011

2011-2012

18.76%	October	\$97,167.16	October	\$105,514.91	8.59%
13.28%	November	\$145,493.01	November	\$146,477.37	0.68%
-6.11%	December	\$97,371.99	December	\$100,235.24	2.94%
12.70%	January	\$91,626.93	January	\$101,415.55	10.68%

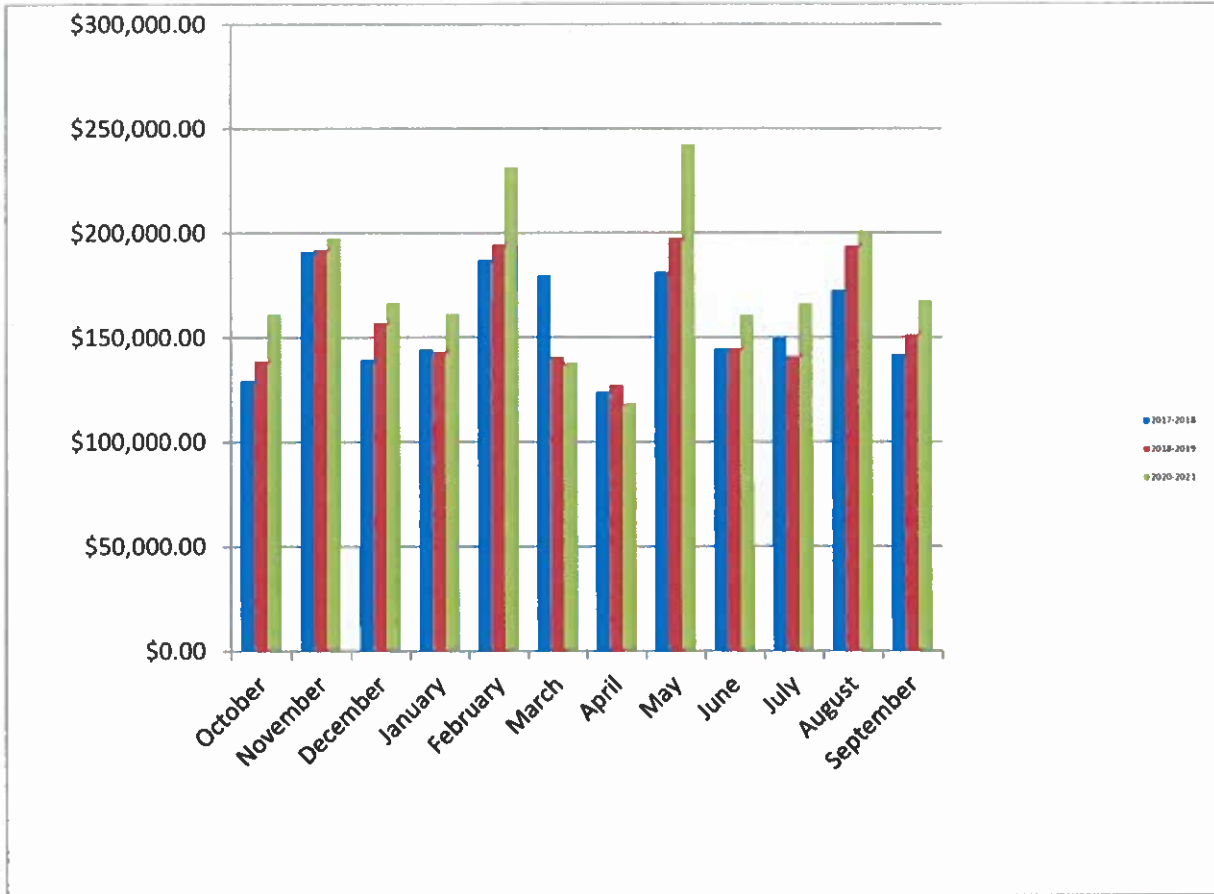
CITY OF NAVASOTA
MONTHLY SALES TAX COMPARISON
2015-2021

3.86%	February	\$141,628.41	February	\$152,313.48	7.54%
15.23%	March	\$101,638.25	March	\$95,131.04	-6.40%
-69.16%	April	\$96,694.83	April	\$106,108.07	9.73%
-10.24%	May	\$141,433.87	May	\$241,177.31	70.52%
2.39%	June	\$107,461.48	June	\$133,094.13	23.85%
-8.60%	July	\$96,147.48	July	\$111,212.87	15.67%
-4.64%	August	\$138,636.18	August	\$162,712.81	17.37%
10.54%	September	\$112,973.62	September	\$164,459.01	45.57%
	Total	\$1,368,273.21	Total	\$1,619,851.79	
	budget	1,300,000	budget	1,300,000	
2012-2013			2013-2014		
23.92%	October	\$130,751.29	October	\$127,920.59	-2.16%
22.88%	November	\$179,985.94	November	\$167,496.65	-6.94%
39.77%	December	\$140,097.88	December	\$129,835.47	-7.33%
27.66%	January	\$129,465.53	January	\$117,689.31	-9.10%
16.61%	February	\$177,618.45	February	\$171,138.60	-3.65%
33.66%	March	\$127,152.24	March	\$126,258.28	-0.70%
31.37%	April	\$139,389.00	April	\$104,970.63	-24.69%
-32.02%	May	\$163,961.37	May	\$178,453.62	8.84%
1.96%	June	\$135,701.15	June	\$152,395.93	12.30%
26.60%	July	\$140,797.57	July	\$159,074.01	12.98%
-0.11%	August	\$162,531.65	August	\$160,598.36	-1.19%
-11.46%	September	\$145,605.80	September	\$155,320.68	6.67%
	Total	\$1,773,057.87	Total	\$1,751,152.13	
	budget	1,350,000	budget	1,500,000	
2014-2015			2015-2016		
3.15%	October	\$131,953.61	October	\$156,106.14	18.30%
12.63%	November	\$188,656.68	November	\$203,455.39	7.84%
10.89%	December	\$143,977.92	December	\$153,783.75	6.81%
2.24%	January	\$120,321.92	January	\$130,009.23	8.05%
7.26%	February	\$183,568.36	February	\$196,285.32	6.93%
8.21%	March	\$136,620.95	March	\$154,934.85	13.40%
18.83%	April	\$124,731.89	April	\$170,423.77	36.63%
3.11%	May	\$184,007.42	May	\$237,620.06	29.14%
-4.74%	June	\$145,179.41	June	\$158,927.20	9.47%
-16.07%	July	\$133,505.66	July	\$149,324.96	11.85%
15.62%	August	\$185,682.43	August	\$218,551.90	17.70%
-2.01%	September	\$152,192.98	September	\$164,250.46	7.92%
	Total	\$1,830,399.23	Total	\$2,093,673.03	
	budget	1,600,000	budget	1,600,000	
2016-2017			2017-2018		
11.09%	October	\$173,421.01	October	\$129,374.18	-25.40%
-4.26%	November	\$194,791.82	November	\$191,101.63	-1.89%
33.19%	December	\$204,822.55	December	\$139,341.25	-31.97%
35.56%	January	\$176,245.32	January	\$144,286.24	-18.13%
4.84%	February	\$205,787.56	February	\$187,205.31	-9.03%
4.90%	March	\$162,528.61	March	\$179,621.37	10.52%
-19.05%	April	\$137,955.37	April	\$123,904.17	-10.19%
-16.99%	May	\$197,240.92	May	\$181,202.21	-8.13%
-0.49%	June	\$158,154.36	June	\$144,274.81	-8.78%
11.08%	July	\$165,869.57	July	\$149,328.40	-9.97%
-19.39%	August	\$176,183.78	August	\$172,531.85	-2.07%
-1.53%	September	\$161,733.55	September	\$141,758.88	-12.35%
	Total	\$2,114,734.42	Total	\$1,883,930.30	
	budget	1,900,000	budget	2,000,000	

CITY OF NAVASOTA
MONTHLY SALES TAX COMPARISON
2015-2021

2018-2019			2019-2020		
7.23%	October	\$138,722.41	October	\$142,932.21	3.03%
0.50%	November	\$192,052.55	November	\$179,825.74	-6.37%
12.57%	December	\$156,856.11	December	\$147,204.90	-6.15%
-0.81%	January	\$143,121.61	January	\$140,456.62	-1.86%
3.80%	February	\$194,322.95	February	\$183,606.42	-5.51%
-21.81%	March	\$140,452.34	March	\$133,943.33	-4.63%
2.76%	April	\$127,322.36	April	\$153,344.34	20.44%
8.92%	May	\$197,359.24	May	\$198,864.78	0.76%
0.21%	June	\$144,577.89	June	\$150,151.95	3.86%
-5.58%	July	\$140,994.11	July	\$160,877.64	14.10%
12.28%	August	\$193,717.25	August	\$207,971.04	7.36%
6.67%	September	\$151,217.75	September	\$155,141.73	2.59%
	Total	\$1,920,716.57	Total	\$1,954,320.70	
	budget	1,900,000	budget	2,000,000	
2020-2021			2021-2022		
12.90%	October	\$161,367.18	October	\$172,724.07	7.04%
9.90%	November	\$197,633.83	November	\$229,261.96	16.00%
13.17%	December	\$166,585.45	December	\$156,748.82	-5.90%
14.82%	January	\$161,278.06	January		-100.00%
26.01%	February	\$231,369.13	February		-100.00%
2.89%	March	\$137,816.28	March		-100.00%
-22.80%	April	\$118,387.57	April		-100.00%
21.88%	May	\$242,383.94	May		-100.00%
6.97%	June	\$160,615.28	June		-100.00%
3.22%	July	\$166,065.78	July		-100.00%
-3.34%	August	\$201,014.87	August		-100.00%
7.98%	September	\$167,523.57	September		-100.00%
	Total	\$2,112,040.94	Total	\$558,734.85	
	budget	1,900,000	budget	2,000,000	

CITY OF NAVASOTA
MONTHLY SALES TAX COMPARISON
2015-2021





ATMOS PIPELINE - TEXAS INVOICE

BILL TO:**CITY OF NAVASOTA**NAVASOTA CITY HALL
ATTN: MR LANCE HALL, FINANCE DIRECTOR
P O BOX 910
NAVASOTA, TX 77868**CHECK REMITTANCE TO:**

ATMOS PIPELINE-TEXAS

P. O. BOX 841425
DALLAS, TX 75284-1425**ELECTRONIC REMITTANCE TO:**

ATMOS PIPELINE-TEXAS

Bank of America

ABA# for ACH: 111000012

ABA# for Wire: 026009593

Account #: 3756617812

Ref: APT-0020493

Page:

Page 1 of 1

Invoice No:

APT-0020493

Invoice Date:

16-Dec-21

Customer No:

70670

Contract No:

06624-00

Payment Terms:

Net 10

Due Date:

26-Dec-21

Total Amount Due:

\$39,679.43

For Billing questions, please call: Rick Herbelin @ (254) 662-7470

#	PROD DATE	RECEIPT POINT	RECEIPT POINT NAME	DELIVERY POINT	DELIVERY POINT NAME	DESCRIPTION	MCF / COUNT	MMBTU / COUNT	RATE	NET AMOUNT
1	Nov-21					Monthly Customer Charge		2,823	13.47409	\$38,037.36
2	Nov-21					Texas Utility Tax				\$190.19
3	Nov-21					MAOP Review Surcharge	2,823	2,823	0.03958	\$111.73
4	Nov-21					Texas Utility Tax				\$0.56
SUBTOTAL										\$38,339.84
5	Nov-21	00451200	SYMMETRY ENERGY SOLUTIONS, LLC POOL	8000003044	NAVASOTA CITY GATE LINE 1	Usage Charge	47,647	47,861	0.02785	\$1,332.93
6	Nov-21	00451200	SYMMETRY ENERGY SOLUTIONS, LLC POOL	8000003044	NAVASOTA CITY GATE LINE 1	Texas Utility Tax				\$6.66
SUBTOTAL FOR STATION							8000003044	47,647	47,861	\$1,339.59
SUBTOTAL FOR PROD DATE										Nov-21
										\$39,679.43
Total Due										\$39,679.43



SELLER:
Symmetry Energy Solutions, LLC
9811 Katy Freeway
Suite 1400
Houston, TX 77024

Customer Service:
Contact: Sales Support
Email: Sales.Support@SymmetryEnergy.com
Phone: (800) 495-9880

Accountant:
Contact: Hillary Mack III
Email: hillary.mack@symmetryenergy.com
Phone: (281) 915-6091
Fax: (713) 983-2643

BUYER:
City of Navasota, Texas
PO Box 910
Navasota, TX 77868

Invoice Attention List:
Contact: Finance Director
Email: lhall@navasotabx.gov

Contact: Jeff Greer
Email: jgreer@navasotabx.gov

Remit To:
Symmetry Energy Solutions, LLC

Payment by Wire Transfer to:
JP Morgan Chase Bank
Houston, Texas
ABA #: 021000021
Acct #: 100080578

Payment by ACH to:
JP Morgan Chase Bank
Houston, Texas
ABA #: 111000614
Acct #: 100080578

Mail all other remittances to:
Chase Lockbox
P.O. Box 301149
Dallas, TX 75303-1149



Sales Invoice
Invoice #: 1248285
Invoice Date: 12/21/21
Due Date: 12/31/21
Amount Due: \$151,859.26
Account #:
Svc. Addr:
Cust. Ref.:
PO #:
Buyer: NAVASOTA TX

Deal Num	Description	Buy / Sell	Pipeline	Location	Delivery Period	Start/End Dates	Price (\$/MMBtu)	Volume (MMBtu)	Amount (\$)
CURRENT DELIVERY PERIOD - NOV-21									
Gas Sales									
10630722	Natural Gas Sales	Sell	APT	Navasota	Nov-21	1 30	6.2020	23,904	\$148,252.61
10630722	Overtake	Sell	APT	Navasota	Nov-21	1 30	5.0501	1,741	\$8,792.27
10630722	Undertake	Sell	APT	Navasota	Nov-21	1 30	4.7652	(3,517)	\$(16,759.18)
Total for Gas Sales:								22,128	\$140,285.70
Tax									
	Tax-Sales		APT	Navasota	Nov-21				\$11,573.56
Total for Tax:									\$11,573.56
Total for Current Delivery Period:									\$151,859.26
TOTAL AMOUNT DUE:									\$151,859.26

Our Corporate Headquarters has moved.
Please note, our remit to address and banking information listed on this invoice is NOT changing.
Our Corporate Headquarters' physical location is now 9811 Katy Freeway, Suite 1400, Houston, TX 77024
For more details, please visit our customer portal at <https://symmetryenergy.com/portal>

Municipal Gas Acquisition and Supply Corporation

Three Riverway | Suite 1900 | Houston, TX 77056 | 713-888-0133



December 14, 2021

City of Navasota, TX

Ms. Rita Pullin, Utility Billing Manager

200 East McAlpine

Navasota, TX 77868

ACTUAL

Invoice ACT0012943

Reference : Joint Gas Purchase
Contract

RE: Gas Deliveries for November 2021

<u>Current Month</u>	<u>Vol / MMBTU</u>	<u>\$ / MMBTU</u>	<u>Gross Amount</u>	<u>Discount</u>	<u>Net Amount Due</u>
Requirement Sales	25,987	\$6.351	\$165,049.17	\$7,796.10	\$157,253.07

Informational Note: Your total discounts to-date are: \$2,122,110.82

Wiring Instructions

Bank: THE BANK OF NEW YORK MELLON
ABA Number: 021 000 018
Account Name: MuniGas Rev Account
Account Number: 2243858400

Due Date: 12/20/2021
Amount: \$157,253.07
Reference: MuniGas - City of Navasota, TX
Attn: Arla Scott (713) 483-6529

For Payments by ACH

THE BANK OF NEW YORK MELLON
ACH Account
ABA# 021 000 018
890 0487 445

Reference: MuniGas - City of Navasota, TX
Attn: Arla Scott (713) 483-6529

**Municipal Gas Acquisition and Supply Corporation
Gas Allocation for November 2021
City of Navasota**

Actual 12/14/2021

	<u>MMBtu</u>	<u>\$/MMBtu</u>	<u>Value</u>
<u>November 2021 Allocations</u>			
November Nominations - SESL	26,214	\$6.34178	\$166,243.38
October Adjustment (See below)	<u>-227</u>	\$5.26084	(\$1,194.21)
November Nominations Adjusted	25,987	\$6.35122	<u>\$165,049.17</u>
November Volume Allocation	<u>25,987</u>	<u>\$6.35122</u>	<u>\$165,049.17</u>
% of Nominations	<u>99.1%</u>		

	<u>MMBtu</u>	<u>\$/MMBtu</u>	<u>Value</u>
<u>October 2021 Adjustments</u>			
October Estimate Per Invoice 202111018	38,604	\$5.84100	\$225,485.96
October Actual Volume/Value per SESL *	<u>38,377</u>	\$5.84100	<u>\$224,291.75</u>
Excess Allocation for October	227		<u>\$1,194.21</u>

* Total actual volumes delivered by supplier = 38,377 MMBtus for a value of \$224,291.75
Actuals per Symmetry Energy Solutions, LLC statement.

Note: An adjustment of \$1,194.21 is being applied against Navasota's nomination due to cumulative imbalance/overpayments not being worked off with prior deliveries in November 2021. The value of October 2021 deliveries was less than the value of original nominations by \$1,194.21 (Nominations = \$225,485.96 vs. Actuals = \$224,291.75.)

Note: MuniGas and Symmetry Energy Solutions, LLC. will review cumulative imbalance with November 2021 allocations.

CITY OF NAVASOTA INVESTMENT PORTFOLIO

12/31/2021

FUND	PREVIOUS TOTAL	PRINCIPAL	INTEREST	CHG MV	TOTAL
UNRESTRICTED FUNDS					
GENERAL FUND	\$3,398,960.28		\$853.16	127,425.26	\$3,527,238.70
100-0-200.06					
WATER O&M	\$891,682.43		\$148.25	22,142.88	\$913,973.57
200-0-200.06					
GAS O&M	\$605,037.64		\$152.87	22,831.55	\$628,022.05
300-0-200.06					
SEWER O&M	\$528,824.57		\$46.53	6,949.45	\$535,820.54
400-0-200.06					
0	\$0.00				\$0.00
0					
0	\$0.00				\$0.00
0					
0	\$0.00				\$0.00
0					
TOTAL UNRESTRICTED				\$3,300,239.88	
RESTRICTED FUNDS					
BECKER/BEST MUSEUM	\$15,682.06		\$6.08	908.02	\$16,596.16
100-0-200.07					
VOLUNTARY FIRE FUND	\$54,122.95		\$14.01	2,092.26	\$56,229.21
100-0-200.09					
LIBRARY MADELEY	\$4,979.38		\$6.01	898.23	\$5,883.62
100-0-200.10					
VOLUNTARY PARK FUND	\$71,804.85		\$19.56	2,921.68	\$74,746.09
100-0-200.12					
ANIMAL SHELTER DONA	\$17,294.61		\$4.49	669.93	\$17,969.03
100-0-200.18					
WATER-DEPOSIT	\$37,231.21		\$14.42	2,154.35	\$39,399.98
200-0-200.00					
GAS-DEPOSITS	\$53,631.05		\$20.78	3,103.28	\$56,755.11
300-0-200.00					
FHA	\$0.00		\$0.00	0.00	\$0.00
300-0-200.04					
SEWER IMP	\$260,402.08		\$100.89	15,067.94	\$275,570.91
400-0-200.02					
STREET&DRAINAGE FEB	\$423,002.96		\$0.15	22.10	\$423,025.21
100-0-200.11					
CEMETERY PERPETUAL	\$363,124.73		\$145.03	21,660.59	\$384,930.35
520-0-201.00					
CEMETERY ST FUND	\$125,336.49		\$54.56		\$125,391.05
525-0-20105					
CEM JESSIE MAE BOND	\$19,529.69		\$62.62	8.47	\$19,600.78
525-0-201.06					
GRACE PARK	\$25,624.17		\$10.02	1,495.85	\$27,130.04
100-0-200.19					
UTILITY CIP	\$417,575.03		\$52.49	7,839.03	\$425,466.54
210-0-200.06					
0	\$991,754.58				\$991,754.58
0					
0	\$0.00		\$0.00		\$0.00
0					
TOTAL RESTRICTED				\$1,730,212.99	
TOTAL	\$8,305,600.76	\$0.00	\$1,711.90	\$238,190.87	\$7,553,748.94
MM-INTEREST	\$994.79	POOLS INTEREST		\$30.84	
INTEREST	\$625.21				
PRINCIPAL	\$2,435.03				

CITY OF NAVASOTA INVESTMENT PORTFOLIO

CURRENT MONTH MARKET VALUE

BOOK VALUE

TOTAL MONEY MARKET \$5,860,014.17
TOTAL POOLS \$689,458.97

TOTAL CDS \$1,960,000.00
TOTAL MBS-FIXED \$18,947.42

\$1,978,947.42

\$1,960,000.00
\$18,446.14
\$1,978,446.14

TOTAL INVESTMENT PORTFOLIO MARKET VALL \$8,528,420.56
TOTAL INVESTMENT PORTFOLIO INCODE \$0.00

TOTAL INVESTMENT PORTFOLIO BOOK VALUE \$8,527,919.28

YTD INTEREST \$1,620.00
CHANGE IN MARKET VALUE \$246,564.92

WEIGHTED AVERAGE MATURITY 2749548

WEIGHTED AVERAGE YIELD 0.00%
0

LAST MONTH MARKET VALUE

CHANGE IN MARKET VALUE

TOTAL MONEY MARKET \$5,855,959.14
TOTAL POOLS \$689,428.13

4,055.03
30.84

TOTAL CDS \$1,715,000.00
TOTAL MBS-FIXED \$21,468.37

245,000.00
(2,520.95)

MONEY MARKET

CITY MONEY MARKET ACCOUNT

BBVA PUBLIC FUNDS INTEREST CHECKING
2535818811

BEGINNING BAL \$5,855,959.14
TRADES/DEDUCTIONS
INTEREST \$1,620.00
PRINCIPAL/ADDITIONS \$2,435.03
ENDING BAL \$5,860,014.17

WAM 1,701,094
WAY

INVESTMENT POOLS

TEXPOOL ACCOUNT

CITY OF NAVASOTA AP FUND II
449/7907600001

BEGINNING BAL \$132,060.42
TRADES
INTEREST \$4.22
PRINCIPAL
ENDING BAL \$132,064.64

WAM 130,795

TEXSTAR ACCOUNT

CITY OF NAVASOTA AP FUND
930102200

BEGINNING BAL \$131,817.41
TRADES
INTEREST \$1.58
PRINCIPAL
ENDING BAL \$131,818.99

WAM 130,617

TEXAS CLASS ACCOUNT

BEGINNING BAL \$425,550.30
TRADES
INTEREST \$25.04
PRINCIPAL
ENDING BAL \$425,575.34

60

CITY OF NAVASOTA INVESTMENT PORTFOLIO

CDS

AY	CUSIP 90352RAN5	PURCHASE DATE	09/12/19	PURCHASE PRICE	245,000.00
	US ALLIANCE CR	MATURITY	09/30/22	BOOK VALUE	245,000.00
	0.0195	DAYS TO MATURITY	196	MARKET VALUE	245,000.00
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	392.67
AY	CUSIP61760AYP8	PURCHASE DATE	04/11/19	PURCHASE PRICE	245,000.00
	MORGAN STANLEY PVT	MATURITY	04/11/22	BOOK VALUE	245,000.00
	0.026	DAYS TO MATURITY	72	MARKET VALUE	245,000.00
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY	CUSIP 46147UUH1	PURCHASE DATE	01/26/21	PURCHASE PRICE	245,000.00
	NVESTORS COMMUNIT	MATURITY	02/12/24	BOOK VALUE	245,000.00
	0.0025	DAYS TO MATURITY	552	MARKET VALUE	245,000.00
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY	CUSIP 48128UJC6	PURCHASE DATE	02/09/21	PURCHASE PRICE	245,000.00
	JP MORGAN CHASE	MATURITY	02/17/26	BOOK VALUE	245,000.00
	0.005	DAYS TO MATURITY	1078	MARKET VALUE	245,000.00
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY	066519QT9	PURCHASE DATE	04/01/21	PURCHASE PRICE	245,000.00
	BANKUNITED NA	MATURITY	03/31/26	BOOK VALUE	245,000.00
	0.0095	DAYS TO MATURITY	1108	MARKET VALUE	245,000.00
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	197.68
AY	05600XCP3	PURCHASE DATE	03/31/21	PURCHASE PRICE	245,000.00
	BMO HARRIS BANK	MATURITY	04/13/26	BOOK VALUE	245,000.00
	0.01	DAYS TO MATURITY	1117	MARKET VALUE	245,000.00
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY	CUSIP 38149MA94	PURCHASE DATE	09/21/21	PURCHASE PRICE	245,000.00
	GOLDMAN SACHS	MATURITY	09/29/26	BOOK VALUE	245,000.00
	1.05	DAYS TO MATURITY	1238	MARKET VALUE	245,000.00
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY	CUSIP 05580AE26	PURCHASE DATE	09/21/21	PURCHASE PRICE	245,000.00
	BMW BANK	MATURITY	09/24/24	BOOK VALUE	245,000.00
	0.65	DAYS TO MATURITY	713	MARKET VALUE	245,000.00
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY	0	MATURITY	01/00/00	BOOK VALUE	
	0	DAYS TO MATURITY	0	MARKET VALUE	
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY	0	PURCHASE DATE	01/00/00	PURCHASE PRICE	0.00
	0	MATURITY	01/00/00	BOOK VALUE	
	0	DAYS TO MATURITY	0	MARKET VALUE	
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	

