

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
JANUARY 24, 2022**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 24th 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) Update on Blue Santa; [Mike Mize, Navasota Police Lieutenant]
 - (b) Board and Commission update; and
 - (c) 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. Presentation, discussion, and possible action on bid award for the Automated Weather Observation System (AWOS) at the Navasota Airport. [Jennifer Reyna, Interim Utilities Director]
6. Presentation, discussion, and possible action on the Navasota Police Department's 2021 Racial Profiling Data Report. [Shawn Myatt, Police Chief]
7. Presentation, discussion, and and possible action on the first reading of Ordinance No. 991-22, authorizing participation with Entergy Service Area Cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission in 2022 and authorizing the hiring of lawyers and rate experts. [Jason Weeks, City Manager]

8. Presentation, discussion, and possible action on Resolution No. 709-22, regarding a five-year lease purchase financing agreement with Government Capital Corporation for the purpose of procuring heavy equipment, vehicle and related equipment in the total amount of \$1,033,020.60. [Lance Hall, Finance Director]
9. Presentation, discussion, and possible action to accept the City of Navasota Quarterly Investment Report for quarter ending December 31, 2021. [Lance Hall, Finance Director]
10. Presentation, discussion, and possible action on the second reading of Ordinance No. 990-22, authorizing the City of Navasota's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, providing incentives, designating a liaison for communication with interested parties, and nominating the qualified business known as Champion Home Builders, Inc., for the property located at 9601 Industrial Drive, Navasota, Grimes County, Texas 77868, legally described as A0046 J Moore, Tract 72, Acres 20.00, as an Enterprise Project to the Office of the Governor Economic Development & Tourism through the Economic Development Bank ("Bank"). [Rayna Willenbrink, Economic Development Specialist]
11. 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 20th of January, 2022 at 10:30 AM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at www.navasotatx.gov.

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

DATED THIS THE 20TH 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 X X		X X	Jeff & Jose
			4.2.2 Improve aging and inadequate facilities.	<ul style="list-style-type: none"> Create a facilities master plan <ul style="list-style-type: none"> Hire Consultant Replace or improve animal shelter and vehicle services Sell existing warehouse and build a new one Replace the current primary fire station and EOC at the South LaSalle location. Explore the possibility of a second fire station/public safety facility at Hwy 			X X X X X	

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				105/Fairway Dr. because of the continued growth and expansion of the city and the delayed responses due to train traffic <ul style="list-style-type: none"> Valve and other mechanical equipment replacement at wastewater plant Look at alternative disinfectant treatment methods 			X X	
		4.2.4	Identify funding sources – bonds, grants, etc.	<ul style="list-style-type: none"> We currently are working with 2020 Capital Improvement Bond. We are working towards doing a bond every 2 years for CIP USDA loan Add gas capital improvement fee to monthly billing. Funding from American Rescue Plan 	X X X X			
4.3	Create additional opportunity for social and family amenities.	4.3.1	Create additional sports facilities.	<ul style="list-style-type: none"> Identify most desired facilities Identify possible locations Land acquisition Identify funding mechanism Design facilities Obtain bids/pricing on new facilities 			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 24, 2022

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: JW

ITEM: Staff Report:

(a) Update on Blue Santa; [Mike Mize, Navasota Police Lieutenant]

(b) Board and Commission update; and

(c) 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 24,
2022

PREPARED BY: Jennifer Reyna, Interim Director of Utilities

APPROVED BY: JW

ITEM: Presentation, discussion, and possible action on bid award for the Automated Weather Observation System (AWOS) at the Navasota Airport. [Jennifer Reyna, Interim Utilities Director]

ITEM BACKGROUND:

On December 22, 2021 staff performed a bid opening for the Automated Weather Observation System (AWOS) for the Navasota Airport. A total of two bids were submitted, Pappas Technologies, Inc. and DBT Transportation Services. Pappas Technologies, Inc. provided a lower bid in the amount of \$124,600, which included the Base bid, Alternate bid No 1, and Alternate bid No 2.

Reference checks on Pappas Technologies stated that Pappas Technologies provided good customer support and the ability to save the customers money on parts.

The Automated Weather Observation System is used for arriving and departing at the airport to allow pilots know what to expect from the weather. The AWOS system provides information as it relates to wind, cloud height, visibility, temperature, dewpoint, atmospheric pressure, and lighting. Currently, aircraft pilots have to call Brenham, where there is a weather station to receive this type of vital information. However, the weather in Brenham is frequently different in Navasota.

BUDGETARY AND FINANCIAL SUMMARY:

Base Bid: **\$107,100**

Alternate No. 1 Thunder Strike Alert: **\$14,000**

(Thunder Strick Alert will alert the pilots of thunderstorms.)

Alternate No. 2 Upgrade to Ultra Sonic Wind Sensor: **\$3,500**

(Ultra Sonic Wind Sensor provides wind speed and wind direction)

Base + Alternates 1 - 2: **\$124,600**

Staff is requesting approval for Base Bid (\$107,100) plus the addition of Alternate Bid No. 1 (\$14,000) and Alternate Bid No. 2 (\$3,500) for a total of \$124,600. The City will receive reimbursement from TxDOT for 75% (\$93,450) of the project; therefore, the net cost to the City is \$31,150.

STAFF RECOMMENDATION:

Staff recommends approval on the bid award for the Automated Weather Observation System (AWOS) to Pappas Technologies, Inc. in the amount of \$124,600 which includes the Base bid of \$107,100, Alternate Bid No. 1 for \$14,000 for the Thunder Strike Alert and Alternate Bid No. 2 for \$3,500 for the Ultra Sonic Wind Sensor.

ATTACHMENTS:

1. AWOS Bid Tab
2. Pappas Technologies, Inc. Bid Document



BID TABULATION SHEET
CITY OF NAVASOTA
PROJECT: (AWOS) AUTOMATED WEATHER OBSERVATION SYSTEM

DATE: DECEMBER 22, 2021
TIME: 2:00 PM

[illegible]

BID

Project Description: Siting, licensing, installation and annual maintenance including NADIN connection of the Automated Weather Observation Systems III.

Bid by: Name of Bidder PAPPAS TECHNOLOGIES INC
Address PO BOX 1047 ATLANTA TX 75321
Telephone 903-624-0669 Fax _____
E-mail Address TEWISP@AOL.COM

A TEXAS CORPORATION:

Pursuant to the foregoing Instruction to Bidders, the undersigned bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the project hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and supplies to complete all the work upon which is bid in accordance with the contract documents, within the time set forth and at the prices stated below:

INCORPORATION : 2001
PRESIDENT : T.E. PAPPAS
SECRETARY : T.E. PAPPAS

Base Bid					
Item	Qty	Unit	Description Written & Numeric Unit Price	Unit Price	Total Price
1	1	LS	<p>AWOS III including present weather sensor with a self-supporting tower, installed complete in place including site selection, site approval by TxDOT and FAA, and acquisition of FCC licensing, according to specification. Bidders shall account for all necessary expenses and effort related to site preparation to obtain a commissioned AWOS.</p> <p>ONE HUNDRED THREE THOUSAND NINE HUNDRED & ZERO cents</p>	\$ 103,900. ⁰⁰	\$ 103,900. ⁰⁰
2	1	LS	<p>One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision)</p> <p>TWO THOUSAND FOUR HUNDRED ZERO cents</p>	\$ 2400. ⁰⁰	\$ 2400. ⁰⁰
3	1	LS	<p>NADIN/WMSCR Interface Equipment with one year of NADIN connection service.</p> <p>EIGHT HUNDRED ZERO cents</p>	\$ 800. ⁰⁰	\$ 800. ⁰⁰