CITY OF NAVASOTA INVESTMENT PORTFOLIO

MBS-FIXED RATE

AY	CUSIP3148ANE4	PURCHASE DATE	12/06/17	URCHASE PRICE	310,569.80
	FNMA128B	MATURITY	12/01/22	BOOK VALUE	18,446.14
	0.0281	DAYS TO MATURITY	240	MARKET VALUE	18,947.42
		WAM		DIFFERENCE	501.28
		PRINCIPAL	2435.03	INTEREST	34.86
AY	0	PURCHASE DATE	01/00/00	URCHASE PRICE	0.00
	0	MATURITY	01/00/00	BOOK VALUE	
	0	DAYS TO MATURITY	0	MARKET VALUE	
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY		PURCHASE DATE	01/00/00	URCHASE PRICE	0.00
		MATURITY	01/00/00	BOOK VALUE	
		DAYS TO MATURITY	0	MARKET VALUE	
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY		PURCHASE DATE	01/00/00	URCHASE PRICE	0.00
		MATURITY	01/00/00	BOOK VALUE	
		DAYS TO MATURITY	0	MARKET VALUE	
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY		PURCHASE DATE	01/00/00	URCHASE PRICE	0.00
		MATURITY	01/00/00	BOOK VALUE	
		DAYS TO MATURITY	0	MARKET VALUE	
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY		PURCHASE DATE	01/00/00	URCHASE PRICE	0.00
		MATURITY	01/00/00	BOOK VALUE	
		DAYS TO MATURITY	0	MARKET VALUE	
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY		PURCHASE DATE	01/00/00	URCHASE PRICE	0.00
		MATURITY	01/00/00	BOOK VALUE	
		DAYS TO MATURITY	0	MARKET VALUE	
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY		PURCHASE DATE	01/00/00	URCHASE PRICE	0.00
		MATURITY	01/00/00	BOOK VALUE	
		DAYS TO MATURITY	0	MARKET VALUE	
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY		PURCHASE DATE	01/00/00	URCHASE PRICE	0.00
		MATURITY	01/00/00	BOOK VALUE	
		DAYS TO MATURITY	0	MARKET VALUE	
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	
AY		PURCHASE DATE	01/00/00	URCHASE PRICE	0.00
		MATURITY	01/00/00	BOOK VALUE	
		DAYS TO MATURITY	0	MARKET VALUE	
		WAM		DIFFERENCE	0.00
		PRINCIPAL		INTEREST	

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CHECK RECONCILIATION REGISTER

PAGE: 1

COMPANY: 999 - POOLED CASH

ACCOUNT: 0-100.01

CASH IN BANK-CSB

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2021 THRU 12/31/2021

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
0-100.01	12/02/2021	CHECK	017557	ANDREA DEANNETTE DAVIS	40.79CR	OUTSTND	A	0/00/0000
0-100.01	12/02/2021	CHECK	017558	BIO-AQUATIC TESTING INC.	1,445.00CR	POSTED	A	12/09/2021
0-100.01	12/02/2021	CHECK	017559	BLUEBONNET GROUND WATER	1,563.98CR	POSTED	A	12/09/2021
0-100.01	12/02/2021	CHECK	017560	BOVEY & COCHRAN, PLLC	9,417.40CR	POSTED	A	12/16/2021
0-100.01	12/02/2021	CHECK	017561	BRAZOS VALLEY COUNCIL OF GOVER	4,186.29CR	POSTED	A	12/09/2021
0-100.01	12/02/2021	CHECK	017562	BRENDA CHATMAN	150.00CR	POSTED	A	12/30/2021
0-100.01	12/02/2021	CHECK	017563	BRINSON BENEFITS INC	2,460.00CR	POSTED	A	12/16/2021
0-100.01	12/02/2021	CHECK	017564	CAPITAL ONE	14.44CR	POSTED	A	12/09/2021
0-100.01	12/02/2021	CHECK	017565	CENTURYLINK	5,262.47CR	POSTED	A	12/14/2021
0-100.01	12/02/2021	CHECK	017566	ROYNETTE LACHELLE SIMS	200.00CR	POSTED	A	12/07/2021
0-100.01	12/02/2021	CHECK	017567	CLEARGOV INC	5,116.67CR	POSTED	A	12/15/2021
0-100.01	12/02/2021	CHECK	017568	DELL MARKETING L.P.	13,596.02CR	POSTED	A	12/13/2021
0-100.01	12/02/2021	CHECK	017569	BURKE ASSET PARTNERSHIP, LTD.	2,675.20CR	POSTED	A	12/09/2021
0-100.01	12/02/2021	CHECK	017570	DXI INDUSTRIES, INC.	690.50CR	POSTED	A	12/08/2021
0-100.01	12/02/2021	CHECK	017571	EDWIN SANDOVAL	129.00CR	POSTED	A	12/14/2021
0-100.01	12/02/2021	CHECK	017572	ENTERGY TEXAS, INC	8,669.54CR	POSTED	A	12/09/2021
0-100.01	12/02/2021	CHECK	017573	VOID CHECK	0.00	POSTED	A	12/01/2021
0-100.01	12/02/2021	CHECK	017574	EQUIPMENT CONTROLS COMPANY, IN	974.22CR	POSTED	A	12/13/2021
0-100.01	12/02/2021	CHECK	017575	J & K NEWTON, LLC	411.00CR	POSTED	A	12/15/2021
0-100.01	12/02/2021	CHECK	017576	GASES101 LLC	4,260.00CR	POSTED	A	12/15/2021
0-100.01	12/02/2021	CHECK	017577	GREEN TEAMS, INC.	46,819.62CR	POSTED	A	12/07/2021
0-100.01	12/02/2021	CHECK	017578	GRIMES COUNTY	16,441.65CR	POSTED	A	12/16/2021
0-100.01	12/02/2021	CHECK	017579	GUADALUPE CADENGO	129.00CR	POSTED	A	12/15/2021
0-100.01	12/02/2021	CHECK	017580	H&E EQUIPMENT SERVICES, INC.	907.02CR	POSTED	A	12/09/2021
0-100.01	12/02/2021	CHECK	017581	HAHN EQUIPMENT CO.,INC.	25,736.00CR	POSTED	A	12/09/2021
0-100.01	12/02/2021	CHECK	017582	HYDRO CLEAR SERVICES, LLC	1,333.75CR	POSTED	A	12/09/2021
0-100.01	12/02/2021	CHECK	017583	INGRAM LIBRARY SERVICES	52.44CR	POSTED	A	12/14/2021
0-100.01	12/02/2021	CHECK	017584	JASMINE QUEVEDO	100.00CR	OUTSTND	A	0/00/0000
0-100.01	12/02/2021	CHECK	017585	JOSE CORONILLA	129.00CR	POSTED	A	12/15/2021
0-100.01	12/02/2021	CHECK	017586	KIMLEY-HORN AND ASSOCIATES, IN	1,000.00CR	POSTED	A	12/08/2021
0-100.01	12/02/2021	CHECK	017587	MARSHA SMILIE	645.00CR	POSTED	A	12/09/2021
0-100.01	12/02/2021	CHECK	017588	MCKESSON MEDICAL-MMSGs	654.73CR	POSTED	A	12/06/2021
0-100.01	12/02/2021	CHECK	017589	METRO FIRE APPARATUS SPECIALIS	47.50CR	POSTED	A	12/09/2021
0-100.01	12/02/2021	CHECK	017590	MID-SOUTH ELECTRIC CO-OP	498.20CR	POSTED	A	12/10/2021
0-100.01	12/02/2021	CHECK	017591	MIDAMERICA BOOKS	37.90CR	POSTED	A	12/10/2021
0-100.01	12/02/2021	CHECK	017592	MCCREARY, VESELKA, BRAGG&ALLEN, P	179.70CR	POSTED	A	12/20/2021
0-100.01	12/02/2021	CHECK	017593	NAVASOTA CONCRETE INC.	1,410.00CR	POSTED	A	12/10/2021
0-100.01	12/02/2021	CHECK	017594	NAVASOTA EXAMINER	366.00CR	POSTED	A	12/10/2021
0-100.01	12/02/2021	CHECK	017595	NAVASOTA GRIMES COUNTY	525.00CR	POSTED	A	12/23/2021
0-100.01	12/02/2021	CHECK	017596	NICOLE SERNA	100.00CR	POSTED	A	12/15/2021
0-100.01	12/02/2021	CHECK	017597	PEARLIE ROWLAND	75.00CR	POSTED	A	12/30/2021
0-100.01	12/02/2021	CHECK	017598	PITNEY BOWES GLOBAL FINANCIAL	176.70CR	POSTED	A	12/17/2021
0-100.01	12/02/2021	CHECK	017599	QUILL CORPORATION	127.89CR	POSTED	A	12/21/2021
0-100.01	12/02/2021	CHECK	017600	RODRIGO HERNANDEZ	150.00CR	POSTED	A	12/14/2021

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CHECK RECONCILIATION REGISTER

PAGE: 2

COMPANY: 999 - POOLED CASH
 ACCOUNT: 0-100.01 CASH IN BANK-CSB
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 12/01/2021 THRU 12/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
0-100.01	12/02/2021	CHECK	017601	WRIGHT INTERNET STRATEGIES, LL	1,500.00CR	POSTED	A	12/16/2021
0-100.01	12/02/2021	CHECK	017602	SHELLI JAMES	150.00CR	POSTED	A	12/06/2021
0-100.01	12/02/2021	CHECK	017603	SMITH MUNICIPAL SUPPLIES	735.77CR	POSTED	A	12/27/2021
0-100.01	12/02/2021	CHECK	017604	SOUTHEAST TEXAS VIDEOWORKS	300.00CR	POSTED	A	12/13/2021
0-100.01	12/02/2021	CHECK	017605	TBGTOM.COM LLC	54.31CR	POSTED	A	12/14/2021
0-100.01	12/02/2021	CHECK	017606	THE POLICE & SHERIFFS PRESS, I	17.58CR	POSTED	A	12/10/2021
0-100.01	12/02/2021	CHECK	017607	THE WESTERN CLUB	2,210.90CR	POSTED	A	12/10/2021
0-100.01	12/02/2021	CHECK	017608	TELVA KESLER	1,185.75CR	POSTED	A	12/27/2021
0-100.01	12/02/2021	CHECK	017609	WEX BANK	11,468.86CR	POSTED	A	12/10/2021
0-100.01	12/09/2021	CHECK	017610	ADCOMP SYSTEMS, INC	532.50CR	POSTED	A	12/20/2021
0-100.01	12/09/2021	CHECK	017611	BAYLOR LUMBER & BLDG.CO.,INC	646.22CR	POSTED	A	12/16/2021
0-100.01	12/09/2021	CHECK	017612	BRAZOS VALLEY TELEPHONE SYSTEM	218.00CR	POSTED	A	12/20/2021
0-100.01	12/09/2021	CHECK	017613	BRINSON BENEFITS INC	243.00CR	POSTED	A	12/23/2021
0-100.01	12/09/2021	CHECK	017614	C.C.CREATIONS LTD	2,396.12CR	POSTED	A	12/15/2021
0-100.01	12/09/2021	CHECK	017615	GEORGE ATKINSON	38.00CR	POSTED	A	12/21/2021
0-100.01	12/09/2021	CHECK	017616	ENTERGY TEXAS, INC	17,750.83CR	POSTED	A	12/20/2021
0-100.01	12/09/2021	CHECK	017617	VOID CHECK	0.00	POSTED	A	12/01/2021
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0-100.01	12/09/2021	CHECK	017619	ERNEST WEST	100.00CR	POSTED	A	12/21/2021
0-100.01	12/09/2021	CHECK	017620	EXPRESS SERVICES, INC	1,898.78CR	POSTED	A	12/16/2021
0-100.01	12/09/2021	CHECK	017621	FASTSERV SUPPLY, INC.	690.53CR	POSTED	A	12/17/2021
0-100.01	12/09/2021	CHECK	017622	GLENN FUQUA, INC.	1,092.78CR	POSTED	A	12/17/2021
0-100.01	12/09/2021	CHECK	017623	GREATLAND CORPORATION	99.00CR	POSTED	A	12/17/2021
0-100.01	12/09/2021	CHECK	017624	GRIMES CENTRAL	20,803.25CR	POSTED	A	12/23/2021
0-100.01	12/09/2021	CHECK	017625	HAR-CON MECHANICAL CONTRACTORS	825.00CR	POSTED	A	12/15/2021
0-100.01	12/09/2021	CHECK	017626	DARRYL A. HERRMANN	67.82CR	POSTED	A	12/15/2021
0-100.01	12/09/2021	CHECK	017627	IBS OF BRAZOS RIVER VALLEY	244.82CR	POSTED	A	12/15/2021
0-100.01	12/09/2021	CHECK	017628	INGRAM LIBRARY SERVICES	18.37CR	POSTED	A	12/21/2021
0-100.01	12/09/2021	CHECK	017629	INTERSTATE BILLING SERVICE INC	400.18CR	POSTED	A	12/17/2021
0-100.01	12/09/2021	CHECK	017630	JASON KATKOSKI	224.00CR	POSTED	A	12/15/2021
0-100.01	12/09/2021	CHECK	017631	JUSTINE OROZCO	100.00CR	POSTED	A	12/16/2021
0-100.01	12/09/2021	CHECK	017632	LAROCHE CHEVROLET-CADILLAC-BUI	161.48CR	POSTED	A	12/15/2021
0-100.01	12/09/2021	CHECK	017633	LEVEL 3 COMMUNICATIONS, LLC	2,553.70CR	POSTED	A	12/17/2021
0-100.01	12/09/2021	CHECK	017634	MADISON BROOKS	1,034.00CR	POSTED	A	12/27/2021
0-100.01	12/09/2021	CHECK	017635	NAPA AUTO PARTS	5.78CR	POSTED	A	12/16/2021
0-100.01	12/09/2021	CHECK	017636	NAVASOTA OIL CO. INC.	2,412.00CR	POSTED	A	12/15/2021
0-100.01	12/09/2021	CHECK	017637	O'REILLY AUTO ENTERPRISES, LLC	227.82CR	POSTED	A	12/22/2021
0-100.01	12/09/2021	CHECK	017638	PARAGON ROOFING INC	83,495.50CR	OUTSTND	A	0/00/0000
0-100.01	12/09/2021	CHECK	017639	PITNEY BOWES GLOBAL FINANCIAL	510.00CR	POSTED	A	12/27/2021
0-100.01	12/09/2021	CHECK	017640	PITNEY BOWES PURCHASE POWER	1,520.99CR	POSTED	A	12/23/2021
0-100.01	12/09/2021	CHECK	017641	QUILL CORPORATION	10.02CR	POSTED	A	12/27/2021
0-100.01	12/09/2021	CHECK	017642	RAUL MENDOZA	1,500.00CR	POSTED	A	12/14/2021
0-100.01	12/09/2021	CHECK	017643	REPUBLIC SERVICES #473	86,110.59CR	POSTED	A	12/20/2021
0-100.01	12/09/2021	CHECK	017644	SHALUN WELLS	150.00CR	OUTSTND	A	0/00/0000

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CHECK RECONCILIATION REGISTER

PAGE: 3

COMPANY: 999 - POOLED CASH
ACCOUNT: 0-100.01 CASH IN BANK-CSB
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 12/01/2021 THRU 12/31/2021
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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0-100.01	12/09/2021	CHECK	017646	SPECTRUM WEATHER & SPECIALTY I	7,185.00CR	POSTED	A	12/22/2021
0-100.01	12/09/2021	CHECK	017647	SUDDENLINK COMMUNICATIONS	275.03CR	POSTED	A	12/31/2021
0-100.01	12/09/2021	CHECK	017648	TEXAS EXCAVATION SAFETY	77.90CR	POSTED	A	12/16/2021
0-100.01	12/09/2021	CHECK	017649	TEXAS FLEET OUTFITTERS	42.00CR	POSTED	A	12/20/2021
0-100.01	12/09/2021	CHECK	017650	TELVA KESLER	1,016.06CR	POSTED	A	12/27/2021
0-100.01	12/09/2021	CHECK	017651	TRACTOR SUPPLY CREDIT PLAN	655.23CR	POSTED	A	12/16/2021
0-100.01	12/09/2021	CHECK	017652	TURNER, PIERCE & FULTZ, INC.	2,471.96CR	POSTED	A	12/16/2021
0-100.01	12/09/2021	CHECK	017653	UNITED AG & TURF	258.95CR	POSTED	A	12/16/2021
0-100.01	12/09/2021	CHECK	017654	XEROX BUSINESS SOLUTIONS SW	190.95CR	POSTED	A	12/17/2021
0-100.01	12/15/2021	CHECK	017655	AMERICAN ELEVATOR INSPECTIONS,	210.00CR	POSTED	A	12/29/2021
0-100.01	12/15/2021	CHECK	017656	APGA SIF	395.00CR	OUTSTND	A	0/00/0000
0-100.01	12/15/2021	CHECK	017657	AQUA-METRIC SALES COMPANY	2,139.20CR	POSTED	A	12/27/2021
0-100.01	12/15/2021	CHECK	017658	AUSTIN WOOD RECYCLING, INC	19,800.00CR	POSTED	A	12/23/2021
0-100.01	12/15/2021	CHECK	017659	BELT HARRIS PECHACEK LLLP	6,261.00CR	POSTED	A	12/22/2021
0-100.01	12/15/2021	CHECK	017660	BLEYL & ASSOCIATES	12,930.00CR	OUTSTND	A	0/00/0000
0-100.01	12/15/2021	CHECK	017661	CHAPARRAL LABORATORIES, INC.	2,777.00CR	POSTED	A	12/22/2021
0-100.01	12/15/2021	CHECK	017662	COMPUTERSHARE	500.00CR	POSTED	A	12/23/2021
0-100.01	12/15/2021	CHECK	017663	DXI INDUSTRIES, INC.	150.00CR	POSTED	A	12/21/2021
0-100.01	12/15/2021	CHECK	017664	ENTERGY TEXAS, INC	4,212.63CR	POSTED	A	12/23/2021
0-100.01	12/15/2021	CHECK	017665	FHN FINANCIAL	175.00CR	POSTED	A	12/30/2021
0-100.01	12/15/2021	CHECK	017666	FIRE SUPPLY INC	43,912.00CR	POSTED	A	12/23/2021
0-100.01	12/15/2021	CHECK	017667	FOLLETT SCHOOL SOLUTIONS, INC.	756.72CR	POSTED	A	12/22/2021
0-100.01	12/15/2021	CHECK	017668	GULF COAST GFOA	20.00CR	OUTSTND	A	0/00/0000
0-100.01	12/15/2021	CHECK	017669	GULF COAST GOVERNMENT FINANCE	35.00CR	POSTED	A	12/21/2021
0-100.01	12/15/2021	CHECK	017670	KNIFE RIVER CORP. -SOUTH	2,607.80CR	POSTED	A	12/22/2021
0-100.01	12/15/2021	CHECK	017671	MCKESSON MEDICAL-MMSGs	305.63CR	POSTED	A	12/28/2021
0-100.01	12/15/2021	CHECK	017672	NAVASOTA CONCRETE INC.	1,410.00CR	POSTED	A	12/27/2021
0-100.01	12/15/2021	CHECK	017673	NAVASOTA EXAMINER	122.00CR	POSTED	A	12/22/2021
0-100.01	12/15/2021	CHECK	017674	POLYDYNE INC	1,980.00CR	POSTED	A	12/28/2021
0-100.01	12/15/2021	CHECK	017675	PRODUCTIVE CORPORATION	1,260.00CR	POSTED	A	12/22/2021
0-100.01	12/15/2021	CHECK	017676	QUILL CORPORATION	520.36CR	OUTSTND	A	0/00/0000
0-100.01	12/15/2021	CHECK	017677	RAILROAD MANAGEMENT CO. LLC	578.52CR	OUTSTND	A	0/00/0000
0-100.01	12/15/2021	CHECK	017678	REGION 5 EDUCATION SERVICE CEN	300.00CR	OUTSTND	A	0/00/0000
0-100.01	12/15/2021	CHECK	017679	SHI-GOVERNMENT SOLUTIONS, INC.	2,445.63CR	POSTED	A	12/23/2021
0-100.01	12/15/2021	CHECK	017680	SPINNER AVIATION,LLC	7,670.87CR	POSTED	A	12/31/2021
0-100.01	12/15/2021	CHECK	017681	STATION AUTOMATION, INC.	1,254.75CR	POSTED	A	12/27/2021
0-100.01	12/15/2021	CHECK	017682	TCEQ	8,650.95CR	POSTED	A	12/31/2021
0-100.01	12/15/2021	CHECK	017683	TEXAS FIRE CHIEFS ASSOCIATION	400.00CR	OUTSTND	A	0/00/0000
0-100.01	12/15/2021	CHECK	017684	THOMASA WHITE	150.00CR	POSTED	A	12/27/2021
0-100.01	12/15/2021	CHECK	017685	THOMSON REUTERS-WEST	178.00CR	POSTED	A	12/27/2021
0-100.01	12/15/2021	CHECK	017686	BVSMA INC.	1,032.65CR	POSTED	A	12/22/2021
0-100.01	12/15/2021	CHECK	017687	TX SOCIAL SECURITY PROGRAM-ERS	35.00CR	POSTED	A	12/27/2021
0-100.01	12/15/2021	CHECK	017688	TYLER TECHNOLOGIES, INC.	8,052.00CR	POSTED	A	12/21/2021

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CHECK RECONCILIATION REGISTER

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COMPANY: 999 - POOLED CASH

ACCOUNT: 0-100.01

CASH IN BANK-CSB

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2021 THRU 12/31/2021

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

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0-100.01	12/15/2021	CHECK	017690	ELWOOD O. MILLER	3,500.00CR	POSTED	A	12/31/2021
0-100.01	12/22/2021	CHECK	017691	4141 COFFEEHOUSE	25.00CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017692	ACME ARCHITECTURAL HARDWARE	21.25CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017693	ALLIANCE PRINTING, LP	110.26CR	POSTED	A	12/30/2021
0-100.01	12/22/2021	CHECK	017694	AUDACY, INC - F/K/A ENTERCOM C	1,500.00CR	POSTED	A	12/30/2021
0-100.01	12/22/2021	CHECK	017695	BEVERLY HORNE GUST VOIDED	42.19CR	VOIDED	A	12/22/2021
0-100.01	12/22/2021	CHECK	017696	CINTAS CORPORATION #619	1,313.51CR	POSTED	A	12/30/2021
0-100.01	12/22/2021	CHECK	017697	CITIBANK, N.A	8,184.03CR	POSTED	A	12/30/2021
0-100.01	12/22/2021	CHECK	017698	DEWON DAVIS	125.00CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017699	ENTERGY TEXAS, INC	28.32CR	POSTED	A	12/30/2021
0-100.01	12/22/2021	CHECK	017700	ERMA JONES	100.00CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017701	EWING IRRIGATION PRODUCTS, IN	520.06CR	POSTED	A	12/29/2021
0-100.01	12/22/2021	CHECK	017702	EXPRESS SERVICES, INC	696.80CR	POSTED	A	12/29/2021
0-100.01	12/22/2021	CHECK	017703	FRANKLIN LEGAL PUBLISHING, INC	1,130.00CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017704	GOV DIRECT	4,751.65CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017705	GT DISTRIBUTORS, INC	27.05CR	POSTED	A	12/30/2021
0-100.01	12/22/2021	CHECK	017706	KNIFE RIVER CORP. -SOUTH	964.86CR	POSTED	A	12/30/2021
0-100.01	12/22/2021	CHECK	017707	LEADSONLINE LLC	2,191.84CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017708	MATRIX SECURITY & FIRE SERVICE	172.20CR	POSTED	A	12/31/2021
0-100.01	12/22/2021	CHECK	017709	MCCREARY, VESELKA, BRAGG&ALLEN, P	203.60CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017710	NAVASOTA EXAMINER	1,484.00CR	POSTED	A	12/29/2021
0-100.01	12/22/2021	CHECK	017711	NAVASOTA NURSING & REHAB	150.00CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017712	NAVASOTA PUBLIC LIBRARY	42.19CR	POSTED	A	12/29/2021
0-100.01	12/22/2021	CHECK	017713	ONLY 1 RENTALS, LLC	345.40CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017714	PINK CHAMPAGNE ANTIQUES	82.27CR	POSTED	A	12/29/2021
0-100.01	12/22/2021	CHECK	017715	QUILL CORPORATION	302.86CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017716	SIRCHIE AQUISITION COMPANY, IN	52.04CR	POSTED	A	12/30/2021
0-100.01	12/22/2021	CHECK	017717	SUDDENLINK COMMUNICATIONS	233.77CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017718	SUDDENLINK COMMUNICATIONS	123.82CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017719	TEXAS COMMUNICATIONS	1,667.52CR	OUTSTND	A	0/00/0000
0-100.01	12/22/2021	CHECK	017720	TYLER TECHNOLOGIES, INC.	837.55CR	POSTED	A	12/29/2021
0-100.01	12/22/2021	CHECK	017721	VALERIE RAMIREZ	200.00CR	POSTED	A	12/30/2021
0-100.01	12/30/2021	CHECK	017722	ASCAP	390.00CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017723	BAYER CONSTRUCTION	980.14CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017724	BLEYL & ASSOCIATES	1,750.00CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017725	BLUEBONNET GROUND WATER	1,384.15CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017726	CENTURYLINK	5,272.69CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017727	DXI INDUSTRIES, INC.	1,782.50CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017728	ENTERGY TEXAS, INC	5,868.06CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017729	FASTSERV SUPPLY, INC.	72.57CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017730	GT DISTRIBUTORS, INC	2,134.58CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017731	HAR-CON MECHANICAL CONTRACTORS	1,984.00CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017732	HATTIE WELLS	150.00CR	POSTED	A	12/31/2021