Total Base Bid \$ 107,100.⁰⁰

Additive Alternate Bid 1-2 Items below should be bid with the option to award depending on the availability of funds					
Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
A1	1	EA	Thunder Strike Alert <u>FOURTEEN THOUSAND</u> dollars <u>& ZERO</u> cents	\$ <u>14,000.⁰⁰</u>	\$ <u>14,000.⁰⁰</u>
A2	1	EA	Upgrade to Ultra Sonic Wind Sensor <u>THIRTY FIVE</u> dollars <u>HUNDRED</u> <u>& ZERO</u> cents	\$ <u>3500.⁰⁰</u>	\$ <u>3,500.⁰⁰</u>

Total Bid \$ 124,600.⁰⁰

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and numbers. In case of discrepancy the unit price amount shown in words shall govern. Bidders shall bid on the Base Bid and Additive Alternate 1. Bidders may bid on Additive Alternate Number 2.

The Owner reserves the right to award to the lowest responsible bidder and for any combination of the base bid and alternates in order to obtain the best value for the Owner per Texas Local Government Code Section 252.043, Texas Government Code Section 2156.007 (d), or Texas Government Code Sections 2269.055 and 2269.056, to the extent the referenced statute is applicable to this project. Funding availability will be considered in selecting the bid award.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" for installation of the equipment. Following issuance of the written "Notice to Proceed" for installation, installation shall be completed within 90 calendar days thereafter (does not include TxDOT, FCC and FAA review time). Bidder further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved change order.

Bidder understands the Owner reserves the right to reject any and all bids, any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. The bidder agrees this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of the written "Notice of Award", the bidder will execute the formal contract agreement within 14 days and deliver a surety bond or bonds as required under the contract

documents. The bid security attached in the sum of 5% of the total bid price 6,230.00 is to become the property of the Owner in the event the contract is not executed as set forth in the contract documents as liquidated damages for the delay and additional expense caused thereby.


Signature

PRESIDENT
Title

TEVIS PAPPAS
Printed Name

903-624-0669
Phone

PO Box 1047
Mailing Address

ATLANTA TX 75551
City, State, Zip Code

Addendum:

The undersigned Bidder certifies that he has acknowledged the addendum(s) to the contract as indicated below.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

NONE POSTED
AS OF 12/21/21



Qualification Acknowledgment:



I have enclosed qualification statements.

Qualification Acknowledgment Signature:



Signature

PRESIDENT

Title

PoBox 1047

Mailing Address

Atlanta TX 75551

City, State, Zip Code

Bidder Qualifications Evidence of Competency

Our technicians have worked on AWOS, NDB, PAPI, and other NAV aids for over a combined 25 years of experience.

We have installed AWOS systems in over five states. All were successfully commissioned by the FAA.

We have maintained these and other AWOS systems in five states. We currently have contracts on many AWOS systems and perform all required preventative and repair maintenance on those systems.

In your area we have for the last several years maintained the AWOS systems at:

Falfurias, TX – Bond Crosby, Airport Manager

Sinton, TX & Ingleside, TX– Gary Davis, Airport Manager

Austin Exec Airport, Austin, TX – Andy Perry, Airport Manager

El Jardin Ranch, Laredo, TX – Jamie Martin, Airport Manager

More recently we have installed a new AWOS III-PT at the McCurtain county airport in Idabel, OK. Contact at the airport is: Mr. Jimmy Howard, Airport Manager, 405-286-3558.

We have all FAA required equipment and certifications to install and maintain an AWOS III-PT. Our test equipment is certified & calibrated by a NIST standards laboratory on a yearly basis.

Key personnel available for your installation project are:

Tevis Pappas, Senior AWOS Technician, BS, MS Physics, Main contractor, Commercial pilot, FAA Flight Instructor

Zack Taylor, President, Texas AWOS Service LLC, Certified FAA AWOS Tech, Sub contractor, Pilot

Max Treptow, Certified FAA AWOS Tech, Sub contractor

Equipment Available for AWOS Installation

IFR Service monitors used for FCC calibration of radios

Various multimeters for voltage and current measurements

Recommended spares for Vaisala, All Weather, and MesoTech AWOS systems.