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CHECK RECONCILIATION REGISTER

PAGE: 5

COMPANY: 999 - POOLED CASH

ACCOUNT: 0-100.01

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CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

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ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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0-100.01	12/30/2021	CHECK	017734	INGRAM LIBRARY SERVICES	122.08CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017735	JOHN A. WALL IV	3,675.00CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017736	JOHNNY D. WESLEY	650.00CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017737	MID-SOUTH ELECTRIC CO-OP	556.94CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017738	LOUIS J. ORLANDO	1,400.00CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017739	QUILL CORPORATION	60.82CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017740	STRAND ASSOCIATES, INC.	14,550.00CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017741	THE POLICE & SHERIFFS PRESS, I	32.58CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017742	TYLER TECHNOLOGIES, INC.	309.08CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017743	VERIZON WIRELESS	3,649.45CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017744	VICTOR INSURANCE MANAGERS	400.00CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017745	WEX BANK	10,895.46CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017746	XEROX BUSINESS SOLUTIONS SW	360.00CR	OUTSTND	A	0/00/0000
0-100.01	12/30/2021	CHECK	017747	XEROX FINANCIAL SERVICES,LLC	1,922.03CR	OUTSTND	A	0/00/0000
DEPOSIT:								
0-100.01	12/01/2021	DEPOSIT		ONLINE PAYMENT 12/01/2021	4,274.76	POSTED	C	12/02/2021
0-100.01	12/01/2021	DEPOSIT	000001	UTILITY DEPOSITS RECEIVED	200.00	POSTED	U	12/01/2021
0-100.01	12/01/2021	DEPOSIT	000002	DAILY PAYMENT POSTING - ADJ	92.10CR	POSTED	U	12/02/2021
0-100.01	12/01/2021	DEPOSIT	000003	adcom cust fee 1130	7.50	POSTED	G	12/02/2021
0-100.01	12/01/2021	DEPOSIT	000004	dep permit cc 1130	212.18	POSTED	G	12/02/2021
0-100.01	12/01/2021	DEPOSIT	000005	DAILY CASH POSTING 12/01/2021	5,385.59	POSTED	C	12/03/2021
0-100.01	12/02/2021	DEPOSIT		ONLINE PAYMENT 12/02/2021	13,688.34	POSTED	C	12/03/2021
0-100.01	12/02/2021	DEPOSIT	000001	adcom cust fee 1201	13.75	POSTED	G	12/03/2021
0-100.01	12/02/2021	DEPOSIT	000002	dep 1202	169.55	POSTED	G	12/03/2021
0-100.01	12/02/2021	DEPOSIT	000003	CASH RECEIPTS	2,158.00	POSTED	G	12/03/2021
0-100.01	12/02/2021	DEPOSIT	000004	fee for gifts crdss for xmas	31.60	POSTED	G	12/07/2021
0-100.01	12/03/2021	DEPOSIT		ONLINE PAYMENT 12/03/2021	2,664.20	POSTED	C	12/03/2021
0-100.01	12/03/2021	DEPOSIT	000001	ADCOM CUST FEE 1202	6.25	POSTED	G	12/03/2021
0-100.01	12/03/2021	DEPOSIT	000002	FARMERS MKRT 122	50.00	POSTED	G	12/03/2021
0-100.01	12/03/2021	DEPOSIT	000003	PERMIT CC 1202	51.50	POSTED	G	12/06/2021
0-100.01	12/03/2021	DEPOSIT	000004	DAILY PAYMENT POSTING	80,222.44	POSTED	U	12/03/2021
0-100.01	12/03/2021	DEPOSIT	000005	DAILY PAYMENT POSTING - ADJ	151.83CR	POSTED	U	12/07/2021
0-100.01	12/03/2021	DEPOSIT	000006	DAILY CASH POSTING 12/03/2021	9,401.78	POSTED	C	12/07/2021
0-100.01	12/06/2021	DEPOSIT		farmers market	60.00	POSTED	G	12/08/2021
0-100.01	12/06/2021	DEPOSIT	000001	BUILDING PERMIT CC	204.97	POSTED	G	12/06/2021
0-100.01	12/06/2021	DEPOSIT	000002	dep 1206 tbb tickets 1204	2,509.00	POSTED	G	12/06/2021
0-100.01	12/06/2021	DEPOSIT	000003	dep 1206 tbb tickets 1205	2,350.00	POSTED	G	12/07/2021
0-100.01	12/06/2021	DEPOSIT	000004	ONLINE PAYMENT 12/06/2021	12,488.15	POSTED	C	12/07/2021
0-100.01	12/06/2021	DEPOSIT	000005	DAILY PAYMENT POSTING - ADJ	327.51CR	POSTED	U	12/07/2021
0-100.01	12/06/2021	DEPOSIT	000006	adcom cust fee 1204-1205	17.50	POSTED	G	12/07/2021
0-100.01	12/06/2021	DEPOSIT	000007	tax collected	19,961.54	POSTED	G	12/08/2021
0-100.01	12/07/2021	DEPOSIT		ONLINE PAYMENT 12/07/2021	7,079.91	POSTED	C	12/08/2021

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COMPANY: 999 - POOLED CASH

ACCOUNT: 0-100.01

CASH IN BANK-CSB

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2021 THRU 12/31/2021

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT-----	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
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0-100.01	12/07/2021	DEPOSIT	000002	adcom cust fee 1206	7.50	POSTED	G	12/08/2021
0-100.01	12/07/2021	DEPOSIT	000003	permit cc 0=1206	51.50	POSTED	G	12/08/2021
0-100.01	12/07/2021	DEPOSIT	000004	tbb tickets	1,936.50	POSTED	G	12/08/2021
0-100.01	12/07/2021	DEPOSIT	000005	DAILY CASH POSTING 12/07/2021	95,650.28	POSTED	C	12/08/2021
0-100.01	12/07/2021	DEPOSIT	000006	DAILY CASH POSTING 12/07/2021	14,420.85	POSTED	C	12/08/2021
0-100.01	12/07/2021	DEPOSIT	000007	dep 1207 farmers mrkt	10.00	POSTED	G	12/07/2021
0-100.01	12/08/2021	DEPOSIT		tbb tickets sales	1,701.00	POSTED	G	12/09/2021
0-100.01	12/08/2021	DEPOSIT	000001	building permit cc 1207	127.72	POSTED	G	12/09/2021
0-100.01	12/08/2021	DEPOSIT	000002	ONLINE PAYMENT 12/08/2021	9,068.89	POSTED	C	12/08/2021
0-100.01	12/08/2021	DEPOSIT	000003	adcom cust fee 1207	3.75	POSTED	G	12/08/2021
0-100.01	12/08/2021	DEPOSIT	000004	DAILY PAYMENT POSTING - ADJ	200.00CR	POSTED	U	12/08/2021
0-100.01	12/08/2021	DEPOSIT	000005	CASH RECEIPTS	1,818.00	POSTED	G	12/10/2021
0-100.01	12/08/2021	DEPOSIT	000006	DAILY CASH POSTING 12/08/2021	19,826.95	POSTED	C	12/10/2021
0-100.01	12/08/2021	DEPOSIT	000007	farmers marker	10.00	POSTED	G	12/08/2021
0-100.01	12/09/2021	DEPOSIT		ONLINE PAYMENT 12/09/2021	15,037.35	POSTED	C	12/10/2021
0-100.01	12/09/2021	DEPOSIT	000001	UTILITY DEPOSITS RECEIVED	100.00	POSTED	U	12/09/2021
0-100.01	12/09/2021	DEPOSIT	000002	tbb tickets	1,085.00	POSTED	G	12/10/2021
0-100.01	12/09/2021	DEPOSIT	000003	FARMERS MARKET	10.00	POSTED	G	12/09/2021
0-100.01	12/09/2021	DEPOSIT	000004	ADCOM CUST FEE 1208	5.00	POSTED	G	12/03/2021
0-100.01	12/09/2021	DEPOSIT	000005	BUILDING PERMIT	83.43	POSTED	G	12/10/2021
0-100.01	12/09/2021	DEPOSIT	000006	DAILY PAYMENT POSTING - ADJ	4,471.88CR	POSTED	U	12/10/2021
0-100.01	12/09/2021	DEPOSIT	000007	dep 12092021	227.44	POSTED	G	12/13/2021
0-100.01	12/09/2021	DEPOSIT	000008	DAILY CASH POSTING 12/09/2021	24,369.63	POSTED	C	12/14/2021
0-100.01	12/09/2021	DEPOSIT	000009	account correctionm	50.00	POSTED	G	12/14/2021
0-100.01	12/09/2021	DEPOSIT	000010	DRAFT POSTING	63,065.94	POSTED	U	12/10/2021
0-100.01	12/10/2021	DEPOSIT		ONLINE PAYMENT 12/10/2021	22,587.74	POSTED	C	12/14/2021
0-100.01	12/10/2021	DEPOSIT	000001	adcom cust fee 1209	37.50	POSTED	G	12/14/2021
0-100.01	12/10/2021	DEPOSIT	000002	farmers mrkt	40.00	POSTED	G	12/10/2021
0-100.01	12/10/2021	DEPOSIT	000003	tbb tickets	1,553.50	POSTED	G	12/13/2021
0-100.01	12/10/2021	DEPOSIT	000004	DAILY PAYMENT POSTING	1,488.41	POSTED	U	12/10/2021
0-100.01	12/10/2021	DEPOSIT	000005	DAILY PAYMENT POSTING	139.81	POSTED	U	12/13/2021
0-100.01	12/10/2021	DEPOSIT	000006	DEP BLUE SANTA CHECKS	8,875.00	POSTED	G	12/13/2021
0-100.01	12/10/2021	DEPOSIT	000007	DAILY CASH POSTING 12/10/2021	31,909.19	POSTED	C	12/14/2021
0-100.01	12/13/2021	DEPOSIT		ONLINE PAYMENT 12/13/2021	30,104.45	POSTED	C	12/14/2021
0-100.01	12/13/2021	DEPOSIT	000001	farmers market	20.00	POSTED	G	12/13/2021
0-100.01	12/13/2021	DEPOSIT	000002	tbb tickets 1212	599.00	POSTED	G	12/14/2021
0-100.01	12/13/2021	DEPOSIT	000003	tbb tickets 1211	135.00	POSTED	G	12/13/2021
0-100.01	12/13/2021	DEPOSIT	000004	tbb tickets 1210	330.00	POSTED	G	12/13/2021
0-100.01	12/13/2021	DEPOSIT	000005	citibank rebate	1,423.56	POSTED	G	12/13/2021
0-100.01	12/13/2021	DEPOSIT	000006	adcom cust fee	41.25	POSTED	G	12/14/2021
0-100.01	12/13/2021	DEPOSIT	000007	UTILITY DEPOSITS RECEIVED	200.00	POSTED	U	12/13/2021
0-100.01	12/13/2021	DEPOSIT	000008	UTILITY DEPOSITS RECEIVED	100.00	POSTED	U	12/13/2021
0-100.01	12/13/2021	DEPOSIT	000009	permiit cc dep	25.75	POSTED	G	12/13/2021

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CHECK RECONCILIATION REGISTER

PAGE: 7

COMPANY: 999 - POOLED CASH
 ACCOUNT: 0-100.01 CASH IN BANK-CSB
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 12/01/2021 THRU 12/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT----	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
0-100.01	12/13/2021	DEPOSIT	000010	tbb dep correction	20.00CR	POSTED	G	12/13/2021
0-100.01	12/13/2021	DEPOSIT	000011	CHAMBER BUCK UTILITY PAY	150.00	POSTED	G	12/14/2021
0-100.01	12/14/2021	DEPOSIT		ONLINE PAYMENT 12/14/2021	14,052.50	POSTED	C	12/15/2021
0-100.01	12/14/2021	DEPOSIT	000001	tbb tickets 1213	1,216.50	POSTED	G	12/15/2021
0-100.01	12/14/2021	DEPOSIT	000002	adcom cust fee	37.50	POSTED	G	12/15/2021
0-100.01	12/14/2021	DEPOSIT	000003	dep 1214	36.50	POSTED	G	12/15/2021
0-100.01	12/14/2021	DEPOSIT	000004	DAILY CASH POSTING 12/14/2021	147,430.76	POSTED	C	12/15/2021
0-100.01	12/14/2021	DEPOSIT	000005	chamber bucks correction	150.00CR	POSTED	G	12/14/2021
0-100.01	12/14/2021	DEPOSIT	000006	chamber bucks paid utility	150.00CR	POSTED	G	12/14/2021
0-100.01	12/14/2021	DEPOSIT	000007	DAILY CASH POSTING 12/14/2021	21,713.35	POSTED	C	12/16/2021
0-100.01	12/14/2021	DEPOSIT	000008	CASH RECEIPTS	1,270.60	POSTED	G	12/15/2021
0-100.01	12/15/2021	DEPOSIT		ONLINE PAYMENT 12/15/2021	24,807.69	POSTED	C	12/16/2021
0-100.01	12/15/2021	DEPOSIT	000001	tbb revenue	600.00	POSTED	G	12/16/2021
0-100.01	12/15/2021	DEPOSIT	000002	adcom cust fee	45.00	POSTED	G	12/16/2021
0-100.01	12/15/2021	DEPOSIT	000003	adcom cust fee correct	63.90CR	POSTED	G	12/14/2021
0-100.01	12/15/2021	DEPOSIT	000004	permit cc 1213	51.50	POSTED	G	12/15/2021
0-100.01	12/15/2021	DEPOSIT	000005	PERMIT CC 1214	115.15	POSTED	G	12/16/2021
0-100.01	12/15/2021	DEPOSIT	000006	DAILY PAYMENT POSTING - ADJ	417.05CR	POSTED	U	12/15/2021
0-100.01	12/15/2021	DEPOSIT	000007	DAILY PAYMENT POSTING	537.94	POSTED	U	12/15/2021
0-100.01	12/15/2021	DEPOSIT	000008	DAILY PAYMENT POSTING	716.37	POSTED	U	12/15/2021
0-100.01	12/15/2021	DEPOSIT	000009	DAILY CASH POSTING 12/15/2021	36,787.40	POSTED	C	12/17/2021
0-100.01	12/16/2021	DEPOSIT		ONLINE PAYMENT 12/16/2021	43,231.85	POSTED	C	12/17/2021
0-100.01	12/16/2021	DEPOSIT	000001	adcom cust fee 1215	153.75	POSTED	G	12/17/2021
0-100.01	12/16/2021	DEPOSIT	000002	permit cc	31.93	POSTED	G	12/17/2021
0-100.01	12/16/2021	DEPOSIT	000003	tbb tickets 1215	348.00	POSTED	G	12/17/2021
0-100.01	12/16/2021	DEPOSIT	000004	beverage tax	2,693.91	POSTED	G	12/17/2021
0-100.01	12/16/2021	DEPOSIT	000005	DAILY PAYMENT POSTING	676.29	POSTED	U	12/17/2021
0-100.01	12/16/2021	DEPOSIT	000006	DAILY PAYMENT POSTING - ADJ	183.52CR	POSTED	U	12/17/2021
0-100.01	12/16/2021	DEPOSIT	000007	DAILY PAYMENT POSTING	171.74	POSTED	U	12/17/2021
0-100.01	12/16/2021	DEPOSIT	000008	DAILY CASH POSTING 12/16/2021	20,985.28	POSTED	C	12/20/2021
0-100.01	12/17/2021	DEPOSIT		ONLINE PAYMENT 12/17/2021	5,819.02	POSTED	C	12/20/2021
0-100.01	12/17/2021	DEPOSIT	000001	adcom cust fee12162021	22.50	POSTED	G	12/20/2021
0-100.01	12/17/2021	DEPOSIT	000002	TBB TICKETS 1216	945.00	POSTED	G	12/20/2021
0-100.01	12/17/2021	DEPOSIT	000003	DAILY PAYMENT POSTING - ADJ	279.44CR	POSTED	U	12/20/2021
0-100.01	12/19/2021	DEPOSIT		TBB TICKETS 1218	635.00	POSTED	G	12/20/2021
0-100.01	12/19/2021	DEPOSIT	000001	TBB TICKETS 1217	92.00	POSTED	G	12/20/2021
0-100.01	12/20/2021	DEPOSIT		ONLINE PAYMENT 12/20/2021	9,965.15	POSTED	C	12/20/2021
0-100.01	12/20/2021	DEPOSIT	000001	adcom cust fee 1217	30.00	POSTED	G	12/20/2021
0-100.01	12/20/2021	DEPOSIT	000002	permit cc 1217	281.19	POSTED	G	12/20/2021
0-100.01	12/20/2021	DEPOSIT	000003	permit cc	25.75	POSTED	G	12/20/2021
0-100.01	12/20/2021	DEPOSIT	000004	tbb tickets 1219	795.00	POSTED	G	12/21/2021
0-100.01	12/20/2021	DEPOSIT	000005	DAILY PAYMENT POSTING	39.57	POSTED	U	12/20/2021
0-100.01	12/20/2021	DEPOSIT	000006	DAILY PAYMENT POSTING - ADJ	246.31CR	POSTED	U	12/20/2021
0-100.01	12/20/2021	DEPOSIT	000007	dep 1220	90.25	POSTED	G	12/20/2021

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CHECK RECONCILIATION REGISTER

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COMPANY: 999 - POOLED CASH

ACCOUNT: 0-100.01

CASH IN BANK-CSB

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2021 THRU 12/31/2021

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT----	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
0-100.01	12/20/2021	DEPOSIT	000008	CASH RECEIPTS	481.00	POSTED	G	12/20/2021
0-100.01	12/20/2021	DEPOSIT	000009	DAILY CASH POSTING 12/20/2021	17,871.55	POSTED	C	12/22/2021
0-100.01	12/20/2021	DEPOSIT	000010	dep 1221	72.20	POSTED	G	12/22/2021
0-100.01	12/21/2021	DEPOSIT		tbb tickets 1220	968.00	POSTED	G	12/22/2021
0-100.01	12/21/2021	DEPOSIT	000001	permit cc 1220	157.85	POSTED	G	12/22/2021
0-100.01	12/21/2021	DEPOSIT	000002	adcom cust fee 1220	22.50	POSTED	G	12/22/2021
0-100.01	12/21/2021	DEPOSIT	000003	ONLINE PAYMENT 12/21/2021	7,819.71	POSTED	C	12/22/2021
0-100.01	12/21/2021	DEPOSIT	000004	ADCOM CUST FEE 1220	1.25	POSTED	G	12/22/2021
0-100.01	12/22/2021	DEPOSIT		ONLINE PAYMENT 12/22/2021	2,744.63	POSTED	C	12/22/2021
0-100.01	12/22/2021	DEPOSIT	000001	adcom cust fee 1221	11.25	POSTED	G	12/22/2021
0-100.01	12/22/2021	DEPOSIT	000002	tbb tickets 1221	563.00	POSTED	G	12/23/2021
0-100.01	12/22/2021	DEPOSIT	000003	permit cc 1221	103.00	POSTED	G	12/23/2021
0-100.01	12/22/2021	DEPOSIT	000004	DAILY PAYMENT POSTING - ADJ	167.00CR	POSTED	U	12/23/2021
0-100.01	12/22/2021	DEPOSIT	000005	DAILY PAYMENT POSTING	152.09	POSTED	U	12/23/2021
0-100.01	12/22/2021	DEPOSIT	000006	CASH RECEIPTS	1,220.00	POSTED	G	12/27/2021
0-100.01	12/23/2021	DEPOSIT		DAILY CASH POSTING 12/23/2021	7,198.76	POSTED	C	12/27/2021
0-100.01	12/23/2021	DEPOSIT	000001	TBB TICKETS 1222	606.00	POSTED	G	12/27/2021
0-100.01	12/23/2021	DEPOSIT	000002	permit cc 1222	223.51	POSTED	G	12/27/2021
0-100.01	12/23/2021	DEPOSIT	000003	ONLINE PAYMENT 12/23/2021	3,127.29	POSTED	C	12/27/2021
0-100.01	12/23/2021	DEPOSIT	000004	DAILY PAYMENT POSTING	373.48	POSTED	U	12/23/2021
0-100.01	12/23/2021	DEPOSIT	000005	adcom cust fee 1222	10.00	POSTED	G	12/27/2021
0-100.01	12/23/2021	DEPOSIT	000006	dep 1222	32.55	POSTED	G	12/29/2021
0-100.01	12/23/2021	DEPOSIT	000007	DAILY CASH POSTING 12/23/2021	40,692.38	POSTED	C	12/27/2021
0-100.01	12/27/2021	DEPOSIT		TBB TICKETS 1226	525.00	POSTED	G	12/28/2021
0-100.01	12/27/2021	DEPOSIT	000001	TBB TICKETS 1224	770.00	POSTED	G	12/27/2021
0-100.01	12/27/2021	DEPOSIT	000002	TBB TICKETS 1224	433.00	POSTED	G	12/27/2021
0-100.01	12/28/2021	DEPOSIT		ONLINE PAYMENT 12/28/2021	18,560.96	POSTED	C	12/29/2021
0-100.01	12/28/2021	DEPOSIT	000001	UTILITY DEPOSITS RECEIVED	200.00	POSTED	U	12/28/2021
0-100.01	12/28/2021	DEPOSIT	000002	tbb tickets 1227	153.00	POSTED	G	12/29/2021
0-100.01	12/28/2021	DEPOSIT	000003	zba	35,147.49CR	POSTED	G	12/28/2021
0-100.01	12/28/2021	DEPOSIT	000004	DAILY CASH POSTING 12/28/2021	9,905.65	POSTED	C	12/30/2021
0-100.01	12/29/2021	DEPOSIT		adcom cust fee 1228	63.75	POSTED	G	12/29/2021
0-100.01	12/29/2021	DEPOSIT	000001	dep 1228	68.29	POSTED	G	12/29/2021
0-100.01	12/29/2021	DEPOSIT	000002	tbb tickets 1228	288.00	POSTED	G	12/30/2021
0-100.01	12/29/2021	DEPOSIT	000003	building permit cc	63.86	POSTED	G	12/29/2021
0-100.01	12/29/2021	DEPOSIT	000004	building permit cc	25.75	POSTED	G	12/30/2021
0-100.01	12/29/2021	DEPOSIT	000005	ONLINE PAYMENT 12/29/2021	2,910.77	POSTED	C	12/30/2021
0-100.01	12/30/2021	DEPOSIT		adcom cust fee 1229	11.25	POSTED	G	12/30/2021
0-100.01	12/30/2021	DEPOSIT	000001	tbb tickets 12229	221.00	POSTED	G	12/31/2021
0-100.01	12/30/2021	DEPOSIT	000002	UTILITY DEPOSITS RECEIVED	200.00	POSTED	U	12/31/2021
0-100.01	12/30/2021	DEPOSIT	000003	ONLINE PAYMENT 12/30/2021	2,451.65	POSTED	C	12/31/2021
0-100.01	12/30/2021	DEPOSIT	000004	DAILY CASH POSTING 12/30/2021	7,598.72	POSTED	C	12/31/2021
0-100.01	12/30/2021	DEPOSIT	000005	CASH RECEIPTS	434.00	POSTED	G	12/31/2021
0-100.01	12/30/2021	DEPOSIT	000006	adcom cust fee	8.75	POSTED	G	12/31/2021

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CHECK RECONCILIATION REGISTER