Calibration paddles for Visibility sensors for Vaisala, All Weather, and MesoTech.

Calibration Zero Wind chambers for All Weather, Vaisala, and MesoTech.

Barometric standard calibrated to NIST standards for Vaisala, All Weather, and MesoTech.

Temperature/Dewpoint standards calibrated to NIST standards for All Weather, Vaisala, and MesoTech.

Calibration computer system for connection directly to CHI (Ceiling Height Indicator) for maintenance and repair.

Various hand tools and specialty tools for AWOS servicing.

Aircraft owned by service technicians to provide rapid response to AWOS site for service or repairs.

FAA References For Pappas Technologies, Inc.

John Schrock, FAA Inspector, Little Rock, AR- 501-681-5434

Fred Christian, FAA Inspector, DFW Sector - 817-845-9690

John Richards, FAA Inspector, Houston Sector - 281-659-3710

Keith Plough, FAA Inspector, DFW Sector - 817-615-2338

Richard Yamashita, FAA Inspector, Albuquerque, NM

Todd Mason, FAA Inspector, Salt Lake, UT

**Additional FAA and Airport Manager references available
upon your request.**

**AWOS Sites Installed and Commissioned
by Pappas Technologies, Inc.**

Houston Executive Airport, Andy Perry, Manager

Austin Exective Airport, Reed Brickey, Manager

El Jardin Ranch Airport, Jamie Martin, Manager

Rancho Sabino Grande Airport, Jamie Martin, Manager

Sinton TX Airport, Gary Davis, Manager

Mem. Hermann Hospital Heliport, Anthony Garcia, Manager

South Padre Island Heliport, Fire Chief Garcia, Manager

Idabel, OK Airport, Jimmy Howard, Manager

Mena, AR Airport, Fred Ogden, Manager

Camden, AR Airport, Kyle Gatling, Manager

Hobbs, NM Airport, 2009, Buckeye, AZ Airport, 2008

Several more airports earlier- Names upon request

NOTICE OF FINANCIAL RESPONSIBILITY

I certify that the financial responsibility of Pappas Technologies, Inc. as stated by the enclosed CPA statement is equal or greater as of this date.

December 20, 2021

A handwritten signature in blue ink, appearing to read "Tevis Pappas", is written over a horizontal line.

Tevis Pappas

President, Pappas Technologies, Inc.

Pappas Technologies, Inc
Balance Sheet
As of 9/20/21

Assets

Current Assets

9/20/2021

Cash	\$ 98,875
Accounts Receivable	40,550
Inventories	12,000
Total Current Assets	151,425

Property and Equipment

Equipment	15,300
Accumulated Depreciation	(15,300)
Net Property and Equipment	-

Other Assets

Investment Property	131,390
Total Other Assets	131,390

Total Assets

\$ 282,815

Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$ 16,500
Total Current Liabilities	16,500

Long Term Liabilities

Notes Payable	83,200
Total Long Term Liabilities	83,200

Total Liabilities

99,700

Net Assets

183,115

Total Liabilities and Net Assets

\$ 282,815

See Accountants' Compilation Report



LICENSED IN ARKANSAS
LICENSED IN TEXAS
AICPA
TEXAS SOCIETY OF CPAs
ARKANSAS SOCIETY OF CPAs

SARAH BERRY
— CPA, PLLC —
Certified Public Accountants

1208 PINE STREET
TEXARKANA, TX 75501
WWW.SARAHBERRYCPA.COM
PHONE: 903-949-6882
FAX: 903-949-6884
SARAH@SARAHBERRYCPA.COM

To Management
Pappas Technologies, Inc.
Atlanta, TX

Management is responsible for the accompanying financial statements of Pappas Technologies, Inc, which comprise the balance sheet as of September 20, 2021 in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sarah Berry, CPA, PLLC
Texarkana, TX
September 22, 2021

Sarah Berry, CPA



Western Surety Company

BID BOND (Percentage)

Bond Number: 72424522

KNOW ALL PERSONS BY THESE PRESENTS, That we Pappas Technologies, Inc.

_____ of

P. O. Box 1047, Atlanta, TX 75551, hereinafter

referred to as the Principal, and Western Surety Company

as Surety, are held and firmly bound unto City of Navasota

of P. O. Box 910, Navasota, TX 77868,

hereinafter referred to as the Obligor, in the sum of Five (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for _____

TX60RAWOS - Install A Weather Station and Commission Weather Station

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 21st day of December, 2021.

Pappas Technologies, Inc.

(Principal)

By [Signature] (Seal)

Western Surety Company

(Surety)

By [Signature] (Seal)

Jeannette D. Blanke

Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72424522

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jeannette D. Blanke

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Pappas Technologies, Inc.

Obligee: City of Navasota

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72424522 is not issued on or before midnight of March 22, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be hereunto attested this 21st day of December, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 21st day of December, in the year 2021, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



M. Bent

Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 21st day of December, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Offenhausser & Co - Insurance Agency 518 Pine St Texarkana TX 75501-551		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED PAPPAS TECHNOLOGIES INC P O BOX 1047 Atlanta TX 75551		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDLSUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		3AA464823	04/03/2021	04/03/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE GENERAL LIABILITY POLICY INCLUDES THE FOLLOWING FORMS:

MEGL0009-01 09/18 - BLANKET ADDITIONAL INSURED

CG2001 04/13 - PRIMARY AND NONCONTRIBUTORY-OTHER INSURANCE CONDITION

MEGL0241-01 05/16 - BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

PER THE ATTACHED FORMS.

CERTIFICATE HOLDER BROOKS COUNTY TEXAS 100 EAST MILLER STREET Fairburn TX 78355	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael A. Boy</i>
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WORKERS COMP CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Offenhauser & Co. - Atlanta 205 W Main Atlanta TX 75551		CONTACT NAME: Yolanda Williams PHONE (A/C, No, Ext): (903) 796-4104 FAX (A/C, No): (903) 796-5051 E-MAIL: ywilliams@fwolins.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Texas Mutual Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2133033497

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0002059995	03/31/2021	03/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DRIVING TO/FROM JOB SITE

CERTIFICATE HOLDER

CANCELLATION

Brooks County Texas 100 East Miller Street Falfurrias TX 78355	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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State Farm Mutual Automobile Insurance Company

PO Box 853919
Richardson, TX 75085-3919



AT2
PAPPAS, TEVIS
PO BOX 1047
ATLANTA TX 75551-1047

A-187E A

AUTO RENEWAL

AMOUNT DUE: \$1,254.70

Payment is due by August 23, 2021

Your State Farm Agent

KELLI ASHBROOK-CUMMINGS

Office: 903-796-8100

Address: 510 N HWY 59

ATLANTA, TX 75551

*If you have a new or different car, have added any drivers, or have moved,
please contact your agent.*

Thank you for choosing State Farm.

Policy Number: 212 6744-B23-43E

Policy Period: August 23, 2021 to February 23, 2022

12:01 A.M. Standard Time at the address of the named insured as stated herein

Vehicles:

- 1 2015 CHEVROLET CORVETTE
- 2 2004 HYUNDAI TIBURON
- 3 2017 NISSAN FRONTIER

*USED FOR DRIVING
TO/FROM JOB SITE.*

Principal Drivers:

- | Vehicle | Principal Driver |
|---------|------------------|
| 1 | TEVIS PAPPAS |
| 2 | TEVIS PAPPAS |
| 3 | TEVIS PAPPAS |

Policy Number: 212 6744-B23-43E

Prepared July 19, 2021

1004583

Page number 1 of 5

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**Power To Pay
Your Way**



Online
statefarm.com/pay



Mobile
Use the
State Farm mobile app



Call
Automated Line: 1-800-440-0998
Your agent: 903-796-8100



Mail
Send us
a check



Visit your
State Farm
agent

Key code: 3482808604



Insured: PAPPAS, TEVIS

Policy Number: 212 6744-B23-43E

Amount Due: \$1,254.70

Please pay by August 23, 2021

Make payment to State Farm

0809109201

State Farm Insurance Companies

P.O. Box 680001
Dallas, TX 75368-0001



For Office Use Only

5-A5 A
APP DT 10-02-2021

187E-FAEB
MUTL VOL

AUTO REN

\$1,254.70

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**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 6.