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COMPANY: 999 - POOLED CASH

ACCOUNT: 0-100.01

CASH IN BANK-CSB

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2021 THRU 12/31/2021

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
0-100.01	12/30/2021	DEPOSIT	000007	adcom cust fee	5.00	POSTED	G	12/31/2021
0-100.01	12/30/2021	DEPOSIT	000008	tbb tiickets	169.00	CLEARED	G	1/03/2022
0-100.01	12/31/2021	DEPOSIT		ONLINE PAYMENT 12/31/2021	1,225.00	POSTED	C	12/31/2021
EFT:								
0-100.01	12/01/2021	EFT		deposit jack ingram tbb 0304	6,250.00CR	POSTED	G	12/03/2021
0-100.01	12/02/2021	EFT		zba	649.88CR	POSTED	G	12/02/2021
0-100.01	12/02/2021	EFT	000001	dep pat green tbb 2022	15,000.00CR	POSTED	G	12/07/2021
0-100.01	12/02/2021	EFT	000002	gift casrds for xmas party	500.00CR	POSTED	G	12/07/2021
0-100.01	12/06/2021	EFT		TRANSFER OTO REFUND BOND	21,941.42CR	POSTED	G	12/08/2021
0-100.01	12/06/2021	EFT	000001	TRANSFER TO BOND 2016	9,358.08CR	POSTED	G	12/08/2021
0-100.01	12/06/2021	EFT	000002	TML INSU PAYMENT	101,419.10CR	POSTED	G	12/08/2021
0-100.01	12/07/2021	EFT		CORRECTION	19,961.54CR	POSTED	G	12/08/2021
0-100.01	12/07/2021	EFT	000001	TRASNFER TO BOND	19,961.54CR	POSTED	G	12/08/2021
0-100.01	12/08/2021	EFT		zba	195.00CR	POSTED	G	12/08/2021
0-100.01	12/09/2021	EFT		CITY SALES TAX 0521 --122021	156,748.82	POSTED	G	12/10/2021
0-100.01	12/09/2021	EFT	000001	EDC PORTION OF SALES TAX	13,062.40CR	POSTED	G	12/13/2021
0-100.01	12/13/2021	EFT		zba	106,613.72CR	POSTED	G	12/13/2021
0-100.01	12/13/2021	EFT	000001	ENTERPRISE MONTHLY 042018	23,234.84CR	POSTED	G	12/20/2021
0-100.01	12/14/2021	EFT		zba	32,308.30CR	POSTED	G	12/14/2021
0-100.01	12/15/2021	EFT		zba	2,847.57CR	POSTED	G	12/15/2021
0-100.01	12/15/2021	EFT	000001	MUNIGAAS NOV USAGE	157,253.07CR	POSTED	G	12/20/2021
0-100.01	12/16/2021	EFT		zba	2,155.59CR	POSTED	G	12/16/2021
0-100.01	12/17/2021	EFT		zba	61,050.47CR	POSTED	G	12/17/2021
0-100.01	12/20/2021	EFT		zba	602.37CR	POSTED	G	12/20/2021
0-100.01	12/21/2021	EFT		zba	47,379.99CR	POSTED	G	12/21/2021
0-100.01	12/23/2021	EFT		zba	3,155.30CR	POSTED	G	12/23/2021
0-100.01	12/27/2021	EFT		symetry nov usage 1227	151,859.26CR	POSTED	G	12/28/2021
0-100.01	12/27/2021	EFT	000001	zba	114,766.61CR	POSTED	G	12/27/2021
0-100.01	12/29/2021	EFT		zba	1,950.69CR	POSTED	G	12/29/2021
0-100.01	12/29/2021	EFT	000001	atmos transporetation 1121	39,679.43CR	POSTED	G	12/30/2021
0-100.01	12/30/2021	EFT		zba	226.26CR	POSTED	G	12/30/2021
0-100.01	12/30/2021	EFT	000001	zba	195.00CR	POSTED	G	12/31/2021
0-100.01	12/31/2021	EFT		cc fee 123121	4,717.71CR	CLEARED	G	1/03/2022
0-100.01	12/31/2021	EFT	000001	zba	380.79CR	POSTED	G	12/31/2021
INTEREST:								
0-100.01	12/31/2021	INTEREST		INTEREST INCOME	839.48	POSTED	G	12/31/2021
MISCELLANEOUS:								
0-100.01	12/01/2021	MISC.		cc not paid by eom	6,851.27	POSTED	G	12/01/2021
0-100.01	12/06/2021	MISC.		tax collected	193,532.22	POSTED	G	12/07/2021
0-100.01	12/06/2021	MISC.	000001	INSURANCE TO GENERAL FUND	101,419.10	POSTED	G	12/08/2021
0-100.01	12/22/2021	MISC.	017695	BEVERLY HORNE GUST VOIDED	42.19	VOIDED	A	12/22/2021

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COMPANY: 999 - POOLED CASH
ACCOUNT: 0-100.01 CASH IN BANK-CSB
TYPE: All
STATUS: All
FOLIO: All

CHECK RECONCILIATION REGISTER

CHECK DATE: 12/01/2021 THRU 12/31/2021
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
0-100.01	12/31/2021	MISC.		cc not posted as of 123121	5,699.92CR	POSTED	G	12/31/2021
SERVICE CHARGE:								
0-100.01	12/01/2021	SERV-CHG		DEP CC FEE	2.00CR	POSTED	G	12/01/2021
0-100.01	12/02/2021	SERV-CHG		cc fee nov	3,989.24CR	POSTED	G	12/02/2021
0-100.01	12/07/2021	SERV-CHG		utility app cc fee	2.00CR	POSTED	G	12/07/2021
0-100.01	12/08/2021	SERV-CHG		nsf 12072021	796.90CR	POSTED	G	12/08/2021
0-100.01	12/09/2021	SERV-CHG		UTILITY APP DEP FEE	1.00CR	POSTED	G	12/09/2021
0-100.01	12/13/2021	SERV-CHG		utility app deposit fee	3.00CR	POSTED	G	12/03/2021
0-100.01	12/14/2021	SERV-CHG		nsf	279.44CR	POSTED	G	12/14/2021
0-100.01	12/15/2021	SERV-CHG		cc fee	57.85CR	POSTED	G	12/15/2021
0-100.01	12/17/2021	SERV-CHG		nsh reversal	279.44	POSTED	G	12/20/2021
0-100.01	12/28/2021	SERV-CHG		utility app cc fee	2.00CR	POSTED	G	12/28/2021
0-100.01	12/30/2021	SERV-CHG		utility app cc fee	2.00CR	POSTED	G	12/31/2021
TOTALS FOR ACCOUNT 0-100.01				CHECK TOTAL:	642,879.11CR			
				DEPOSIT TOTAL:	936,963.71			
				INTEREST TOTAL:	839.48			
				MISCELLANEOUS TOTAL:	296,144.86			
				SERVICE CHARGE TOTAL:	4,855.99CR			
				EFT TOTAL:	801,927.11CR			
				BANK-DRAFT TOTAL:	0.00			
TOTALS FOR POOLED CASH				CHECK TOTAL:	642,879.11CR			
				DEPOSIT TOTAL:	936,963.71			
				INTEREST TOTAL:	839.48			
				MISCELLANEOUS TOTAL:	296,144.86			
				SERVICE CHARGE TOTAL:	4,855.99CR			
				EFT TOTAL:	801,927.11CR			
				BANK-DRAFT TOTAL:	0.00			

	NUMBER#	TOTAL ARREARS	TOTAL CURRENT	TOTAL BALANCE	ACTIVE ACCOUNT RECONCILIATION
ACTIVE ACCOUNTS:	3,227	22,123.44	824,326.15	846,449.59	NEW ACCOUNTS: 47
DISCONNECTED ACCTS:	33	4,151.33	2,052.48	6,203.81	DISCONNECT--NO TRF: 29
FINALED ACCOUNTS:	212	23,336.63		23,336.63	DISCONNECT-TRANSFER: 4
INACTIVE ACCOUNTS:	8,349	0.00		0.00	

GRAND TOTALS 11,821 49,611.40 826,378.63 875,990.03

CALCULATION SUMMARY

TOTAL CHARGES:	830,428.63
DEPOSIT RETURNS:	4,050.00CR
TOTAL CURRENT:	826,378.63

===== SERVICE CATEGORY TOTALS =====

CATEGORY	NUMBER	TOTAL NET	FUEL-ADJ	TOTAL TAX	TAXABLE	BILLED CONSUMPTION	UNBILLED CONSUMPTION	TOTAL CONSUMPTION
GR GARBAGE	3493	114,340.72	0.00	8,134.55	98,682.82			
GS GAS	1821	174,147.38	140,690.40	2,882.23	88,364.90	75,190.0000	1	75,191.0000
MS MISCELLANEOU	93	1,858.58	0.00	0.00	0.00			
PF VOLUNTARY PA	42	86.00	0.00	0.00	0.00			
SDF ST & DRAINAG	3077	51,492.74	0.00	0.00	0.00			
SW SEWER	5838	158,176.84	0.00	0.00	0.00	179,016.1000		179,016.1000
WA WATER	6250	178,941.50	0.00	0.00	0.00	237,963.0000	240	238,203.0000
AMP AVG MTH PMT	25	322.31CR		AMP RESERVE:	2,192.17			

TOTALS 678,721.45 140,690.40 11,016.78 187,047.72

===== REVENUE CODE TOTALS =====

R/C DESCRIPTION	G/L ACCOUNT#	AMOUNT
SERVICES:		
100-GARBAGE	100-0-310.00	114,340.72
200-WATER SERVICE	200-0-310.00	165,353.19
210-UTILITY CAPITAL IMPROV.FE	210-0-310.00	13,588.31
300-GAS SERVICE	300-0-310.00	94,896.18
350-FUEL FACTOR	300-0-310.00	219,941.60
400-SEWER	400-0-310.00	135,753.48
401-UTILITY CAPITAL IMPROV.FE	210-0-310.00	22,423.36
550-ST & DRAINAGE FEE	100-0-310.00	51,492.74
562-VOLUNTARY PARK FUND	100-0-310.00	42.00
563-VOLUNTARY FIRE FUND	100-0-310.00	44.00
601-OTC - WATER	200-0-310.00	90.00
602-OTC - GAS	300-0-310.00	0.00
606-OTC-GARBAGE	100-0-310.00	0.00
TAX:		
500-GAS 1.5% SALES TAX	300-0-310.00	974.75
501-GAS TAX 8.25%	300-0-310.00	1,779.92
503-6.75% GAS TAX IND OUSTIDE	300-0-310.00	127.56
504-8.25% GARBAGE SALES TAX	100-0-310.00	8,134.55
CONTRACTS:		

===== R E V E N U E C O D E T O T A L S =====

** (CONTINUED) **

R/C DESCRIPTION	G/L ACCOUNT#	AMOUNT
703-WATER CONTRACTS	200-0-310.00	1,162.62
714-PUBLIC NUIS. CONTRACT	100-0-310.00	50.00
715-STREET MAINT CONTRACT	100-0-310.00	555.96
AMP:		
995-AMP	200-1-108.03	322.31CR
R/C TOTALS		830,428.63

===== R A T E T A B L E T O T A L S =====

CAT	CODE	TBL	DESCRIPTION	SCHED	NO#	TOTAL NET	FUEL-ADJ	TOTAL TAX	TAXABLE	CONSUMPTION	MLT.
GR	100	A	COMMERCIAL HAND PU	A	118	4,768.17	0.00	275.32	3,341.80		50
GR	100	B2	COMM 2 YD CONTAINER	B2	25	1,664.27	0.00	109.38	1,326.52		
GR	100	B3	COMM 3 YD CONTAINER	B3	30	3,844.82	0.00	217.27	2,634.10		2
GR	100	B4	COMM 4 YD CONTAINER	B4	13	2,201.12	0.00	170.79	2,070.21		
GR	100	B6	COMM 6 YD CONTAINER	B6	48	14,474.37	0.00	968.06	11,733.28		3
GR	100	B8	COMM 8 YD CONTAINER	B8	49	25,934.97	0.00	1,427.11	17,299.28		6
GR	100	C	RESIDENTIAL	C	2608	55,561.26	0.00	4,492.52	54,532.26		49
GR	100	E	GARBAGE -EXPLICIT	E	17	374.28	0.00	29.07	352.50		
GR	100	LOC	LOCKING DEVICE	LOCK	35	271.32	0.00	15.93	192.78		3
GR	100	PC2	EXTRA POLY CART	PC2	550	5,246.14	0.00	429.10	5,200.09		23
GS	300	2	GAS-IND.OUT 400-1000	2	1	2,283.05	2,940.20	0.00	0.00	482.0000	
GS	300	A	GAS -A RES INSIDE	A	1632	37,507.23	28,846.90	972.80	64,769.67	4,729.0000	2
GS	300	ATR	GAS -ATMOS TRANSPORT	ATR	3	13,121.92	0.00	0.00	0.00	12,992.0000	
GS	300	B	GAS -B RES OUTSIDE	B	2	81.70	48.80	1.95	130.50	8.0000	
GS	300	C	GAS -C COM INSIDE	C	124	8,273.96	10,858.00	1,435.50	17,400.11	1,780.0000	
GS	300	CA	GAS -CENTURY ASPHALT	GAS	1	5,367.11	21,673.30	0.00	0.00	3,553.0000	
GS	300	CCH	GAS -COMODITY CHARGE	CCH	3	1,299.20	0.00	0.00	0.00	12,992.0000	
GS	300	CIT	GAS -CITY USEAGE	CITY	9	0.00	0.00	0.00	0.00	149.0000	
GS	300	CTR	GAS -CITY TRANSPORT	CTR	3	2,338.56	0.00	0.00	0.00	12,992.0000	
GS	300	D	GAS -IND.IN 400-1000	D	1	1,581.18	2,501.00	336.78	4,082.18	410.0000	
GS	300	E	GAS -E SCHOOLS	E	6	5,286.38	8,393.60	0.00	0.00	1,376.0000	
GS	300	F	GAS -IND OUTSIDE	F	2	28,541.54	62,891.00	0.00	0.00	10,310.0000	
GS	300	FCO	GAS -FUEL COST-GRANT	FCO	3	66,129.28	0.00	0.00	0.00	12,992.0000	
GS	300	G	GAS -COM OUTSIDE	G	2	64.42	30.50	6.40	94.92	5.0000	
GS	300	H	GAS-S.IND.OUT 0-399	H	5	2,215.90	2,470.50	121.16	1,794.97	405.0000	
GS	300	IND	GAS-S.IND.IN 0-399	IND	3	55.95	36.60	7.64	92.55	6.0000	
GS	300	Z	GAS ZERO CHARGE	Z	21	0.00	0.00	0.00	0.00	9.0000	
MS	600	G	OTC - GAS	G	48	0.00	0.00	0.00	0.00		
MS	600	GAR	ONE TIME CHARGES -	GAR	1	0.00	0.00	0.00	0.00		
MS	600	W	OTC - WATER	W	4	90.00	0.00	0.00	0.00		
MS	700	PNF	PUBLIC NUISANCE FEE	PNF	1	50.00	0.00	0.00	0.00		
MS	700	STM	STREET MNT CONTRACT	STD	9	555.96	0.00	0.00	0.00		
MS	700	WTR	WATER CONTRACTS	WTR	30	1,162.62	0.00	0.00	0.00		
PF	562	\$25	\$23.00 VOL PARK FUND	\$25	1	23.00	0.00	0.00	0.00		

BOOK:

===== R A T E T A B L E T O T A L S =====
 ** (CONTINUED) **

CAT	CODE	TBL	DESCRIPTION	SCHED	NO#	TOTAL NET	FUEL-ADJ	TOTAL TAX	TAXABLE	CONSUMPTION	MLT.
PF	562	1.0	\$1.00 VOL PARK FUND	1.0	19	19.00	0.00	0.00	0.00		
PF	563	\$23	VOLUNTARY FIRE FUND	\$23	1	23.00	0.00	0.00	0.00		
PF	563	1.0	\$1.00 VOL FIRE FUND	1.0	21	21.00	0.00	0.00	0.00		
SDF	500	CI	ST & DR FEE-C I	CI	291	5,420.50	0.00	0.00	0.00		2
SDF	500	CO	ST & DR FEE-C O	CO	6	111.00	0.00	0.00	0.00		
SDF	500	IN	ST & DR FEE-I N	IN	10	235.00	0.00	0.00	0.00		
SDF	500	INO	ST & DR FEE- I N O	INO	19	446.50	0.00	0.00	0.00		
SDF	500	RES	ST & DR FEE - INSIDE	RES	2751	45,279.74	0.00	0.00	0.00		274
SW	400	A	RESIDENTIAL INSIDE	A	2579	80,977.72	0.00	0.00	0.00	111,579.1000	
SW	400	AH	SEWER -AIRPORT HANGA	AH	2	50.04	0.00	0.00	0.00	1.0000	
SW	400	AHC	SEWER - AIRPORT	AHC	1	41.26	0.00	0.00	0.00		
SW	400	C	COMMERCIAL INSIDE	C	260	22,812.21	0.00	0.00	0.00	31,499.0000	
SW	400	D	COMMERCIAL OUTSIDE	D	5	335.14	0.00	0.00	0.00	102.0000	
SW	400	E	INDUSTRIAL INSIDE	E	20	8,247.28	0.00	0.00	0.00	11,519.0000	
SW	400	I	IND OUT SEWER ONLY	I	2	2,132.12	0.00	0.00	0.00	2,420.0000	
SW	400	J	RES OUT-SEWER ONLY	J	1	417.46	0.00	0.00	0.00	919.0000	
SW	400	L	SEWER -MULTI UNIT	L	24	13,473.89	0.00	0.00	0.00	20,977.0000	387
SW	400	SCH	SEWER SURCHARGE	SCH	1	4,959.66	0.00	0.00	0.00		
SW	400	SSC	SEWER SURCHARGE	SSC	4	2,306.70	0.00	0.00	0.00		
SW	401	CIN	UCIF-SEWER-COM IN	CIN	261	1,957.50	0.00	0.00	0.00		
SW	401	COU	UCIF-SEWER-COM OUT	COU	5	52.50	0.00	0.00	0.00		
SW	401	IIN	UCIF-SEWER-IND IN	IIN	17	340.00	0.00	0.00	0.00		
SW	401	IOU	UCIF-SEWER-IND OUT	IOU	2	60.00	0.00	0.00	0.00		
SW	401	MU	UCIF-SEWER-MULTI UNI	MU	21	336.00	0.00	0.00	0.00		
SW	401	RIN	UCIF-SEWER -RES IN	RIN	2632	19,669.86	0.00	0.00	0.00		
SW	401	ROU	UCIF-SEWER -RES OUT	ROU	1	7.50	0.00	0.00	0.00		
WA	200	A	WATER -RES INSIDE	A	2713	118,002.20	0.00	0.00	0.00	138,907.0000	
WA	200	AH	WTR -AIRPORT HANGAR	AH	4	61.17	0.00	0.00	0.00	3.0000	
WA	200	AHC	WTR -AIRPORT HANGAR	AHC	1	31.52	0.00	0.00	0.00	6.0000	
WA	200	B	WATER - RES OUTSIDE	B	1	63.97	0.00	0.00	0.00	49.0000	
WA	200	C	WATER -COM INSIDE	C	284	25,803.90	0.00	0.00	0.00	34,490.0000	2
WA	200	CIT	WATER -CITY USEAGE	CITY	49	0.00	0.00	0.00	0.00	30,654.0000	
WA	200	D	WATER -COM OUTSIDE	D	6	393.72	0.00	0.00	0.00	173.0000	
WA	200	E	WATER -IND INSIDE	E	8	1,414.43	0.00	0.00	0.00	2,129.0000	
WA	200	F	WATER -IND OUTSIDE	F	19	10,457.84	0.00	0.00	0.00	11,906.0000	
WA	200	F-3	WATER-IRRIGATION-CI	F-3	1	1,333.33	0.00	0.00	0.00	2,558.0000	
WA	200	INT	WATER - INTER SCHOOL	INT	1	227.46	0.00	0.00	0.00	446.0000	
WA	200	K	WATER -NURSING HOME	K	3	2,104.08	0.00	0.00	0.00	4,037.0000	
WA	200	NIS	MAIN METER-INT SCHOO	C	1	509.17	0.00	0.00	0.00	942.0000	
WA	200	S	WATER -SEWER METERS	S	49	4,950.40	0.00	0.00	0.00	8,254.0000	
WA	200	X	WATER -ZERO CHG	X	13	0.00	0.00	0.00	0.00	3,409.0000	
WA	202	4	EXPLICIT WATER	4	1	0.00	0.00	0.00	0.00		
WA	203	1"	UCIF-WATER -1"	1"	81	510.00	0.00	0.00	0.00		4
WA	203	2"	UCIF-WATER -2"	2"	101	1,332.00	0.00	0.00	0.00		10
WA	203	3"	UCIF-WATER -3"	3"	1	16.00	0.00	0.00	0.00		
WA	203	3/4	UCIF-WATER -3/4"	3/4	2907	11,606.31	0.00	0.00	0.00		6

===== R A T E T A B L E T O T A L S =====
** (CONTINUED) **

CAT	CODE	TBL	DESCRIPTION	SCHED	NO#	TOTAL NET	FUEL-ADJ	TOTAL TAX	TAXABLE	CONSUMPTION	MLT.
WA	203	4"	UCIF-WATER -4"	4"	5	100.00	0.00	0.00	0.00		
WA	203	6"	UCIF-WATER -6"	6"	1	24.00	0.00	0.00	0.00		
TOTALS						679,043.76	140,690.40	11,016.78	187,047.72		

=== F U E L A D J U S T M E N T C O D E T O T A L S ===

CODE	DESCRIPTION	CONSUMPTION	FUEL FACTOR	AMOUNT
GASFF	GAS FUEL FACTOR	23,064.0000	6.10000000	140,690.40
FUEL FACTOR TOTALS		23,064.0000		140,690.40

===== M E T E R G R O U P T O T A L S =====

CODE	DESCRIPTION	BILLED CONSUMPTION	UNBILLED CONSUMPTION	TOTAL CONSUMPTION	DEMAND CONSUMPTION
W	WATER METERS	237,963.0000	240.000	238,203.0000	
G	GAS METERS	75,190.0000	1.000	75,191.0000	

===== R E F U N D E D D E P O S I T T O T A L S =====

CODE	DESCRIPTION	NUMBER	AMOUNT
200	WATER DEPOSIT	24	2,600.00CR
300	GAS DEPOSIT	14	1,450.00CR
DEPOSIT TOTALS		38	4,050.00CR

===== CUSTOMER CLASS TOTALS =====

CLASS	SERV	RATE							
CAT	CODE	TABLE	DESCRIPTION	NUMBER	TOTAL NET	FUEL-ADJ	TAXABLE	TOTAL TAX	CONSUMPTION
A	GR	100 A	COMMERCIAL HAND PU	6	1,289.23	0.00	45.18	3.72	
A	GR	100 B2	COMM 2 YD CONTAINER	3	202.65	0.00	0.00	0.00	
A	GR	100 B3	COMM 3 YD CONTAINER	5	1,039.15	0.00	360.08	29.71	
A	GR	100 B4	COMM 4 YD CONTAINER	1	130.91	0.00	130.91	10.80	
A	GR	100 B6	COMM 6 YD CONTAINER	4	1,649.18	0.00	1,649.18	136.06	
A	GR	100 B8	COMM 8 YD CONTAINER	3	1,609.74	0.00	1,381.86	114.00	
A	GR	100 C	RESIDENTIAL	2602	55,441.36	0.00	54,412.36	4,482.64	
A	GR	100 E	GARBAGE -EXPLICIT	1	22.59	0.00	22.59	1.86	
A	GR	100 LOC	LOCKING DEVICE	5	35.70	0.00	7.14	0.59	
A	GR	100 PC2	EXTRA POLY CART	550	5,246.14	0.00	5,200.09	429.10	
			** CATEGORY TOTAL **	GR	66,666.65	0.00	63,209.39	5,208.48	
A	GS	300 A	GAS -A RES INSIDE	1627	36,729.62	27,700.10	62,845.26	943.94	4,541.0000
A	GS	300 Z	GAS ZERO CHARGE	16	0.00	0.00	0.00	0.00	9.0000
			** CATEGORY TOTAL **	GS	36,729.62	27,700.10	62,845.26	943.94	4,550.0000
A	MS	600 G	OTC - GAS	45	0.00	0.00	0.00	0.00	
A	MS	600 W	OTC - WATER	4	90.00	0.00	0.00	0.00	
A	MS	700 PNF	PUBLIC NUISANCE FEE	1	50.00	0.00	0.00	0.00	
A	MS	700 STM	STREET MNT CONTRACT	9	555.96	0.00	0.00	0.00	
A	MS	700 WTR	WATER CONTRACTS	28	1,007.62	0.00	0.00	0.00	
			** CATEGORY TOTAL **	MS	1,703.58	0.00	0.00	0.00	
A	PF	562 \$25	\$23.00 VOL PARK FUND	1	23.00	0.00	0.00	0.00	
A	PF	562 1.0	\$1.00 VOL PARK FUND	14	14.00	0.00	0.00	0.00	
A	PF	563 1.0	\$1.00 VOL FIRE FUND	16	16.00	0.00	0.00	0.00	
			** CATEGORY TOTAL **	PF	53.00	0.00	0.00	0.00	
A	SDF	500 CI	ST & DR FEE-C I	6	148.00	0.00	0.00	0.00	
A	SDF	500 IN	ST & DR FEE-I N	1	23.50	0.00	0.00	0.00	
A	SDF	500 RES	ST & DR FEE - INSIDE	2745	45,194.09	0.00	0.00	0.00	
			** CATEGORY TOTAL **	SDF	45,365.59	0.00	0.00	0.00	
A	SW	400 A	RESIDENTIAL INSIDE	2577	80,932.53	0.00	0.00	0.00	111,579.1000
A	SW	400 L	SEWER -MULTI UNIT	21	12,285.02	0.00	0.00	0.00	16,940.0000
A	SW	400 SCH	SEWER SURCHARGE	1	4,959.66	0.00	0.00	0.00	
A	SW	401 MU	UCIF-SEWER-MULTI UNI	18	288.00	0.00	0.00	0.00	
A	SW	401 RIN	UCIF-SEWER -RES IN	2625	19,619.54	0.00	0.00	0.00	
			** CATEGORY TOTAL **	SW	118,084.75	0.00	0.00	0.00	128,519.1000
A	WA	200 A	WATER -RES INSIDE	2712	117,951.72	0.00	0.00	0.00	138,843.0000
A	WA	200 C	WATER -COM INSIDE	1	28.75	0.00	0.00	0.00	
A	WA	200 S	WATER -SEWER METERS	21	532.59	0.00	0.00	0.00	419.0000
A	WA	200 X	WATER -ZERO CHG	4	0.00	0.00	0.00	0.00	
A	WA	202 4	EXPLICIT WATER	1	0.00	0.00	0.00	0.00	
A	WA	203 1"	UCIF-WATER -1"	20	126.00	0.00	0.00	0.00	
A	WA	203 2"	UCIF-WATER -2"	27	336.00	0.00	0.00	0.00	
A	WA	203 3/4	UCIF-WATER -3/4"	2710	10,807.47	0.00	0.00	0.00	
			** CATEGORY TOTAL **	WA	129,782.53	0.00	0.00	0.00	139,262.0000
			** CLASS TOTAL **	A	398,385.72	27,700.10	126,054.65	6,152.42	