AGENDA DATE: January 24,
2022

PREPARED BY: Shawn Myatt, Chief of Police

APPROVED BY: JW

ITEM: Presentation, discussion, and possible action on the Navasota Police Department's 2021 Racial Profiling Data Report. [Shawn Myatt, Police Chief]

ITEM BACKGROUND:

Senate Bill 1074 requires the Navasota Police Department to submit to the governing body of each municipality served by the agency an annual report of information collected regarding information relating to traffic stops in which a citation is issued and arrests resulting from those traffic stops, including the race or ethnicity of the individual detained and whether a search was conducted and, if so, whether the person detained consented to the search.

BUDGETARY AND FINANCIAL SUMMARY:

N/A

STAFF RECOMMENDATION:

Staff recommends acceptance of the Navasota Police Department's 2021 Racial Profiling Data Report and that the report be placed on file.

ATTACHMENTS:

1. Racial Profiling Report 2021



**Navasota Police Department
Annual Contact Data Report
2021**



Navasota Police Department

200 E. McAlpine / P.O. Box 910
Navasota, Texas 77868
Office: 936-825-6124 Fax: 936-825-7280



January 4, 2022

Since January 1, 2002, the Navasota Police Department, in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting police contact data for the purpose of identifying and responding to concerns regarding racial profiling practices. It is my hope that the findings provided in this report will serve as evidence that the Navasota Police Department continues to strive towards the goal of maintaining strong relations with the community.

This report provides statistical data relevant to the public contacts made during the period of 1/1/21 and 12/31/21.

The Navasota Police Department did not receive any complaints on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 01/01/21 – 12/31/21.

Sincerely,

A handwritten signature in blue ink that reads "Shawn Myatt".

Shawn Myatt
Chief of Police
Navasota Police Department

Navasota Police Department
General Contact Information

Navasota Police Department
P O Box 910
200 E McAlpine
Navasota, TX 77868

936-825-6124 Admin Line
936-825-6410 Police Line
936-825-7280 Fax Line

Chief of Police: Shawn Myatt

Racial Profiling Report

Agency Name: NAVASOTA POLICE DEPARTMENT
Reporting Date: 1/4/2022
TCOLE Agency Number: 185201
Chief Administrator: SHAWN MYATT
Agency Contact Information:
Phone: 936-825-6410
Email: SMYATT@NAVASOTATX.GOV
Mailing Address: P O BOX 910 / NAVASOTA, TX 77868

By submitting, the chief administrator affirms that the agency has a policy in place in accordance with Texas Code of Criminal Procedure §2.132, and that the policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and email address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 - (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
 - (E) the location of the stop; and
 - (F) the reason for the stop; and
- (7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the Texas Commission on Law Enforcement; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The Navasota Police Department has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by:

Shawn Myatt

Shawn Myatt, Chief of Police

Date:

1/4/22

Racial Profiling Report | Full report

NAVASOTA POLICE DEPARTMENT

Module(s): All

Call Type(s): All

Date Range: From 1/1/2021 To 12/31/2021

Motor Vehicle Racial Profiling Information

Total stops: 1137

Street address or approximate location of the stop

City street: 741

US highway: 0

State highway: 388

County road: 2

Private property or other: 6

Was race or ethnicity known prior to stop?

Yes: 17

No: 1120

Race or ethnicity

Alaska Native / American Indian: 8

Asian / Pacific Islander: 23

Black: 309

White: 472

Hispanic / Latino: 325

Gender

Female:

Total 392

Alaska Native / American Indian 2 Asian / Pacific Islander 6 Black 126

White 171 Hispanic / Latino 87

Male:

Total 745

Alaska Native / American Indian 6 Asian / Pacific Islander 17 Black 183

White 301 Hispanic / Latino 238

Reason for stop?

Violation of law:

Total 125

Alaska Native / American Indian 1 Asian / Pacific Islander 1 Black 33
White 54 Hispanic / Latino 36

Pre-existing knowledge:

Total 10

Alaska Native / American Indian 0 Asian / Pacific Islander 1 Black 3
White 2 Hispanic / Latino 4

Moving traffic violation:

Total 793

Alaska Native / American Indian 6 Asian / Pacific Islander 18 Black 211
White 332 Hispanic / Latino 226

Vehicle traffic violation:

Total 209

Alaska Native / American Indian 1 Asian / Pacific Islander 3 Black 62
White 84 Hispanic / Latino 59

Was a search conducted?

Yes:

Total 39

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 15
White 10 Hispanic / Latino 14

No:

Total 1098

Alaska Native / American Indian 8 Asian / Pacific Islander 23 Black 294
White 462 Hispanic / Latino 311

Reason for search?

Consent:

Total 8

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 2
White 1 Hispanic / Latino 5

Contraband:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

Probable cause:

Total 14
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 5
White 6 Hispanic / Latino 3

Inventory:

Total 8
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 3
White 2 Hispanic / Latino 3

Incident to arrest:

Total 9
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 5
White 1 Hispanic / Latino 3

Was Contraband discovered?

Yes:

Total 14

Did the finding result in arrest (total should equal previous column)?

Alaska Native / American Indian: 0
Asian / Pacific Islander: 0
Black: 3
White: 5
Hispanic / Latino: 6

Yes: 0 No: 0
Yes: 0 No: 0
Yes: 2 No: 1
Yes: 0 No: 5
Yes: 3 No: 3

No:

Total 1123
Alaska Native / American Indian 8 Asian / Pacific Islander 23 Black 306
White 467 Hispanic / Latino 319

Description of Contraband

Drugs:

Total 7
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 3
White 2 Hispanic / Latino 2

Currency:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

Weapons:

Total 3

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1
White 1 Hispanic / Latino 1

Alcohol:

Total 6

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 2 Hispanic / Latino 4

Stolen property:

Total 2

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 1 Hispanic / Latino 1

Other:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

Result of the stop

Verbal warning:

Total 37

Alaska Native / American Indian 1 Asian / Pacific Islander 0 Black 13
White 16 Hispanic / Latino 7

Written warning:

Total 935

Alaska Native / American Indian 5 Asian / Pacific Islander 22 Black 241
White 411 Hispanic / Latino 256

Citation:

Total 146

Alaska Native / American Indian 2 Asian / Pacific Islander 1 Black 46
White 43 Hispanic / Latino 54

Written warning and arrest:

Total 6
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 4
White 1 Hispanic / Latino 1

Citation and arrest:

Total 1
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1
White 0 Hispanic / Latino 0

Arrest:

Total 12
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 4
White 1 Hispanic / Latino 7

Arrest based on

Violation of the Penal Code:

Total 11
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 3
White 1 Hispanic / Latino 7

Violation of Traffic Law:

Total 0
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

Violation of City Ordinance:

Total 0
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

Outstanding Warrant:

Total 8
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 6
White 1 Hispanic / Latino 1

Was physical force resulting in bodily injury used during stop?