===== CUSTOMER CLASS TOTALS =====

CLASS	SERV	RATE		DESCRIPTION	NUMBER	TOTAL NET	FUEL-ADJ	TAXABLE	TOTAL TAX	CONSUMPTION
	CAT	CODE	TABLE							
AH	GR	100	A	COMMERCIAL HAND PU	1	22.59	0.00	22.59	1.86	
AH	GR	100	B2	COMM 2 YD CONTAINER	1	67.55	0.00	67.55	5.57	
				** CATEGORY TOTAL **	GR	90.14	0.00	90.14	7.43	
AH	SDF	500	CI	ST & DR FEE-C I	4	74.00	0.00	0.00	0.00	
AH	SDF	500	RES	ST & DR FEE - INSIDE	1	15.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SDF	89.00	0.00	0.00	0.00	
AH	SW	400	AH	SEWER -AIRPORT HANGA	2	50.04	0.00	0.00	0.00	1.0000
AH	SW	400	AHC	SEWER - AIRPORT	1	41.26	0.00	0.00	0.00	
AH	SW	401	CIN	UCIF-SEWER-COM IN	1	7.50	0.00	0.00	0.00	
AH	SW	401	RIN	UCIF-SEWER -RES IN	1	7.50	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SW	106.30	0.00	0.00	0.00	1.0000
AH	WA	200	AH	WTR -AIRPORT HANGAR	4	61.17	0.00	0.00	0.00	3.0000
AH	WA	200	AHC	WTR -AIRPORT HANGAR	1	31.52	0.00	0.00	0.00	6.0000
AH	WA	203	1"	UCIF-WATER -1"	1	6.00	0.00	0.00	0.00	
AH	WA	203	3/4	UCIF-WATER -3/4"	4	16.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	WA	114.69	0.00	0.00	0.00	9.0000
				** CLASS TOTAL **	AH	400.13	0.00	90.14	7.43	
B	GR	100	C	RESIDENTIAL	4	84.00	0.00	84.00	6.92	
B	GS	300	A	GAS -A RES INSIDE	1	11.89	0.00	11.89	0.18	
B	GS	300	B	GAS -B RES OUTSIDE	2	81.70	48.80	130.50	1.95	8.0000
				** CATEGORY TOTAL **	GS	93.59	48.80	142.39	2.13	8.0000
B	SDF	500	RES	ST & DR FEE - INSIDE	1	15.00	0.00	0.00	0.00	
B	SW	400	A	RESIDENTIAL INSIDE	1	26.43	0.00	0.00	0.00	
B	SW	400	J	RES OUT-SEWER ONLY	1	417.46	0.00	0.00	0.00	919.0000
B	SW	401	RIN	UCIF-SEWER -RES IN	1	7.50	0.00	0.00	0.00	
B	SW	401	ROU	UCIF-SEWER -RES OUT	1	7.50	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SW	458.89	0.00	0.00	0.00	919.0000
B	WA	200	A	WATER -RES INSIDE	1	50.48	0.00	0.00	0.00	64.0000
B	WA	200	B	WATER - RES OUTSIDE	1	63.97	0.00	0.00	0.00	49.0000
B	WA	200	X	WATER -ZERO CHG	1	0.00	0.00	0.00	0.00	919.0000
B	WA	203	2"	UCIF-WATER -2"	1	12.00	0.00	0.00	0.00	
B	WA	203	3/4	UCIF-WATER -3/4"	1	4.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	WA	130.45	0.00	0.00	0.00	1,032.0000
				** CLASS TOTAL **	B	781.93	48.80	226.39	9.05	
C	GR	100	A	COMMERCIAL HAND PU	109	3,411.17	0.00	3,228.85	266.02	
C	GR	100	B2	COMM 2 YD CONTAINER	18	1,191.42	0.00	1,123.87	92.67	
C	GR	100	B3	COMM 3 YD CONTAINER	25	2,805.67	0.00	2,274.02	187.56	

===== CUSTOMER CLASS TOTALS =====

CLASS	SERV	RATE		DESCRIPTION	NUMBER	TOTAL NET	FUEL-ADJ	TAXABLE	TOTAL TAX	CONSUMPTION
	CAT	CODE	TABLE							
C	GR	100	B4	COMM 4 YD CONTAINER	11	1,939.30	0.00	1,808.39	149.19	
C	GR	100	B6	COMM 6 YD CONTAINER	37	10,390.54	0.00	9,421.14	777.30	
C	GR	100	B8	COMM 8 YD CONTAINER	32	13,381.58	0.00	13,381.58	1,103.91	
C	GR	100	C	RESIDENTIAL	1	14.90	0.00	14.90	1.23	
C	GR	100	E	GARBAGE -EXPLICIT	16	351.69	0.00	329.91	27.21	
C	GR	100	LOC	LOCKING DEVICE	26	185.64	0.00	178.50	14.75	
				** CATEGORY TOTAL **	GR	33,671.91	0.00	31,761.16	2,619.84	
C	GS	300	A	GAS -A RES INSIDE	1	65.37	85.40	150.77	2.26	14.0000
C	GS	300	C	GAS -C COM INSIDE	121	7,756.97	10,089.40	17,400.11	1,435.50	1,654.0000
C	GS	300	Z	GAS ZERO CHARGE	5	0.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	GS	7,822.34	10,174.80	17,550.88	1,437.76	1,668.0000
C	MS	600	G	OTC - GAS	3	0.00	0.00	0.00	0.00	
C	MS	600	GAR	ONE TIME CHARGES -	1	0.00	0.00	0.00	0.00	
C	MS	700	WTR	WATER CONTRACTS	2	155.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	MS	155.00	0.00	0.00	0.00	
C	PF	562	1.0	\$1.00 VOL PARK FUND	2	2.00	0.00	0.00	0.00	
C	PF	563	\$23	VOLUNTARY FIRE FUND	1	23.00	0.00	0.00	0.00	
C	PF	563	1.0	\$1.00 VOL FIRE FUND	2	2.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	PF	27.00	0.00	0.00	0.00	
C	SDF	500	CI	ST & DR FEE-C I	270	4,995.00	0.00	0.00	0.00	
C	SDF	500	IN	ST & DR FEE-I N	1	23.50	0.00	0.00	0.00	
C	SDF	500	RES	ST & DR FEE - INSIDE	1	10.65	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SDF	5,029.15	0.00	0.00	0.00	
C	SW	400	A	RESIDENTIAL INSIDE	1	18.76	0.00	0.00	0.00	
C	SW	400	C	COMMERCIAL INSIDE	249	20,490.91	0.00	0.00	0.00	26,847.0000
C	SW	400	SSC	SEWER SURCHARGE	1	1,493.95	0.00	0.00	0.00	
C	SW	401	CIN	UCIF-SEWER-COM IN	246	1,845.00	0.00	0.00	0.00	
C	SW	401	RIN	UCIF-SEWER -RES IN	5	35.32	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SW	23,883.94	0.00	0.00	0.00	26,847.0000
C	WA	200	C	WATER -COM INSIDE	270	23,244.10	0.00	0.00	0.00	30,260.0000
C	WA	200	S	WATER -SEWER METERS	22	903.76	0.00	0.00	0.00	1,122.0000
C	WA	200	X	WATER -ZERO CHG	5	0.00	0.00	0.00	0.00	70.0000
C	WA	203	1"	UCIF-WATER -1"	51	324.00	0.00	0.00	0.00	
C	WA	203	2"	UCIF-WATER -2"	48	612.00	0.00	0.00	0.00	
C	WA	203	3/4"	UCIF-WATER -3/4"	182	738.84	0.00	0.00	0.00	
C	WA	203	4"	UCIF-WATER -4"	1	20.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	WA	25,842.70	0.00	0.00	0.00	31,452.0000
				** CLASS TOTAL **	C	96,432.04	10,174.80	49,312.04	4,057.60	
D	GS	300	G	GAS -COM OUTSIDE	2	64.42	30.50	94.92	6.40	5.0000
D	SDF	500	CO	ST & DR FEE-C O	6	111.00	0.00	0.00	0.00	

===== CUSTOMER CLASS TOTALS =====

CLASS	SERV	RATE	DESCRIPTION	NUMBER	TOTAL NET	FUEL-ADJ	TAXABLE	TOTAL TAX	CONSUMPTION
CAT	CODE	TABLE							
D	SW	400 D	COMMERCIAL OUTSIDE	5	335.14	0.00	0.00	0.00	102.0000
D	SW	401 COU	UCIF-SEWER-COM OUT	5	52.50	0.00	0.00	0.00	
			** CATEGORY TOTAL **	SW	387.64	0.00	0.00	0.00	102.0000
D	WA	200 D	WATER -COM OUTSIDE	6	393.72	0.00	0.00	0.00	173.0000
D	WA	200 S	WATER -SEWER METERS	1	18.13	0.00	0.00	0.00	6.0000
D	WA	203 1"	UCIF-WATER -1"	1	6.00	0.00	0.00	0.00	
D	WA	203 2"	UCIF-WATER -2"	3	48.00	0.00	0.00	0.00	
D	WA	203 3/4"	UCIF-WATER -3/4"	2	8.00	0.00	0.00	0.00	
			** CATEGORY TOTAL **	WA	473.85	0.00	0.00	0.00	179.0000
			** CLASS TOTAL **	D	1,036.91	30.50	94.92	6.40	
E	GR	100 A	COMMERCIAL HAND PU	1	22.59	0.00	22.59	1.86	
E	GR	100 B2	COMM 2 YD CONTAINER	2	135.10	0.00	67.55	5.57	
E	GR	100 B6	COMM 6 YD CONTAINER	4	830.07	0.00	662.96	54.70	
			** CATEGORY TOTAL **	GR	987.76	0.00	753.10	62.13	
E	GS	300 CA	GAS -CENTURY ASPHALT	1	5,367.11	21,673.30	0.00	0.00	3,553.0000
E	GS	300 D	GAS -IND.IN 400-1000	1	1,581.18	2,501.00	4,082.18	336.78	410.0000
E	GS	300 IND	GAS-S.IND.IN 0-399	3	55.95	36.60	92.55	7.64	6.0000
			** CATEGORY TOTAL **	GS	7,004.24	24,210.90	4,174.73	344.42	3,969.0000
E	PF	562 1.0	\$1.00 VOL PARK FUND	3	3.00	0.00	0.00	0.00	
E	PF	563 1.0	\$1.00 VOL FIRE FUND	3	3.00	0.00	0.00	0.00	
			** CATEGORY TOTAL **	PF	6.00	0.00	0.00	0.00	
E	SDF	500 IN	ST & DR FEE-I N	7	164.50	0.00	0.00	0.00	
E	SDF	500 INO	ST & DR FEE- I N O	1	23.50	0.00	0.00	0.00	
			** CATEGORY TOTAL **	SDF	188.00	0.00	0.00	0.00	
E	SW	400 E	INDUSTRIAL INSIDE	5	1,016.02	0.00	0.00	0.00	987.0000
E	SW	400 SSC	SEWER SURCHARGE	1	750.00	0.00	0.00	0.00	
E	SW	401 CIN	UCIF-SEWER-COM IN	1	7.50	0.00	0.00	0.00	
E	SW	401 IIN	UCIF-SEWER-IND IN	4	80.00	0.00	0.00	0.00	
			** CATEGORY TOTAL **	SW	1,853.52	0.00	0.00	0.00	987.0000
E	WA	200 E	WATER -IND INSIDE	8	1,414.43	0.00	0.00	0.00	2,129.0000
E	WA	200 S	WATER -SEWER METERS	2	1,548.41	0.00	0.00	0.00	2,977.0000
E	WA	200 X	WATER -ZERO CHG	1	0.00	0.00	0.00	0.00	
E	WA	203 1"	UCIF-WATER -1"	2	12.00	0.00	0.00	0.00	
E	WA	203 2"	UCIF-WATER -2"	4	72.00	0.00	0.00	0.00	
E	WA	203 3/4"	UCIF-WATER -3/4"	1	4.00	0.00	0.00	0.00	
E	WA	203 4"	UCIF-WATER -4"	1	20.00	0.00	0.00	0.00	
			** CATEGORY TOTAL **	WA	3,070.84	0.00	0.00	0.00	5,106.0000
			** CLASS TOTAL **	E	13,110.36	24,210.90	4,927.83	406.55	

===== CUSTOMER CLASS TOTALS =====

CLASS	SERV	RATE		DESCRIPTION	NUMBER	TOTAL NET	FUEL-ADJ	TAXABLE	TOTAL TAX	CONSUMPTION
	CAT	CODE	TABLE							
F	GR	100	A	COMMERCIAL HAND PU	1	22.59	0.00	22.59	1.86	
F	GR	100	B2	COMM 2 YD CONTAINER	1	67.55	0.00	67.55	5.57	
F	GR	100	B4	COMM 4 YD CONTAINER	1	130.91	0.00	130.91	10.80	
F	GR	100	B8	COMM 8 YD CONTAINER	1	227.88	0.00	227.88	18.80	
				** CATEGORY TOTAL **	GR	448.93	0.00	448.93	37.03	
F	GS	300	2	GAS-IND.OUT 400-1000	1	2,283.05	2,940.20	0.00	0.00	482.0000
F	GS	300	ATR	GAS -ATMOS TRANSPORT	3	13,121.92	0.00	0.00	0.00	12,992.0000
F	GS	300	CCH	GAS -COMODITY CHARGE	3	1,299.20	0.00	0.00	0.00	12,992.0000
F	GS	300	CTR	GAS -CITY TRANSPORT	3	2,338.56	0.00	0.00	0.00	12,992.0000
F	GS	300	F	GAS -IND OUTSIDE	2	28,541.54	62,891.00	0.00	0.00	10,310.0000
F	GS	300	FCO	GAS -FUEL COST-GRANT	3	66,129.28	0.00	0.00	0.00	12,992.0000
F	GS	300	H	GAS-S.IND.OUT 0-399	5	2,215.90	2,470.50	1,794.97	121.16	405.0000
				** CATEGORY TOTAL **	GS	115,929.45	68,301.70	1,794.97	121.16	63,165.0000
F	SDF	500	IN	ST & DR FEE-I N	1	23.50	0.00	0.00	0.00	
F	SDF	500	INO	ST & DR FEE- I N O	18	423.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SDF	446.50	0.00	0.00	0.00	
F	SW	400	E	INDUSTRIAL INSIDE	15	7,231.26	0.00	0.00	0.00	10,532.0000
F	SW	400	I	IND OUT SEWER ONLY	2	2,132.12	0.00	0.00	0.00	2,420.0000
F	SW	400	SSC	SEWER SURCHARGE	2	62.75	0.00	0.00	0.00	
F	SW	401	CIN	UCIF-SEWER-COM IN	2	15.00	0.00	0.00	0.00	
F	SW	401	IIN	UCIF-SEWER-IND IN	13	260.00	0.00	0.00	0.00	
F	SW	401	IOU	UCIF-SEWER-IND OUT	2	60.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SW	9,761.13	0.00	0.00	0.00	12,952.0000
F	WA	200	F	WATER -IND OUTSIDE	19	10,457.84	0.00	0.00	0.00	11,906.0000
F	WA	200	F-3	WATER-IRRIGATION-CI	1	1,333.33	0.00	0.00	0.00	2,558.0000
F	WA	200	X	WATER -ZERO CHG	2	0.00	0.00	0.00	0.00	2,420.0000
F	WA	203	1"	UCIF-WATER -1"	3	18.00	0.00	0.00	0.00	
F	WA	203	2"	UCIF-WATER -2"	9	120.00	0.00	0.00	0.00	
F	WA	203	3/4"	UCIF-WATER -3/4"	6	24.00	0.00	0.00	0.00	
F	WA	203	4"	UCIF-WATER -4"	1	20.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	WA	11,973.17	0.00	0.00	0.00	16,884.0000
				** CLASS TOTAL **	F	138,559.18	68,301.70	2,243.90	158.19	
G	GR	100	B6	COMM 6 YD CONTAINER	1	328.74	0.00	0.00	0.00	
G	GR	100	B8	COMM 8 YD CONTAINER	10	8,407.81	0.00	0.00	0.00	
G	GR	100	LOC	LOCKING DEVICE	2	35.70	0.00	0.00	0.00	
				** CATEGORY TOTAL **	GR	8,772.25	0.00	0.00	0.00	
G	GS	300	C	GAS -C COM INSIDE	1	206.71	311.10	0.00	0.00	51.0000
G	GS	300	E	GAS -E SCHOOLS	6	5,286.38	8,393.60	0.00	0.00	1,376.0000
				** CATEGORY TOTAL **	GS	5,493.09	8,704.70	0.00	0.00	1,427.0000
G	SDF	500	CI	ST & DR FEE-C I	7	129.50	0.00	0.00	0.00	

===== CUSTOMER CLASS TOTALS =====

CLASS	SERV	RATE		DESCRIPTION	NUMBER	TOTAL NET	FUEL-ADJ	TAXABLE	TOTAL TAX	CONSUMPTION
	CAT	CODE	TABLE							
G	SW	400	C	COMMERCIAL INSIDE	7	1,765.19	0.00	0.00	0.00	3,638.0000
G	SW	401	CIN	UCIF-SEWER-COM IN	7	52.50	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SW	1,817.69	0.00	0.00	0.00	3,638.0000
G	WA	200	C	WATER -COM INSIDE	9	1,898.91	0.00	0.00	0.00	3,216.0000
G	WA	200	CIT	WATER -CITY USEAGE	1	0.00	0.00	0.00	0.00	
G	WA	200	INT	WATER - INTER SCHOOL	1	227.46	0.00	0.00	0.00	446.0000
G	WA	200	NIS	MAIN METER-INT SCHOO	1	509.17	0.00	0.00	0.00	942.0000
G	WA	200	S	WATER -SEWER METERS	1	15.07	0.00	0.00	0.00	
G	WA	203	1"	UCIF-WATER -1"	1	6.00	0.00	0.00	0.00	
G	WA	203	2"	UCIF-WATER -2"	4	60.00	0.00	0.00	0.00	
G	WA	203	3"	UCIF-WATER -3"	1	16.00	0.00	0.00	0.00	
G	WA	203	4"	UCIF-WATER -4"	2	40.00	0.00	0.00	0.00	
G	WA	203	6"	UCIF-WATER -6"	1	24.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	WA	2,796.61	0.00	0.00	0.00	4,604.0000
				** CLASS TOTAL **	G	19,009.14	8,704.70	0.00	0.00	
H	GR	100	B6	COMM 6 YD CONTAINER	2	1,275.84	0.00	0.00	0.00	
H	GR	100	LOC	LOCKING DEVICE	1	7.14	0.00	0.00	0.00	
				** CATEGORY TOTAL **	GR	1,282.98	0.00	0.00	0.00	
H	GS	300	C	GAS -C COM INSIDE	2	310.28	457.50	0.00	0.00	75.0000
H	SDF	500	CI	ST & DR FEE-C I	4	74.00	0.00	0.00	0.00	
H	SW	400	C	COMMERCIAL INSIDE	4	556.11	0.00	0.00	0.00	1,014.0000
H	SW	401	CIN	UCIF-SEWER-COM IN	4	30.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SW	586.11	0.00	0.00	0.00	1,014.0000
H	WA	200	C	WATER -COM INSIDE	4	632.14	0.00	0.00	0.00	1,014.0000
H	WA	200	S	WATER -SEWER METERS	1	73.21	0.00	0.00	0.00	114.0000
H	WA	203	1"	UCIF-WATER -1"	2	12.00	0.00	0.00	0.00	
H	WA	203	2"	UCIF-WATER -2"	2	24.00	0.00	0.00	0.00	
H	WA	203	3/4	UCIF-WATER -3/4"	1	4.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	WA	745.35	0.00	0.00	0.00	1,128.0000
				** CLASS TOTAL **	H	2,998.72	457.50	0.00	0.00	
I	GR	100	C	RESIDENTIAL	1	21.00	0.00	21.00	1.73	
				** CLASS TOTAL **	I	21.00	0.00	21.00	1.73	
J	GS	300	CIT	GAS -CITY USEAGE	9	0.00	0.00	0.00	0.00	149.0000
J	WA	200	CIT	WATER -CITY USEAGE	48	0.00	0.00	0.00	0.00	30,654.0000
				** CLASS TOTAL **	J	0.00	0.00	0.00	0.00	

1/03/2022 1:50 PM
DATES: 12/01/2021 THRU 12/31/2021
BOOK:

**** MONTHLY BILLING REPORT ****

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===== CUSTOMER CLASS TOTALS =====

CLASS	SERV	RATE	DESCRIPTION	NUMBER	TOTAL NET	FUEL-ADJ	TAXABLE	TOTAL TAX	CONSUMPTION
	CAT	CODE	TABLE						
K	GR	100	B8	COMM 8 YD CONTAINER	3	2,307.96	0.00	2,307.96	190.40
K	GR	100	LOC	LOCKING DEVICE	1	7.14	0.00	7.14	0.59
				** CATEGORY TOTAL **	GR	2,315.10	0.00	2,315.10	190.99
K	GS	300	A	GAS -A RES INSIDE	3	700.35	1,061.40	1,761.75	26.42
									174.0000
K	SDF	500	RES	ST & DR FEE - INSIDE	3	45.00	0.00	0.00	0.00
K	SW	400	L	SEWER -MULTI UNIT	3	1,188.87	0.00	0.00	0.00
K	SW	401	MU	UCIF-SEWER-MULTI UNI	3	48.00	0.00	0.00	0.00
				** CATEGORY TOTAL **	SW	1,236.87	0.00	0.00	0.00
									4,037.0000
K	WA	200	K	WATER -NURSING HOME	3	2,104.08	0.00	0.00	0.00
K	WA	200	S	WATER -SEWER METERS	1	1,859.23	0.00	0.00	0.00
K	WA	203	2"	UCIF-WATER -2"	3	48.00	0.00	0.00	0.00
				** CATEGORY TOTAL **	WA	4,011.31	0.00	0.00	0.00
									7,653.0000
				** CLASS TOTAL **	K	8,308.63	1,061.40	4,076.85	217.41
				** GRAND TOTALS **		679,043.76	140,690.40	187,047.72	11,016.78

CITY OF NAVASOTA
REVENUE REPORT
AS OF: DECEMBER 31ST, 2021

100-GENERAL
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	7,620,497	774,851.31	1,669,807.69	0.00	5,950,688.98	21.91
COURT FINE AND FEE	93,000	4,431.91	10,781.71	0.00	82,218.29	11.59
DEVELOPMENT SERVICES	151,750	4,898.26	43,167.81	0.00	108,582.19	28.45
CITY UTILITIES	2,034,957	168,615.21	505,192.58	0.00	1,529,764.58	24.83
LIBRARY	28,400	896.78	2,820.03	0.00	25,579.97	9.93
PUBLIC SAFETY	217,523	22,881.49	29,647.19	0.00	187,875.63	13.63
TOURISM	498,100	25,031.50	25,631.50	0.00	472,468.50	5.15
PARKS AND REC	89,050	4,630.96	16,639.01	0.00	72,410.99	18.69
MISCELLANEOUS	2,041,987	3,990.44	6,123.48	0.00	2,035,863.52	0.30
TOTAL REVENUES	12,775,264	1,010,227.86	2,309,811.00	0.00	10,465,452.65	18.08
<u>TAXES AND OTHER GOVERNMT</u>						
4-100.00 CURRENT TAXES	2,444,219	146,180.23	216,724.44	0.00	2,227,494.63	8.87
4-101.00 DELINQUENT TAXES	25,000	14,391.35	29,136.58	0.00	(4,136.58)	116.55
4-102.00 PENALTY & INTEREST	29,000	12,999.10	22,763.32	0.00	6,236.68	78.49
4-103.00 I/S PORTION OF TAX	333,768	19,961.54	29,585.93	0.00	304,182.46	8.86
4-105.00 CITY SALES TAX	2,000,000	156,748.82	334,030.50	0.00	1,665,969.50	16.70
4-107.00 BEVERAGE TAX	16,000	3,643.91	7,925.91	0.00	8,074.09	49.54
4-120.00 INTEREST	40,000	1,255.50	6,310.79	0.00	33,689.21	15.78
4-120.01 INVESTMENT ADJUST TO MARK	30,000	136,433.33	140,176.60	0.00	(110,176.60)	467.26
4-150.00 FRANCHISE FEES	315,000	0.00	271,757.97	0.00	43,242.03	86.27
4-150.01 RIGHT OF WAY	4,000	0.00	3,576.41	0.00	423.59	89.41
4-150.02 CABLE PEG FEES	4,000	0.00	1,452.05	0.00	2,547.95	36.30
4-151.00 INDUSTRIAL DIST. PAYMENTS	414,000	48,405.20	48,405.20	0.00	365,594.80	11.69
4-152.00 UTILITY PMT IN LIEU OF TA	606,885	50,573.75	151,721.25	0.00	455,163.75	25.00
4-153.00 UTILITY EXP REIMBURSEMENT	1,316,624	110,916.08	332,748.24	0.00	983,875.97	25.27
4-155.00 INSURANCE RECOVERY	20,000	73,342.50	73,342.50	0.00	(53,342.50)	366.71
4-156.00 DISASTER RELIEF REIMBURSE	0	0.00	0.00	0.00	0.00	0.00
4-157.00 GRANT REVENUE	10,000	0.00	150.00	0.00	9,850.00	1.50
4-158.00 HOUSING AUTH PAYMENT IN L	12,000	0.00	0.00	0.00	12,000.00	0.00
TOTAL TAXES AND OTHER GOVERNMT	7,620,497	774,851.31	1,669,807.69	0.00	5,950,688.98	21.91
<u>COURT FINE AND FEE</u>						
4-200.00 MUNICIPAL COURT	93,000	4,431.91	10,781.71	0.00	82,218.29	11.59
4-208.08 MUNICIPAL COURT BLDG SEC	0	0.00	0.00	0.00	0.00	0.00
4-208.09 MC TECHNOLOGY	0	0.00	0.00	0.00	0.00	0.00
4-208.10 CHILD SAFETY SEAT	0	0.00	0.00	0.00	0.00	0.00
TOTAL COURT FINE AND FEE	93,000	4,431.91	10,781.71	0.00	82,218.29	11.59

CITY OF NAVASOTA
REVENUE REPORT
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100-GENERAL
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>DEVELOPMENT SERVICES</u>						
4-300.00 BUILDING PERMITS	140,000	4,243.26	25,099.49	0.00	114,900.51	17.93
4-300.01 PLAN REVIEW	0	0.00	0.00	0.00	0.00	0.00
4-300.02 ZONING CHANGE	2,000	0.00	500.00	0.00	1,500.00	25.00
4-300.03 ZONING BOARD OF ADJ VARIA	1,000	0.00	0.00	0.00	1,000.00	0.00
4-300.04 PRELIMINARY PLAT FILING F	2,000	0.00	0.00	0.00	2,000.00	0.00
4-300.05 VARIANCES TO SUBDIVISION	1,000	0.00	0.00	0.00	1,000.00	0.00
4-300.06 FINAL PLAT FILING FEE	1,000	0.00	2,000.00	0.00 (	1,000.00)	200.00
4-300.07 PLAT VACATION FILING FEE	0	0.00	0.00	0.00	0.00	0.00
4-300.13 SITE PLAN	250	0.00	1,000.00	0.00 (	750.00)	400.00
4-300.14 PUBLIC NUISANCE FEE	1,000	140.00	240.00	0.00	760.00	24.00
4-300.15 CODE ADMIN FEE	0	0.00	0.00	0.00	0.00	0.00
4-300.16 FIRE INSPECTIONS	1,000	500.00	750.00	0.00	250.00	75.00
4-300.17 SIDEWALK FEE IN LIEU OF	0	0.00	12,748.32	0.00 (	12,748.32)	0.00
4-304.00 DEVELOPMENT USE PERMITS	1,000	0.00	500.00	0.00	500.00	50.00
4-307.00 GARAGE SALE PERMITS	1,000	15.00	330.00	0.00	670.00	33.00
4-307.01 FOOD TRUCK PERMIT	500	0.00	0.00	0.00	500.00	0.00
TOTAL DEVELOPMENT SERVICES	151,750	4,898.26	43,167.81	0.00	108,582.19	28.45
<u>CITY UTILITIES</u>						
4-400.00 GARBAGE REVENUE	1,450,000	114,181.27	342,522.46	0.00	1,107,477.54	23.62
4-400.02 SOLID WASTE COLLECTION FE	0 (	85.73) (	85.73)	0.00	85.73	0.00
4-401.00 PENALTIES	23,957	2,134.88	5,817.63	0.00	18,139.53	24.28
4-402.00 YARD WASTE TIPPING FEES	500	25.00	50.00	0.00	450.00	10.00
4-403.00 SALE COMPOST	500	0.00	60.00	0.00	440.00	12.00
4-404.00 STREET AND DRAINAGE FEE	555,000	51,440.74	154,315.71	0.00	400,684.29	27.80
4-404.01 STREET CUTS	1,000	0.00	0.00	0.00	1,000.00	0.00
4-404.02 STREET PENALTIES	4,000	919.05	2,512.51	0.00	1,487.49	62.81
TOTAL CITY UTILITIES	2,034,957	168,615.21	505,192.58	0.00	1,529,764.58	24.83
<u>LIBRARY</u>						
4-500.00 LIBRARY INCOME	25,000	540.78	1,868.73	0.00	23,131.27	7.47
4-500.01 LIBRARY DONATIONS	500	0.00	0.00	0.00	500.00	0.00
4-500.02 SUMMER READING PROGRAM	500	0.00	0.00	0.00	500.00	0.00
4-500.03 LIBRARY MEMORIALS	500	20.00	20.00	0.00	480.00	4.00
4-500.04 BOOK SALE	500	71.00	256.30	0.00	243.70	51.26
4-500.05 FARMERS MARKET REV	1,100	265.00	665.00	0.00	435.00	60.45
4-500.06 SUMMER CAMPS	200	0.00	0.00	0.00	200.00	0.00
4-500.07 TOTE BAGS	100	0.00	10.00	0.00	90.00	10.00
TOTAL LIBRARY	28,400	896.78	2,820.03	0.00	25,579.97	9.93

100-GENERAL
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
PUBLIC SAFETY						
4-600.00 PD EVENT REVENUE	0	4,879.00	4,879.00	0.00 (	4,879.00)	0.00
4-601.00 PD SPECIAL FUND-FED	0	0.00	0.00	0.00	0.00	0.00
4-602.00 PD SPECIAL SEIZURE	0	0.00	0.00	0.00	0.00	0.00
4-603.00 PD DONATION	0	0.00	0.00	0.00	0.00	0.00
4-603.01 BLUE SANTA TRANSFER FROM	4,335	8,875.00	8,875.00	0.00 (	4,540.00)	204.73
4-604.00 PD SRO PROGRAM	102,000	8,162.49	13,437.19	0.00	88,562.81	13.17
4-605.00 PD LEOSE ALLOCATION	1,000	0.00	0.00	0.00	1,000.00	0.00
4-606.00 ANIMAL SHELTER FEES	6,000	0.00	0.00	0.00	6,000.00	0.00
4-606.01 ANIMAL SHELTER DONATIONS	1,500	302.00	304.00	0.00	1,196.00	20.27
4-607.00 BULLET PROOF VEST REIMB	0	0.00	0.00	0.00	0.00	0.00
4-608.00 SEXUAL ASSAULT EXAM REIMB	0	0.00	0.00	0.00	0.00	0.00
4-609.00 PD RECORDS	1,000	130.00	561.00	0.00	439.00	56.10
4-650.00 FIRE BURN PERMITS	1,000	0.00	0.00	0.00	1,000.00	0.00
4-651.00 FIRE INTERLOCAL W/COUNTY	93,000	0.00	0.00	0.00	93,000.00	0.00
4-653.00 FIRE VOLUNTARY DONATION	7,688	533.00	1,591.00	0.00	6,096.82	20.70
TOTAL PUBLIC SAFETY	217,523	22,881.49	29,647.19	0.00	187,875.63	13.63
TOURISM						
4-700.00 TOURISM SPECIAL EVENTS RE	500	0.00	0.00	0.00	500.00	0.00
4-700.01 TEXAS BIRTHDAY BASH DONAT	0	0.00	0.00	0.00	0.00	0.00
4-700.02 TEXAS BIRTHDAY BASH SPONO	30,000	2,500.00	2,500.00	0.00	27,500.00	8.33
4-700.03 TEXAS BIRTHDAY BASH VENDO	7,000	1,000.00	1,600.00	0.00	5,400.00	22.86
4-700.04 TEXAS BIRTHDAY BASH REVEN	50,000	21,506.50	21,506.50	0.00	28,493.50	43.01
4-701.00 SUMMER CONCERT SERIES REV	0	0.00	0.00	0.00	0.00	0.00
4-701.01 SUMMER CONCERT SERIES DON	0	0.00	0.00	0.00	0.00	0.00
4-701.02 SUMMER CONCERT SERIES SPO	300	0.00	0.00	0.00	300.00	0.00
4-702.00 HOME FOR HOLIDAYS REVENUE	0	25.00	25.00	0.00 (	25.00)	0.00
4-702.01 HOME FOR HOLIDAYS DONATIO	0	0.00	0.00	0.00	0.00	0.00
4-702.02 HOME FOR HOLIDAYS SPONSOR	300	0.00	0.00	0.00	300.00	0.00
4-703.00 FREEDOM FEST REVENUE	0	0.00	0.00	0.00	0.00	0.00
4-703.01 FREEDOM FEST DONATIONS	0	0.00	0.00	0.00	0.00	0.00
4-703.02 FREEDOM FEST SPONSORS	10,000	0.00	0.00	0.00	10,000.00	0.00
4-704.00 HORLOCK HOUSE DONATIONS	0	0.00	0.00	0.00	0.00	0.00
4-704.01 HORLOCK HOUSE REVENUE	0	0.00	0.00	0.00	0.00	0.00
4-705.00 TOURISM REIMB FROM HOTEL	400,000	0.00	0.00	0.00	400,000.00	0.00
TOTAL TOURISM	498,100	25,031.50	25,631.50	0.00	472,468.50	5.15
PARKS AND REC						
4-800.01 KID FISH	1,000	0.00	0.00	0.00	1,000.00	0.00
4-800.02 MUNICIPAL POOL	6,000	0.00	0.00	0.00	6,000.00	0.00
4-800.04 SOFTBALL RENTAL FEES	500	0.00	0.00	0.00	500.00	0.00
4-800.05 KNB DONATIONS	3,000	0.00	0.00	0.00	3,000.00	0.00
4-800.06 LITTLE LEAGUE FEES	6,000	0.00	0.00	0.00	6,000.00	0.00
4-800.07 YOUTH FOOTBALL FEES	1,000	0.00	0.00	0.00	1,000.00	0.00
4-800.08 YOUTH SOCCER LEAGUE FEES	500	0.00	0.00	0.00	500.00	0.00
4-800.09 SWIM TEAM LEAGUE FEES	1,500	0.00	0.00	0.00	1,500.00	0.00
4-800.10 PAVILLION RENTAL FEES	2,500	0.00	525.00	0.00	1,975.00	21.00
4-800.11 POOL RENTAL FEES	1,500	0.00	0.00	0.00	1,500.00	0.00

CITY OF NAVASOTA
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100-GENERAL
FINANCIAL SUMMARY

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4-800.12	SWIM LESSONS	4,000	0.00	0.00	0.00	4,000.00	0.00
4-800.13	VENDING MACHINE REVENUE	3,000	0.00	285.50	0.00	2,714.50	9.52
4-800.14	REC CENTER RENTALS	30,000	3,000.00	7,765.00	0.00	22,235.00	25.88
4-800.15	PARK RENTAL FEE	2,000	0.00	0.00	0.00	2,000.00	0.00
4-800.16	VOLUNTARY PARK DONATIONS	7,000	532.00	1,589.00	0.00	5,411.00	22.70
4-800.17	GRACE PARK FUND	2,000	0.00	0.00	0.00	2,000.00	0.00
4-800.18	BLINN WORKFORCE CLASS	250	0.00	0.00	0.00	250.00	0.00
4-800.20	SWIM PASSES	300	0.00	0.00	0.00	300.00	0.00
4-800.21	PARK AND REC SPONSORS	0	0.00	0.00	0.00	0.00	0.00
4-850.00	AIRPORT LEASE AGREEMENTS	15,000	1,098.96	5,677.46	0.00	9,322.54	37.85
4-850.02	AIRPORT FUEL	2,000	0.00	797.05	0.00	1,202.95	39.85
	TOTAL PARKS AND REC	89,050	4,630.96	16,639.01	0.00	72,410.99	18.69
<u>MISCELLANEOUS</u>							
4-903.00	SALE OF SALVAGE	5,000	0.00	0.00	0.00	5,000.00	0.00
4-903.01	SALE OF PROPERTY	300,000	0.00	0.00	0.00	300,000.00	0.00
4-913.00	MISC. INCOME	15,000	1,968.28	2,720.04	0.00	12,279.96	18.13
4-913.05	ADCOM CC CUST FEES	5,000	1,922.16	2,978.44	0.00	2,021.56	59.57
4-913.07	SAFRON FINGER PRINT RENT	0	100.00	425.00	0.00 (	425.00)	0.00
4-950.03	AIRPORT RAMP GRANT	10,000	0.00	0.00	0.00	10,000.00	0.00
4-999.00	TFR. FROM OTHER FUNDS	214,369	0.00	0.00	0.00	214,369.00	0.00
4-999.01	TRANSFER FROM RESERVES	1,200,000	0.00	0.00	0.00	1,200,000.00	0.00
4-999.02	TRANSFER FROM AIRPORT ACC	292,618	0.00	0.00	0.00	292,618.00	0.00
	TOTAL MISCELLANEOUS	2,041,987	3,990.44	6,123.48	0.00	2,035,863.52	0.30
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TOTAL REVENUE		12,775,264	1,010,227.86	2,309,811.00	0.00	10,465,452.65	18.08
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*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
AS OF: DECEMBER 31ST, 2021

00-WATER FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	11,000	24,669.77	26,608.03	0.00 (	15,608.03)	241.89
CITY UTILITIES	2,110,000	172,143.86	571,503.57	0.00 (	1,538,496.43	27.09
MISCELLANEOUS	2,000	890.52	2,059.81	0.00 (	59.81)	102.99
TOTAL REVENUES	2,123,000	197,704.15	600,171.41	0.00	1,522,828.59	28.27
<u>TAXES AND OTHER GOVERNMT</u>						
1-120.00 INTEREST	9,000	372.54	1,644.16	0.00	7,355.84	18.27
1-120.01 INVESTMENT ADJUST TO MARK	2,000	24,297.23	24,963.87	0.00 (	22,963.87)	1,248.19
1-155.00 INSURANCE RECOVERY	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES AND OTHER GOVERNMT	11,000	24,669.77	26,608.03	0.00 (	15,608.03)	241.89
<u>CITY UTILITIES</u>						
1-400.00 METERED SALES	2,000,000	165,084.38	543,537.52	0.00	1,456,462.48	27.18
1-401.00 PENALTIES	28,000	3,083.48	10,935.05	0.00	17,064.95	39.05
1-402.00 SERVICE CHARGES	55,000	115.00	10,195.00	0.00	44,805.00	18.54
1-403.00 NEW SERVICES TAP FEES	7,000	1,661.00	2,636.00	0.00	4,364.00	37.66
1-409.00 WATER METERS	20,000	2,200.00	4,200.00	0.00	15,800.00	21.00
TOTAL CITY UTILITIES	2,110,000	172,143.86	571,503.57	0.00	1,538,496.43	27.09
<u>MISCELLANEOUS</u>						
1-913.00 MISCELLANEOUS INCOME	2,000	890.52	2,059.81	0.00 (	59.81)	102.99
1-914.00 OVERAGE/SHORTAGE	0	0.00	0.00	0.00	0.00	0.00
1-918.00 CAPITAL CONTRIBUTION	0	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	2,000	890.52	2,059.81	0.00 (	59.81)	102.99
TOTAL REVENUE	2,123,000	197,704.15	600,171.41	0.00	1,522,828.59	28.27

*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
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210-UTILITY CAPITAL IMP
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	0	7,891.52	8,184.76	0.00 (	8,184.76)	0.00
DEVELOPMENT SERVICES	410,000	36,011.67	98,573.59	0.00	311,426.41	24.04
TOTAL REVENUES	410,000	43,903.19	106,758.35	0.00	303,241.65	26.04
<u>TAXES AND OTHER GOVERNMT</u>						
4-120.00 INTEREST INCOME	0	52.49	413.83	0.00 (	413.83)	0.00
4-120.01 INVESTMENT ADJUST TO MARK	0	7,839.03	7,770.93	0.00 (	7,770.93)	0.00
TOTAL TAXES AND OTHER GOVERNMT	0	7,891.52	8,184.76	0.00 (	8,184.76)	0.00
<u>DEVELOPMENT SERVICES</u>						
4-305.00 UTILITY CAPITAL IMPR FEE	410,000	36,011.67	98,573.59	0.00	311,426.41	24.04
TOTAL DEVELOPMENT SERVICES	410,000	36,011.67	98,573.59	0.00	311,426.41	24.04
TOTAL REVENUE	410,000	43,903.19	106,758.35	0.00	303,241.65	26.04

*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
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100-GAS FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	14,000	23,215.08	24,522.82	0.00 (	10,522.82)	175.16
CITY UTILITIES	2,458,000	316,340.16	733,686.59	0.00	1,724,313.41	29.85
MISCELLANEOUS	300,000	3,103.28	3,544.76	0.00	296,455.24	1.18
TOTAL REVENUES	2,772,000	342,658.52	761,754.17	0.00	2,010,245.83	27.48
<u>TAXES AND OTHER GOVERNMT</u>						
1-120.00 INTEREST	12,000	383.53	1,421.19	0.00	10,578.81	11.84
1-120.01 INVESTMENT ADJUST TO MARK	2,000	22,831.55	23,101.63	0.00 (	21,101.63)	1,155.08
TOTAL TAXES AND OTHER GOVERNMT	14,000	23,215.08	24,522.82	0.00 (	10,522.82)	175.16
<u>CITY UTILITIES</u>						
1-400.00 METERED SALES	2,400,000	314,837.78	724,517.28	0.00	1,675,482.72	30.19
1-401.00 PENALTIES	20,000	1,041.13	2,414.13	0.00	17,585.87	12.07
1-402.00 SERVICE CHARGES	3,000	25.00	100.00	0.00	2,900.00	3.33
1-403.00 NEW SERVICES - TAPS	20,000	0.00	725.00	0.00	19,275.00	3.63
1-410.00 GAS METERS & REGULATORS	15,000	436.25	5,930.18	0.00	9,069.82	39.53
1-412.00 EXTENSION OF LINES	0	0.00	0.00	0.00	0.00	0.00
TOTAL CITY UTILITIES	2,458,000	316,340.16	733,686.59	0.00	1,724,313.41	29.85
<u>MISCELLANEOUS</u>						
1-901.01 INT. INC. JR. LIEN REVENUE	0	3,103.28	3,544.76	0.00 (	3,544.76)	0.00
1-913.00 MISCELLANEOUS INCOME	0	0.00	0.00	0.00	0.00	0.00
1-999.01 TRANSFER FROM RESERVES	300,000	0.00	0.00	0.00	300,000.00	0.00
TOTAL MISCELLANEOUS	300,000	3,103.28	3,544.76	0.00	296,455.24	1.18
TOTAL REVENUE	2,772,000	342,658.52	761,754.17	0.00	2,010,245.83	27.48

*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
AS OF: DECEMBER 31ST, 2021

100-SEWER FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	10,500	22,374.68	24,129.47	0.00	(13,629.47)	229.80
CITY UTILITIES	1,622,000	138,032.80	410,513.52	0.00	1,211,486.48	25.31
MISCELLANEOUS	515,000	0.00	0.00	0.00	515,000.00	0.00
TOTAL REVENUES	2,147,500	160,407.48	434,642.99	0.00	1,712,857.01	20.24
<u>TAXES AND OTHER GOVERNMT</u>						
1-120.00 INTEREST	8,500	357.29	1,508.00	0.00	6,992.00	17.74
1-120.01 INVESTMENT ADJUST TO MARK	2,000	22,017.39	22,621.47	0.00	(20,621.47)	1,131.07
TOTAL TAXES AND OTHER GOVERNMT	10,500	22,374.68	24,129.47	0.00	(13,629.47)	229.80
<u>CITY UTILITIES</u>						
1-401.00 PENALTIES	20,000	2,305.75	6,217.01	0.00	13,782.99	31.09
1-403.00 NEW SERVICES TAP FEES	2,000	0.00	575.00	0.00	1,425.00	28.75
1-404.00 SEWER REVENUE	1,600,000	135,727.05	403,721.51	0.00	1,196,278.49	25.23
TOTAL CITY UTILITIES	1,622,000	138,032.80	410,513.52	0.00	1,211,486.48	25.31
<u>MISCELLANEOUS</u>						
1-999.01 TRANSFER FROM RESERVES	515,000	0.00	0.00	0.00	515,000.00	0.00
TOTAL MISCELLANEOUS	515,000	0.00	0.00	0.00	515,000.00	0.00
TOTAL REVENUE	2,147,500	160,407.48	434,642.99	0.00	1,712,857.01	20.24

*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
AS OF: DECEMBER 31ST, 2021

520-CEMETERY PERMANENT FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	3,000	21,805.62	22,713.84	0.00 (	19,713.84)	757.13
MISCELLANEOUS	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	3,000	21,805.62	22,713.84	0.00 (	19,713.84)	757.13
<u>TAXES AND OTHER GOVERNMT</u>						
1-120.00 INTEREST	3,000	145.03	458.95	0.00	2,541.05	15.30
1-120.01 INVESTMENT ADJUST TO MARK	<u>0</u>	<u>21,660.59</u>	<u>22,254.89</u>	<u>0.00 (</u>	<u>22,254.89)</u>	<u>0.00</u>
TOTAL TAXES AND OTHER GOVERNMT	3,000	21,805.62	22,713.84	0.00 (	19,713.84)	757.13
<u>MISCELLANEOUS</u>						
1-999.00 TFR. FROM OTHER FUNDS	0	0.00	0.00	0.00	0.00	0.00
1-999.01 TRANSFER FROM RESERVES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	3,000	21,805.62	22,713.84	0.00 (	19,713.84)	757.13

*** END OF REPORT ***

525-CEMETERY OPERATING FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	2,000	8,499.71	8,854.93	0.00 (	6,854.93)	442.75
CITY UTILITIES	31,000	2,950.00	14,015.00	0.00	16,985.00	45.21
MISCELLANEOUS	32,000	0.00	0.00	0.00	32,000.00	0.00
TOTAL REVENUES	65,000	11,449.71	22,869.93	0.00	42,130.07	35.18
<u>TAXES AND OTHER GOVERNMT</u>						
4-120.00 INTEREST	2,000	117.18	242.42	0.00	1,757.58	12.12
4-120.01 INVESTMENT ADJUST TO MARK	0	8,382.53	8,612.51	0.00 (	8,612.51)	0.00
TOTAL TAXES AND OTHER GOVERNMT	2,000	8,499.71	8,854.93	0.00 (	6,854.93)	442.75
<u>CITY UTILITIES</u>						
4-400.00 SALE OF LOT	3,000	200.00	250.00	0.00	2,750.00	8.33
4-400.01 STREET & MONUMENT RESTORE	18,000	2,075.00	11,615.00	0.00	6,385.00	64.53
4-400.02 PERPETUAL CARE	10,000	50.00	800.00	0.00	9,200.00	8.00
4-400.03 GRAVE MARKING	0	600.00	1,200.00	0.00 (	1,200.00)	0.00
4-400.04 MONUMENT MARKING	0	25.00	150.00	0.00 (	150.00)	0.00
4-400.05 DEED TRANSFER FEE	0	0.00	0.00	0.00	0.00	0.00
TOTAL CITY UTILITIES	31,000	2,950.00	14,015.00	0.00	16,985.00	45.21
<u>MISCELLANEOUS</u>						
4-907.03 CEMETERY DEED TRANSFER FE	0	0.00	0.00	0.00	0.00	0.00
4-907.06 GRAVE DIGGING	0	0.00	0.00	0.00	0.00	0.00
4-999.00 TFR. FROM OTHER FUNDS	0	0.00	0.00	0.00	0.00	0.00
4-999.01 TRANSFER FROM RESERVES	32,000	0.00	0.00	0.00	32,000.00	0.00
TOTAL MISCELLANEOUS	32,000	0.00	0.00	0.00	32,000.00	0.00
TOTAL REVENUE	65,000	11,449.71	22,869.93	0.00	42,130.07	35.18

*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
AS OF: DECEMBER 31ST, 2021

530-BOARD OF FIREMAN SERVICE
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	0	4.55	13.51	0.00 (	13.51)	0.00
MISCELLANEOUS	<u>700</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>700.00</u>	<u>0.00</u>
TOTAL REVENUES	700	4.55	13.51	0.00	686.49	1.93
<u>TAXES AND OTHER GOVERNMT</u>						
4-120.00 INTEREST	0	4.55	13.51	0.00 (	13.51)	0.00
TOTAL TAXES AND OTHER GOVERNMT	<u>0</u>	<u>4.55</u>	<u>13.51</u>	<u>0.00</u> (	<u>13.51)</u>	<u>0.00</u>
<u>MISCELLANEOUS</u>						
4-913.00 MISC INCOME	0	0.00	0.00	0.00	0.00	0.00
4-999.01 TRANSFER FROM RESERVES	<u>700</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>700.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	<u>700</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>700.00</u>	<u>0.00</u>
TOTAL REVENUE	700	4.55	13.51	0.00	686.49	1.93

*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
AS OF: DECEMBER 31ST, 2021

40-GRANT FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
LIBRARY	3,558,500	0.00	75.00	0.00	3,558,425.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,558,500	0.00	75.00	0.00	3,558,425.00	0.00
<u>LIBRARY</u>						
1-510.00	0	0.00	0.00	0.00	0.00	0.00
1-511.00	100,000	0.00	0.00	0.00	100,000.00	0.00
1-513.00	0	0.00	0.00	0.00	0.00	0.00
1-515.00	0	0.00	0.00	0.00	0.00	0.00
1-516.00	100,000	0.00	0.00	0.00	100,000.00	0.00
1-550.00	0	0.00	0.00	0.00	0.00	0.00
1-560.00	3,280,000	0.00	0.00	0.00	3,280,000.00	0.00
1-563.00	50,000	0.00	0.00	0.00	50,000.00	0.00
1-566.00	0	0.00	0.00	0.00	0.00	0.00
1-567.00	5,000	0.00	0.00	0.00	5,000.00	0.00
1-567.01	0	0.00	0.00	0.00	0.00	0.00
1-567.02	1,500	0.00	0.00	0.00	1,500.00	0.00
1-567.03	0	0.00	0.00	0.00	0.00	0.00
1-568.00	5,000	0.00	0.00	0.00	5,000.00	0.00
1-568.01	5,000	0.00	0.00	0.00	5,000.00	0.00
1-581.00	2,000	0.00	0.00	0.00	2,000.00	0.00
1-586.00	0	0.00	0.00	0.00	0.00	0.00
1-587.00	5,000	0.00	0.00	0.00	5,000.00	0.00
1-589.00	0	0.00	0.00	0.00	0.00	0.00
1-591.00	5,000	0.00	75.00	0.00	4,925.00	1.50
1-592.00	0	0.00	0.00	0.00	0.00	0.00
TOTAL LIBRARY	3,558,500	0.00	75.00	0.00	3,558,425.00	0.00
<u>MISCELLANEOUS</u>						
1-999.00	0	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	3,558,500	0.00	75.00	0.00	3,558,425.00	0.00

*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
AS OF: DECEMBER 31ST, 2021

550-ECONOMIC DEVELOPMENT
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	155,500	13,097.69	46,688.98	0.00	108,811.02	30.03
MISCELLANEOUS	<u>536,000</u>	<u>0.00</u>	<u>2,500.00</u>	<u>0.00</u>	<u>533,500.00</u>	<u>0.47</u>
TOTAL REVENUES	691,500	13,097.69	49,188.98	0.00	642,311.02	7.11
<u>TAXES AND OTHER GOVERNMT</u>						
4-105.01 EDC PORTION OF SALES TAX	155,500	13,062.40	46,561.23	0.00	108,938.77	29.94
4-105.02 EDC LOAN REPAYMENT	0	0.00	0.00	0.00	0.00	0.00
4-120.00 INTEREST	<u>0</u>	<u>35.29</u>	<u>127.75</u>	<u>0.00</u>	<u>(127.75)</u>	<u>0.00</u>
TOTAL TAXES AND OTHER GOVERNMT	155,500	13,097.69	46,688.98	0.00	108,811.02	30.03
<u>MISCELLANEOUS</u>						
4-913.00 MISC. INCOME	10,000	0.00	2,500.00	0.00	7,500.00	25.00
4-999.01 TRANSFER FRO RESERVES	126,000	0.00	0.00	0.00	126,000.00	0.00
4-999.02 TRANSFER FROM BOND	<u>400,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>400,000.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	536,000	0.00	2,500.00	0.00	533,500.00	0.47
TOTAL REVENUE	691,500	13,097.69	49,188.98	0.00	642,311.02	7.11

*** END OF REPORT ***

*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
AS OF: DECEMBER 31ST, 2021

177-PAYROLL IMPREST FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	0	0.00	0.03	0.00 (	0.03)	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.03	0.00 (	0.03)	0.00
<u>TAXES AND OTHER GOVERNMT</u>						
1-150.00 INTEREST	0	0.00	0.03	0.00 (	0.03)	0.00
TOTAL TAXES AND OTHER GOVERNMT	0	0.00	0.03	0.00 (	0.03)	0.00
<u>MISCELLANEOUS</u>						
1-913.00 MISC INCOME	0	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.03	0.00 (	0.03)	0.00

*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
AS OF: DECEMBER 31ST, 2021

05-CAPITAL PROJECTS
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	0	1,691.55	5,023.14	0.00	(5,023.14)	0.00
MISCELLANEOUS	<u>10,000,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000,000.00</u>	<u>0.00</u>
TOTAL REVENUES	10,000,000	1,691.55	5,023.14	0.00	9,994,976.86	0.05
<u>TAXES AND OTHER GOVERNMT</u>						
-120.00 INTEREST	0	1,691.55	5,023.14	0.00	(5,023.14)	0.00
TOTAL TAXES AND OTHER GOVERNMT	<u>0</u>	<u>1,691.55</u>	<u>5,023.14</u>	<u>0.00</u>	<u>(5,023.14)</u>	<u>0.00</u>
<u>MISCELLANEOUS</u>						
-900.00 BOND PROCEEDS	10,000,000	0.00	0.00	0.00	10,000,000.00	0.00
-900.01 BOND PREMIUM	0	0.00	0.00	0.00	0.00	0.00
-999.01 TRANSFER FROM RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	<u>10,000,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000,000.00</u>	<u>0.00</u>
TOTAL REVENUE	10,000,000	1,691.55	5,023.14	0.00	9,994,976.86	0.05

*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
AS OF: DECEMBER 31ST, 2021

030-HOTEL
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	* YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	141,000	17,374.32	45,241.63	0.00	95,758.37	32.09
TOTAL REVENUES	141,000	17,374.32	45,241.63	0.00	95,758.37	32.09
<u>TAXES AND OTHER GOVERNMT</u>						
1-106.00 HOTEL-MOTEL TAX	140,000	17,264.65	44,925.01	0.00	95,074.99	32.09
1-120.00 INTEREST	1,000	109.67	316.62	0.00	683.38	31.66
TOTAL TAXES AND OTHER GOVERNMT	141,000	17,374.32	45,241.63	0.00	95,758.37	32.09
TOTAL REVENUE	141,000	17,374.32	45,241.63	0.00	95,758.37	32.09

*** END OF REPORT ***

945-BOND FUND GEN OBLIGATION
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>REVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	0	29.77	211.15	0.00 (	211.15)	0.00
CITY UTILITIES	0	0.00	0.00	0.00	0.00	0.00
LIBRARY	375,550	19,961.54	29,585.93	0.00	345,964.07	7.88
MISCELLANEOUS	874,593	31,299.49	561,598.98	0.00	312,994.02	64.21
TOTAL REVENUES	1,250,143	51,290.80	591,396.06	0.00	658,746.94	47.31
<u>TAXES AND OTHER GOVERNMT</u>						
1-120.00 INTEREST	0	29.77	211.15	0.00 (	211.15)	0.00
TOTAL TAXES AND OTHER GOVERNMT	0	29.77	211.15	0.00 (	211.15)	0.00
<u>CITY UTILITIES</u>						
1-410.00 CURRENT TAXES	0	0.00	0.00	0.00	0.00	0.00
TOTAL CITY UTILITIES	0	0.00	0.00	0.00	0.00	0.00
<u>LIBRARY</u>						
1-500.00 TFR. FROM GENERAL FUND	375,550	19,961.54	29,585.93	0.00	345,964.07	7.88
TOTAL LIBRARY	375,550	19,961.54	29,585.93	0.00	345,964.07	7.88
<u>MISCELLANEOUS</u>						
1-900.00 BOND PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
1-900.01 BOND PREMIUM	0	0.00	0.00	0.00	0.00	0.00
1-913.00 MISCELLANEOUS INCOME	0	0.00	0.00	0.00	0.00	0.00
1-999.02 CONTRIBUTION FROM WATER	292,297	10,186.03	190,481.65	0.00	101,814.85	65.17
1-999.04 CONTRIBUTION FROM SEWER	292,297	10,186.03	190,481.65	0.00	101,814.85	65.17
1-999.05 CONTRIBUTION FROM UTILITY	290,000	10,927.43	180,635.68	0.00	109,364.32	62.29
TOTAL MISCELLANEOUS	874,593	31,299.49	561,598.98	0.00	312,994.02	64.21
TOTAL REVENUE	1,250,143	51,290.80	591,396.06	0.00	658,746.94	47.31

*** END OF REPORT ***

CITY OF NAVASOTA
REVENUE REPORT
AS OF: DECEMBER 31ST, 2021

70-FOUNDATION FOR COMM PROJ
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
<u>EVENUE SUMMARY</u>						
TAXES AND OTHER GOVERNMT	2,500	9.51	5,027.57	0.00 (	2,527.57)	201.10
LIBRARY	3,000	0.00	0.00	0.00	3,000.00	0.00
OTAL REVENUES	5,500	9.51	5,027.57	0.00	472.43	91.41
<u>AXES AND OTHER GOVERNMT</u>						
-120.00 INTEREST	500	9.51	27.57	0.00	472.43	5.51
-190.00 GRACE PARK	0	0.00	0.00	0.00	0.00	0.00
-190.01 DOWNTOWN REV TAL	0	0.00	0.00	0.00	0.00	0.00
-191.00 LIBRARY	0	0.00	0.00	0.00	0.00	0.00
-192.00 DONATIONS	2,000	0.00	5,000.00	0.00 (	3,000.00)	250.00
TOTAL TAXES AND OTHER GOVERNMT	2,500	9.51	5,027.57	0.00 (	2,527.57)	201.10
<u>LIBRARY</u>						
-567.00 PD BLUE SANTA	3,000	0.00	0.00	0.00	3,000.00	0.00
-581.00 LIBRARY	0	0.00	0.00	0.00	0.00	0.00
-594.00 UTILITY BILLING RELIEF	0	0.00	0.00	0.00	0.00	0.00
TOTAL LIBRARY	3,000	0.00	0.00	0.00	3,000.00	0.00
OTAL REVENUE	5,500	9.51	5,027.57	0.00	472.43	91.41

** END OF REPORT ***

*** END OF REPORT ***

ORDINANCE NO. 985-21

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF NAVASOTA, TEXAS TO REZONE 63.55 ACRES, MORE PARTICULARLY DESCRIBED AS A0062 J WHITESIDES, TRACT 17-2, ACRES 31.76 AND A0062 J WHITESIDES, TRACT 17, ACRES 31.79, FROM A/O: AGRICULTURE/OPEN SPACE DISTRICT TO "PECAN LAKES ESTATES PHASE IV PUD" A PLANNED UNIT DEVELOPMENT; PROVIDING OR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 12th of November 2021, property owner James Hassell, filed a petition requesting the rezoning of 63.55 acres more particularly described as A0062 J WHITESIDES, TRACT 17-2, ACRES 31.76 AND A0062 J WHITESIDES, TRACT 17, ACRES 31.79, and legally described by metes and bounds on **Exhibit "A"** which is attached hereto and incorporated herein for all purposes pertinent, from A/O: Agriculture/Open Space District to "Pecan Lakes Estates Phase IV PUD" a planned unit development to expand the existing residential subdivision Pecan Lakes Estates; and

WHEREAS, the rezoning request is in harmony with the Comprehensive Plan of the City of Navasota; and

WHEREAS, on the 9th day of December 2021, a public hearing was held before the Planning and Zoning Commission of the City of Navasota, a quorum being present on the occasion and said matter of rezoning being part of the agenda for said Commission meeting, an opportunity to present arguments for and against the proposed rezoning was held; and

WHEREAS, the properties are shown on **Exhibit "B"** attached hereto and incorporated herein for all purposes pertinent; and

WHEREAS, the "Pecan Lakes Estates Phase IV PUD: Concept Plan" is also attached hereto as **Exhibit "C"** and incorporated herein for all purposes pertinent, outlining the requirements and standards of the "Pecan Lakes Estates Phase IV PUD" a Planned Unit Development; and

WHEREAS, the Planning and Zoning Commission recommends to the City Council of the City of Navasota that it is in the best interest and to the benefit of the residents of the City of Navasota, that the said properties be rezoned from A/O Agriculture Open Space District to Pecan Lakes Estates Phase IV PUD a Planned Unit Development; and

WHEREAS, on the 13th day of December 2021, after notice as required by law, a public hearing was held before the Navasota City Council, a quorum being present on the occasion and said matter of rezoning being part of the agenda, an opportunity to present arguments for and against the proposed rezoning was held;

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

SECTION 1. The Official Zoning Map of the City of Navasota is hereby amended to change the property legally described on **Exhibit "A"** and shown on **Exhibit "B"** from A/O Agriculture Open Space District to "Pecan Lakes Estates Phase IV PUD" a Planned Unit Development. Unless otherwise provided for or modified by **Exhibit "C"**, the property located within the Pecan Lakes Estates Phase IV PUD area shall conform to the provisions of the City's Zoning Ordinance, Subdivision Ordinance and all other applicable ordinances.

SECTION 2. If any section, subsection, word, sentence or phrase of this Ordinance is held invalid, it shall not affect the remaining parts of this Ordinance.

SECTION 3. This Ordinance shall become effective from and after its passage, approval, and adoption on second reading.

PASSED AND ADOPTED ON FIRST READING THIS THE 13th DAY OF DECEMBER 2021.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED AND ADOPTED ON SECOND READING THIS 10th DAY OF JANUARY 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

METES AND BOUNDS DESCRIPTION

of a

31.79 Acre Tract

James J. Whitesides Survey, A-62

Grimes County, Texas

December 14, 2016

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the James J. Whitesides Survey, Abstract No. 62, being all of a called 31.797 acre tract described in Probate Cause No. 6913, dated January 12, 1999 and recorded in Volume 137, Page 64 of the Probate Records of Grimes County, Texas, being the same tract as described in a Deed from Peter Pry, Jr. to Peter Pry, et ux (422/752), dated June 19, 1981, of record in Volume 422, Page 752 of the Real Property Records of Grimes County, Texas and more fully described by metes and bounds as follows:

COMMENCING at a found 3/8 inch iron rod, at the base of an 8 inch treated fence corner post and a x-tie fence corner post, for the Southerly Southwest corner of a called 27.979 acre tract as described in a Deed to Jeannine Rebecca Pry Knight (1413/844), an interior corner of a called 537.287 acre tract as described in a Deed to Pirtlaw Partners, Ltd. (1032/264) and same being the Southerly Southwest corner of a 31.76 acre tract surveyed this date;

THENCE N 86°58'38" E, 270.05 ft., along a generally fenced and North line of said 537.287 acre Pirtlaw tract (1032/264) and a South line of said 27.979 acre Knight tract (1413/844) to a found 3/8 inch iron rod, 1.5 ft. North of an old fence line, for its Southeast corner, the Southwest corner of the called 27.979 acre tract mentioned above and the **TRUE PLACE OF BEGINNING** of the tract of land herein described;

THENCE N 02°40'53" W, 4,172.37 ft., along the non fenced and East line of said 27.979 acre Knight tract (1413/844) and the West line of the called 31.797 acre tract mentioned above to their common corner in the North margin of Grimes County Road 424 (1226/208), in the South line of a called 1.476 acre tract as described in a Deed to Linda Torres (1494/176) and same being in the apparent North line of the James J. Whitesides Survey, A-62, from which a set 5/8 inch iron rod in the fenced and South margin of said road brs. S 02°40'53" E, 29.37 ft.;

THENCE N 87°03'07" E, 331.94 ft., along the partly fenced and North margin of Grimes County Road 424, the North line of the called 31.797 acre tract mentioned above and the South line of said 1.476 acre Torres tract (1494/176), the South line of Tract One, called 1.476 acres, and Tract Two, called 1.024 acres, as described in a Deed to Brian Torres (1606/361), the South line of Lot 2A and Lot 2B as described in a Deed to Eliseo Cortez, et ux (1423/347), said lots 2A and 2B being a part of the Replat of Harville Subdivision (1477/347) to the Northeast corner of the 31.797 acre tract mentioned above and the Northwest corner of a called 30.391 acre tract as described in a Deed to David Torres (898/299), from which a found 1/2 inch iron rod, 1.0 ft. West of a x-tie fence corner post and in the South margin of said road, brs. S 02°40'53" E, 29.30 ft.;

THENCE S 02°40'53" E, crossing over said road, along the generally fenced and East line of the called 31.797 acre tract mentioned above, the West line of said 30.391 acre Torres tract (898/299), the West line of a called 1.00 acre tract as described in a Deed to David Torres (898/299) and **PASSING** 2,084.81 ft. a found 1/2 inch iron rod, 1.8 ft. East of and 8 inch treated fence corner post for reference, and continuing for a **TOTAL DISTANCE** of 4,171.94 ft. to a found 3/8 inch iron rod, at the Southwest base of an 8 inch treated fence corner post, for the Southwest corner of said 30.391 acre Torres tract, the Southeast corner of the called 31.797 acre tract mentioned above and same being in the fenced and North line of said 537.287 acre Pirtlaw tract (1032/264);

METES AND BOUNDS DESCRIPTION

of a
31.76 Acre Tract
James J. Whitesides Survey, A-62
Grimes County, Texas
December 14, 2016

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the James J. Whitesides Survey, Abstract No. 62, being the all of the 2 tracts as described in a Deed from Jeannine Rebecca Pry Knight, Independent Administratrix to Jeannine Rebecca Pry, dated April 9, 2012, of record in Volume 1413, Page 844 of the Real Property Records of Grimes County, Texas, being all of the the same two tracts described as First Tract, called 27.979 acres and Second Tract, called 4.00 acres, as described in a Deed from Peter Pry, et ux to Peter Pry, Jr. dated June 19, 1981, of record in Volume 422, Page 748 of the Real Property Records of Grimes County, Texas and more fully described by metes and bounds as follows:

BEGINNING at a found 3/8 inch iron rod, at the base of an 8 inch treated fence corner post and a x-tie fence corner post, for the Southerly Southwest corner of the called 27.979 acre tract mentioned above, an interior corner of a called 537.287 acre tract as described in a Deed to Pirtlaw Partners, Ltd. (1032/264) and same being the Southerly Southwest corner of the tract of land herein described;

THENCE N 02°37'03" W, 2,670.21 ft., along an East line of said 537.287 acre Pirtlaw tract (1032/264) and a West line of the called 27.979 acre tract mentioned above (fence bows into subject tract at most 13 ft.) to a found 3/8 inch iron rod 2.2 ft. East of a 6 inch treated fence corner post, for a common corner;

THENCE S 89°23'13" W, 165.63 ft., along a fenced and common line of said 537.287 acre Pirtlaw tract (1032/264) and the called 27.979 acre tract mentioned above to a found 3/8 inch iron rod tied to the Southwest side of an 8 inch treated fence corner post for a common corner;

THENCE N 03°36'04" W, 694.99 ft., along a fenced and common line of said 537.287 acre Pirtlaw tract (1032/264) and the called 27.979 acre tract mentioned above to a found 3/8 inch iron rod, 1.6 ft. North of a x-tie fence corner post, for the called Northerly Northeast corner of said 537.287 acre Pirtlaw tract and the Southeast corner of a called 1.000 acre tract as described in a Deed to Remigio Casanova (601/106);

THENCE N 03°25'25" W, along the generally fenced and West line of the called 27.979 acre tract mentioned above and **PASSING** at 154.90 ft. a found 3/8 inch iron rod 0.96 ft. West of line for the called Northeast corner of said 1.000 acre Casanova tract (601/106) and the called Southeast corner of a called 0.9990 acre tract as described in a Deed to Missionary Baptist Church, Inc. (1017/329), **PASSING** at 312.68 ft. a found 5/8 inch iron rod, with cap "Carlomagno", 1.26 ft. West of line for its called Northeast corner and the occupied Southeast corner of First Tract as described in a Deed to Ralph Torres, Sr., et ux (377/262) and continuing for a **TOTAL DISTANCE** of 799.72 ft. to the Northwest corner of said 27.979 acre tract in the fenced and North margin of Grimes County Road 424 (1226/208), the apparent North line of the James Whitesides Survey, A-62 and same being in the South line of a called 3.00 acre tract as described in a Deed to Guarantee Body and Paint Shop, Inc. (531/663), from which a set 5/8 inch iron rod, at the Northeasterly base of a x-tie fence corner post in the South margin of said road brs. S 03°25'25" E, 30.00 ft. and a found automobile axle for the Southwest corner of said 3.00 acre Guarantee tract brs. S 86°50'20" W, 77.30 ft.;

THENCE N 86°50'20" E, 304.41 ft., along the fenced and North margin of Grimes County Road 424, the North line of the called 27.979 acre tract and 4.00 acre tracts mentioned above and the South line of said 3.00 acre

EXHIBIT "B"

Guarantee tract (531/663) to a found 1 inch angle iron, at the Southeast base of an 8 inch treated fence corner post, for its Southeast corner and the Southwest corner of a called 1.476 acre tract as described in a Deed to Linda Torres (1494/176);

THENCE N 87°03'07" E, 149.71 ft., along the non fenced and North margin of Grimes County Road 424, the North lines of the called 27.979 acre and 4.00 acre tracts mentioned above and the South line of said 1.476 acre Torres tract (1494/176) to the Northeast corner of said 27.979 acre tract and the Northwest corner of a called 31.797 acre tract vested in Bernice Pry Canatella, et al (137/64 - Probate Records, Cause No. 6913 & 422/752), from which a set 5/8 inch iron rod, in the fenced and South margin of said road, brs. S 02°40'53" E, 29.37 ft. and a found 1/2 inch iron rod for the Southeast corner of said Torres tract brs. N 87°03'07" E, S.42 ft.;

THENCE S 02°40'53" E, 4,172.37 ft., along the non fenced and West line of said 31.797 acre Canatella tract (137/64 - Probate) and the East line of the called 27.979 acre tract mentioned above to a found 3/8 inch iron rod, 1.5 ft. North of an old fence line, for its Southeast corner, the Southwest corner of said 31.797 acre tract and same being in a North line of said 537.287 acre Pirtlaw tract (1032/264);

THENCE S 86°58'38" W, 270.05 ft., along a generally fenced and North line of said 537.287 acre Pirtlaw tract (1032/264) and a South line of the called 27.979 acre tract mentioned above to the **PLACE OF BEGINNING** and containing 31.76 acres of land.

Basis of Bearings:

Grid North, State Plane Coordinate System of 1983, Central Zone.



Steven M. Wisnoski 12/14/2016
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2016-11-23-03

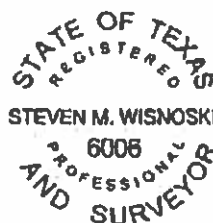


Exhibit "B"

Pecan Lakes Estates Phase IV

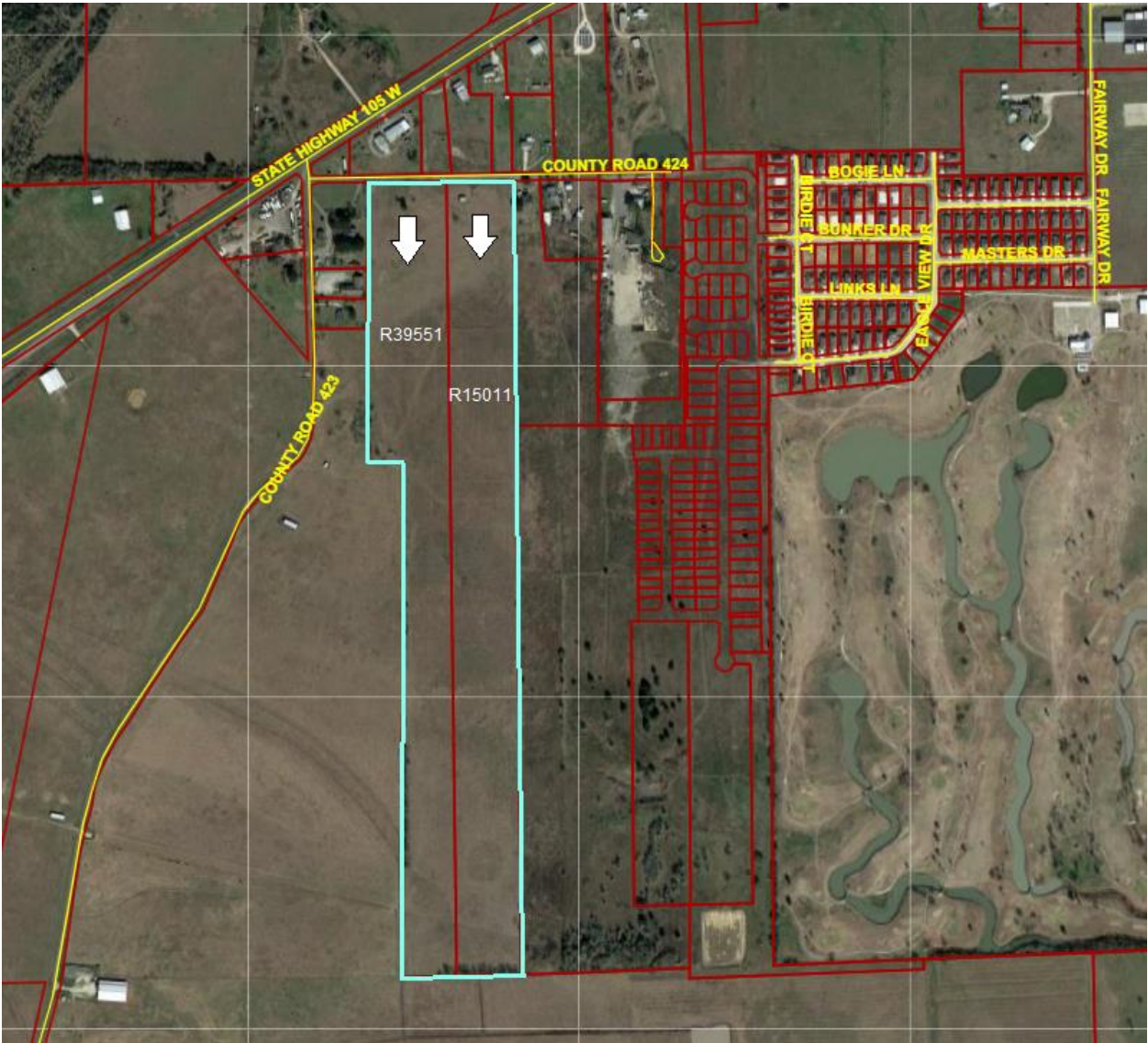


Exhibit "C"

Pecan Lakes Estates Phase IV PUD: Concept Plan

Subdivision Homeowner's Association

Pecan Lakes Estates will have an HOA which will be responsible for public/common areas of the subdivision, regulate parking off of the street, provide for design covenant review/construction finishes.

Permitted Uses

1. Single dwelling units
2. Temporary construction buildings for use incidental to permitted construction work on the premises. Such buildings must be removed upon completion or abandonment of construction.
3. Real Estate sales offices during the development of residential subdivisions, but not to exceed two (2) years.
4. Accessory units, customarily incidental to the above uses, and located on the same lot not involving the conduct of retail business except as allowed by the Zoning Ordinance, and provided that any accessory structure shall be located not less than five (5) feet from any side or rear lot line.
5. Parkland and open space
6. Water supply, sanitary sewer, storm sewer and similar utility facilities

Prohibited Uses

1. Uses that are not listed as permitted uses.

Development Standards

1. Height Restrictions
 - a. Thirty-five (35) feet high is the maximum height including roof gables, chimneys, vent stacks, or other mechanical equipment
2. Building Setbacks
 - a. Front setback
 - i. Twenty-five (25) feet
 - b. Rear setback
 - i. Twenty (20) feet
 - c. Side Setback
 - i. On each side of a single dwelling unit having a width of not less than five (5) feet. When abutting a street, the minimum side setback shall be at least twenty (20) feet.
3. Lot Dimensions
 - a. Lot Area for Single Dwelling Unit minimum lot area shall be 6,000 square feet
 - b. Lot Width for Single Dwelling Unit shall be a minimum of 50 feet wide
 - c. Lot Depth shall average a minimum of 100 feet in depth between the side lot lines

4. Density
 - a. The maximum number of single dwelling units, shall not exceed 6 units per acre
5. Parking
 - a. Two on-site parking spaces per single dwelling shall be required
6. Facades
 - a. Front and Side exterior facades of the single dwelling units shall be constructed of 100% brick or stone masonry.
7. Exterior Lighting
 - a. All Street Lighting and Exterior Lighting of the dwellings shall be designed to direct light down onto the site and away from neighboring property. Lighting shall be designed to include cut-off shielding to minimize light pollution.
8. Landscape Standards
 - a. Landscape designs shall be prepared to enhance the visual appeal of the built environment, screen undesirable views, strengthen the pedestrian scale, provide a buffer between auto and pedestrian environments, help define the site, provide congruency with the existing neighborhood, and break up large areas of hard surface.
 - b. Re-naturalization of all areas disturbed by the construction of the site and buildings is required. Re-naturalizing includes the following native plant materials:
 - i. 5–10% Trees
 - ii. 25–45% Shrubs (a minimum of 3 varieties encouraged)
 - iii. 35–55% Grasses
 - iv. 0–25% Forbs
 - c. Development shall minimize potable water consumption for irrigation. Reductions can be attributed to any combination of the following items:
 - i. Predominate use (greater than fifty (50) percent) native plant species.
 - ii. Efficient irrigation systems (WaterSense labeled irrigation controllers, rain guards, check valves, drip irrigation, etc.).
 - iii. Use of captured rainwater for irrigation.
 - d. Where landscaping is intended to provide a visual screen, the species, quantity, maturity (size), and spacing of the initial plantings shall be sufficient to provide a functional screen within a single growing season.
 - e. Landscaping shall be completed within one year of receiving building occupancy. Exceptions for weather delays to landscape completion may be considered.
 - f. No evergreen tree with a mature width greater than twenty (20) feet shall be planted within fifteen (15) feet of a hardscaped area.
9. Sidewalks
 - a. 4' wide sidewalks shall be installed on at least one side of all public streets.

ORDINANCE NO. 986-21

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS AMENDING CHAPTER 3, ARTICLE 3.06 SIGNS, SECTION 3.06.013 SIGNS ON PUBLIC PROPERTY, OF THE CODE OF ORDINANCES OF THE CITY OF NAVASOTA, TEXAS REGARDING GOVERNMENTAL SIGNS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; FINDING PROPER NOTICE OF MEETING; AND PROVIDING FOR CERTIFICATION OF ADOPTION.

WHEREAS, the City of Navasota ("City") is a Texas home-rule municipality; and

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations for the good government, peace and order of the City; and

WHEREAS, as a home-rule municipality, Texas Local Government Code, Section 51.072 confirms that the City has the full power of local self-government; and

WHEREAS, the City Council of the City of Navasota previously adopted certain regulations relating to signs; and

WHEREAS, the City Council desires to amend certain regulations applicable to signs; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to adopt the regulations as set forth herein below;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Navasota, Texas that:

SECTION 1. FINDINGS INCORPORATED

The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2. AMENDMENTS

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.013 Signs on public property, of the Code of Ordinances of the City of Navasota is hereby amended to read as follows:

Sec. 3.06.013 Signs on public property

(A) It is unlawful for any person to erect, maintain or cause to be erected or maintained any sign of any type upon any public property owned or controlled by the City of Navasota, including, but not limited to: public buildings, streets, bridges, sidewalks, easements, or rights-of-way within the city without the prior written approval of the city manager or his designee; provided, however, this section shall not apply to a public employee in the regular course and scope of the employee's employment.

(B) Public facility signs. Signs located on public property owned or controlled by a governmental entity (such as a city, school district, county or other political subdivision) for property identification, public information or notice, or community safety purposes shall be permitted on such public property, notwithstanding any other provision of this article or whether such sign is a principal, separate or secondary use on such public property.

(a) Required conditions.

- (i) Zoning overlay district: Sign area 32 sq. ft. - maximum height 4 ft.
- (ii) Within 400 feet of Highway 6: Sign area 64 sq. ft. - maximum height 10 ft.
- (iii) All other areas: Sign area - 32 sq. ft. - max height 6 ft.

SECTION 3. CUMULATIVE EFFECT

This Ordinance shall be cumulative of all laws of the State of Texas and the United States governing the subject matter of this Ordinance, now existing or as hereafter amended.

SECTION 4. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

SECTION 5. REPEALER CLAUSE

Any provision of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective from and after its passage, approval and adoption on second reading, and its publication as may be required by law.

SECTION 7. NOTICE OF MEETING

Notice of the time and place, where and when said Ordinance would be considered by the City Council at a public meeting was given in accordance with applicable law, prior to the time designated for meeting.

PASSED ON FIRST READING THIS THE 13th DAY OF DECEMBER, 2021.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND READING THIS THE 10th DAY OF JANUARY, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

ORDINANCE NO. 987-21

**AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A
TWENTY FOOT (20') PUBLIC ALLEYWAY; PROVIDING FOR
THE TERMS AND CONDITIONS OF SUCH ABANDONMENT**

WHEREAS, the City of Navasota, Texas ("City") owns a twenty-foot (20') wide alleyway as shown on **Exhibit "A"**; and

WHEREAS, the City desires to abandon, close, and vacate the alleyway shown on **Exhibit "A"**; and

WHEREAS, the abandonment and closing of the alleyway shown on **Exhibit "A"** will not create an undue burden on traffic; and

WHEREAS, the City has no need or use for the alleyway as a public thoroughfare; and

WHEREAS, the City Council of the City of Navasota desires to abandon, close, and vacate the alleyway as shown on **Exhibit "A"**, said closure and abandonment being in the best interest of the citizens of Navasota;

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

PART 1: That the following described portion of public rights-of-way, to wit: the twenty foot (20') wide alleyway, as shown and described in more detail on **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby **ABANDONED, VACATED, and CLOSED** insofar as the right, title or easement of the public is concerned.

PART 2: That said portion of alleyway is not needed for public purposes and it is in the public interest of the City of Navasota, Texas, to abandon said described portion of alleyway.

PART 3: That the City hereby reserves all public utility easements located within that portion of the alleyway so abandoned.

PART 4: That all right, title, and interest in the oil, gas, and other minerals in, on, under, and that may be produced from the public alleyway be reserved by and to the benefit of the City.

PART 5: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in Part 1 of this Ordinance, and shall be construed only to that interest the governing body of the City of Navasota may legally and lawfully abandon, and excepting therefrom the reservations in favor of the City noted herein.

PART 6: That the Mayor of the City of Navasota is hereby authorized to execute any documents necessary for the conveyance of the public alleyway as shown on **Exhibit "A"** to the adjoining property owners.

PASSED ON FIRST READING THIS THE 13th DAY OF DECEMBER, 2021.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND READING THIS THE 10TH DAY OF JANUARY, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

METES AND BOUNDS DESCRIPTION
of a
0.132 Acre Tract – 20 ft. Alley, Block "H"
Park Place Addition, City of Navasota, Grimes County, Texas
November 1, 2021

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the Daniel Arnold Survey, Abstract No. 2, being all of the 20 ft. alley running through Block "H", Park Place Addition according to the map or plat thereof recorded in Volume 72, Page 212 of the Real Property Records of Grimes County, Texas and more fully described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod, in a fence line, for the Westerly or Northwest corner of Lot 12 and Block "H", Park Place Addition, the Northwest corner of the tract conveyed to Serafin Estupinan, Jr. (Doc #: 304691), a Westerly corner of Lewal Street (50 ft. ROW) and same being in the Northeast line of Lot 2 of The Hemann Addition (Plat - 551/676) as described in a Deed to David Rivera (553/271), from which a found 3/8" iron rod, at the Northwest side of an 8 inch treated fence corner post, for the Northerly corner of Lot 2 (553/271) and the Southeast corner of a called 1.08 acre tract, more or less, as described in a Deed to Monique Y. Cotton (1381/835) brs. N 44°45'43" W, 9.69 ft.;

THENCE S 44°45'43" E, 115.03 ft., along a portion of the generally fenced and Northeast line of the Hemann Addition (551/676), the Southwest line of said Estupinan tract and the Southwest line of Lot 12 to a found 5/8 inch iron rod for the Southerly or Southwest corner thereof, the Northwest corner of the herein described 20 ft. alley and the **TRUE PLACE OF BEGINNING** of the tract of land herein described;

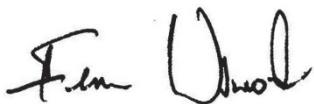
THENCE N 43°51'23" E, 287.48 ft., along the Northwest line of said 20 ft. alley to a found 5/8 inch iron rod for the Northerly corner thereof, the Easterly corner of said Estupinan tract, in the Northeast line of Block "H" and same being in the Southwest ROW of Park Street (50 ft. ROW);

THENCE S 46°08'37" E, 20.00 ft., along the Southwest ROW of Park Street and the Northeast line of said 20 ft. alley to a Point for the Northeast corner thereof and same being the Northwest corner of Lot 6 as described in a Deed to Hipolito Olvera (1462/637);

THENCE S 43°51'23" W, 287.96 ft., along the Southeast line of said 20 ft. alley to a Point for the Southerly corner thereof, in the generally fenced and Southwest line of Block "H" and same being in the Northeast line of the Hemann Addition; from which a found ½ inch iron rod for the apparent Southerly or Southwest corner of Lot 1, Block "F", Park Place Addition brs. S 44°45'43" E, 425.48 ft.;

THENCE N 44°45'43" W, 20.01 ft., along a portion of the Northeast line of said Hemann Addition and the Southwest line of said 20 ft. alley to the **TRUE PLACE OF BEGINNING** and containing 0.132 acre of land.

Basis of Bearings: Grid North, State Plane Coordinate System of 1983, Central Zone, Leica RTK Network.



Steven M. Wisnoski 11/01/2021
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2019-03-26-01





Scale: 1" = 50'

Basis of Bearings

Grid North, NAD 1983, State Plane Coordinate
System, Central Zone, Leica RTK Network

DANIEL ARNOLD SURVEY A-2

Lots 7 & 8, Taliaferro Addition
Adolph Feldmann, et ux
(313-05)

Called 3.342 Acres
Navasota Landing, Ltd.
(835-701)

Called 1.18 Acres,
more or less
Ronnie R. Creeks
(1381-838)

Called 1.08 Acres, more or less
Monique Y. Cotton
(1381-835)

(Fd) $\frac{3}{8}$ " IR
(Fd) $\frac{3}{4}$ " Iron Pipe brs.
S32°19'06"W, 2.85'

Buried 2" Poly Gas Line -
Per City of Navasota
GIS Map -

Lot 2
David Rivera
(553-271)

The Hemann Addition
- PLAT -
(551-676)

Called 1.02 Acres
Christine Nobles
(1503-152 & 355-479)

Buyer of Property: Serafin Estupinan, Jr.

I, Steven M. Wisnoski, Registered Professional Land
Surveyor No. 6006 of the State of Texas do hereby
certify that this plat represents an on the ground survey
made under my personal and direct supervision.

Steven M. Wisnoski
R.P.L.S. 6006

Date: October 14, 2019

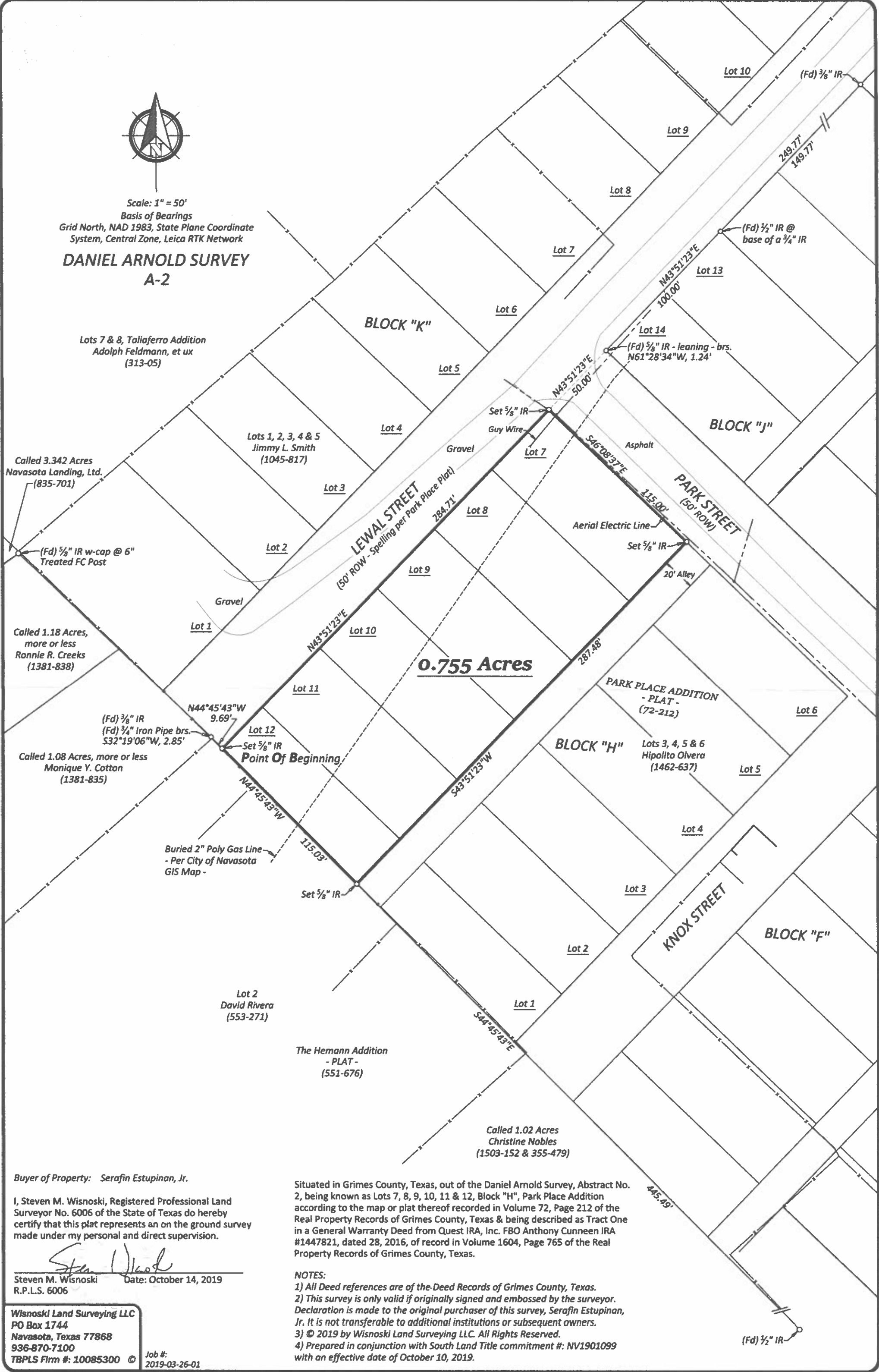
Wisnoski Land Surveying LLC
PO Box 1744
Navasota, Texas 77868
936-870-7100
TBPLS Firm #: 10085300 ©

Job #:
2019-03-26-01

Situated in Grimes County, Texas, out of the Daniel Arnold Survey, Abstract No.
2, being known as Lots 7, 8, 9, 10, 11 & 12, Block "H", Park Place Addition
according to the map or plat thereof recorded in Volume 72, Page 212 of the
Real Property Records of Grimes County, Texas & being described as Tract One
in a General Warranty Deed from Quest IRA, Inc. FBO Anthony Cunneen IRA
#1447821, dated 28, 2016, of record in Volume 1604, Page 765 of the Real
Property Records of Grimes County, Texas.

NOTES:

- 1) All Deed references are of the Deed Records of Grimes County, Texas.
- 2) This survey is only valid if originally signed and embossed by the surveyor.
Declaration is made to the original purchaser of this survey, Serafin Estupinan,
Jr. It is not transferable to additional institutions or subsequent owners.
- 3) © 2019 by Wisnoski Land Surveying LLC. All Rights Reserved.
- 4) Prepared in conjunction with South Land Title commitment #: NV1901099
with an effective date of October 10, 2019.



**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 13.

AGENDA DATE: January 10,
2022

PREPARED BY: Lupe Diosdado, Development Services
Director

APPROVED BY: BS

ITEM: Executive Session: The City Council will conduct an Executive Session in accordance with Section 551.072, Texas Government Code, deliberation regarding real property and discussion regarding the potential sale and/or value of City-owned property.

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 14. **AGENDA DATE:** January 10,
2022

PREPARED BY: Lance Hall, Finance Director

APPROVED BY: BS

ITEM: Executive Session: The City Council shall meet in Executive Session in accordance with Section 551.086 - Texas Government Code - Utility Competitive Matters - City of Navasota Gas Utility System - Natural Gas Supply Agreements, Arrangements and Associated Matters.

ITEM BACKGROUND:

The time is _____ p.m.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends conducting an Executive Session.

ATTACHMENTS:

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 15. **AGENDA DATE:** January 10,
2022

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: BS

ITEM: Reconvene in open session.

ITEM BACKGROUND:
The time is _____p.m.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 16.

AGENDA DATE: January 10,
2022

PREPARED BY: Lupe Diosdado, Development Services
Director

APPROVED BY: BS

ITEM: Deliberation and possible action regarding the sale of a certain tract of City-owned real property located in Navasota, Grimes County, Texas; determination of the method of sale; and authorize City staff to complete the procedures necessary for the proposed sale of said real property subject to final approval by the City Council.

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

**CITY OF NAVASOTA
MISCELLANEOUS ITEMS**

1. PLANNING CALENDAR

AGENDA PLANNING CALENDAR

JANUARY 10, 2022 – DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 12/27/2021

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Introduce State Representative Kyle Kacal; (b) Introduce new employees; (c) Update on Capital Improvements Project; (d) Navasota Housing Authority update; (e) Library update; (f) EDC update; (g) Update on Blue Santa; (h) Board and Commission update; and (i) Reports from staff and City Council
5. Contract with Republic Services
6. 1st reading of Ordinance No. 988-21, adopting 2021 International Building Codes
7. 1st reading of Ordinance No. 989-21, adopting 2021 Fire Codes
8. Change Order No. 2 – WWTP Improvement Project
9. Contract with Tyler Technology – software agreement
10. Resolution No. 707-22, authorized signatures for bank business
11. Sale of city owned properties
12. Consent agenda: (a) Minutes for December 2021; (b) Expenditures for December 2021; (c) 2nd reading of Ordinance No. 985-21, Pecan Lakes PUD; 2nd reading of Ordinance No. 986-21, Signs on Public Property; and (d) 2nd reading of Ordinance No. 987-21, abandoning 20 ft. alleyway, Block H, Park Place
13. Executive Session: Deliberation regarding real property and potential sale of City owned property
14. Executive Session: Utility Competitive Matters – CON Gas Utility System – Natural Gas Supply Agreements and Associated Matters
15. Reconven in open session
16. Possible action on sale of City owned property
17. Adjourn

JANUARY 12, 2022 – State of the City Address

JANUARY 18, 2022 – DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 01/04/2022

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. 1st reading of Ordinance No. 990-22, Texas Enterprise Zone Application
5. Consent agenda: (a) 2nd reading of Ordinance No. 988-21, adopting 2021 International Building Code; and (b) 2nd reading of Ordinance No. 989-21, adopting 2021 Fire Codes
6. Adjourn

JANUARY 24, 2022 – [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 01/10/2022](#)

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. Bid award for AWOS system
6. Contract with Lions Club on use of building at August Horst Park for the Boy Scout Troop
7. Resolution No. 708-22, Election Contract for 2022
8. Gas Study – February Freeze 2021
9. Quarterly Investment Report for December 2021
- 10.2nd reading of Ordinance No. 990-22, Texas Enterprise Zone Application
10. Adjourn

FEBRUARY 14, 2022 – [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 01/31/2022](#)

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Update on Capital Improvements Project; (b) Board and Commission update; and (c) Reports from staff and City Council
5. Consent agenda: (a) Minutes for January 2022; and (b) Expenditures for January 2022
6. Adjourn

FEBRUARY 28, 2022 – [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 02/14/2022](#)

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. Adjourn