Yes:

Total 0
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

No:

Total 1137
Alaska Native / American Indian 8 Asian / Pacific Islander 23 Black 309
White 472 Hispanic / Latino 325

Number of complaints of racial profiling

Total 0
Resulted in disciplinary action 0
Did not result in disciplinary action 0

Submitted electronically to the



The Texas Commission on Law Enforcement

Comparative Analysis

Table 1. Citizen Contacts and U.S. Census Data of Navasota Population by Race

Race/Ethnicity*	Contacts**		Census Data		Variance	
	N	%	N	%	N	%
Caucasian	472	41.51	3359	42.0	2887	-.49
Hispanic/Latino	325	28.58	2567	32.1	2242	-3.52
African	309	27.19	1816	22.7	1507	4.49
Asian	23	2.02	0	0	-23	2.02
Native American	8	.70	0	0	-8	.70
Other	0	0	256	3.2	256	-3.2
Total	1137		7998			

*Race/Ethnicity are defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

**Contact figures include residential and non- residential contacts.

Table 2. Comparison of Contacts and U.S. Census Data of Navasota by Gender

Male/Female	Contacts*		Census Data		Variance	
	N	%	N	%	N	%
Female	392	34.48	4305	53.8	3913	-19.32
Male	745	65.52	3693	46.2	2948	19.32
Total	1137		7998			

*Contact figures include residential and non- residential contacts.

Training

In compliance with the Texas Racial Profiling Law, the Navasota Police Department has asked that all its officers adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

All officers from the Navasota Police Department have been asked to complete a TCOLE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

To date, all sworn officers of the Navasota Police Department have completed the TCOLE required racial profiling training course.

The chief of police, as part of the initial training and continued education for such appointment, will attend the LEMIT program on racial profiling. This will fulfill the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Training Law.

Summary Statement

The findings suggest that the Navasota Police Department does not currently experience a problem regarding racial profiling practices. This is supported by the fact that it has not received complaints from community members regarding officers misconduct associated with racial profiling practices.

The continuing effort to collect police contact data will assure an on-going evaluation of the Navasota Police Department practices. Thus, allowing for the citizens of the Navasota community to benefit from professional and courteous service from their police department.

Brochures with additional information concerning racial profiling, including how to make a compliment or complaint, are located in the City Hall lobby, located at 200 East McAlpine, Navasota, Texas. Compliments or complaints may also be submitted online at www.navasotatx.gov. Questions regarding these findings should be directed to Chief Myatt at (936) 825-6124.

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7. **AGENDA DATE:** January 24, 2022

PREPARED BY: Jason Weeks, City Manager

APPROVED BY: JW

ITEM: Presentation, discussion, and and possible action on the first reading of Ordinance No. 991-22, authorizing participation with Entergy Service Area Cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission in 2022 and authorizing the hiring of lawyers and rate experts. [Jason Weeks, City Manager]

ITEM BACKGROUND:

Once again, City Council is requested to authorize municipal participation in regulatory rate proceedings involving Entergy Texas, Inc. ("ETI") before the Public Utility Commission of Texas ("PUC"). The Steering Committee has long played a crucial role in limiting ETI's various requested rate increases to reasonable levels.

Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality. Additionally, cities have standing in each case before the PUC that relates to an electric utility providing service in the municipality.

ETI is expected to litigate rate change requests in various proceedings before the PUC or before municipalities in 2022, which may include (1) a base rate case, (2) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, a generation cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups, and (3) various fuel cost refunds or surcharges and reconciliations. Also, ETI is expected to file a statement of intent to increase its base rates with municipalities and the PUC in 2022. They are scheduled to file fuel factor proceedings at the PUC in February and August of 2022, and may

file other fuel proceedings to reconcile, refund, or surcharge fuel charges. Additionally, ETI is expected to file its annual proceeding with the PUC to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs.

Cities have the statutory right to set fair and reasonable rates for both ETI and customers within their cities. Each city is entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to the Texas Utility Code Section 33.023.

In previous years, the City of Navasota has participated with other cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the PUC or with municipalities. The law firm, Lawton Law Firm P.C. has represented cities regarding their ETI rate matters before local regulatory authorities and the PUC as well as with any court of law. They may employ rate experts as are recommended by the Cities' Steering Committee to intervene in fuel or rate related proceedings at the PUC concerning ETI's rates charged to Texas customers.

BUDGETARY AND FINANCIAL SUMMARY:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 991-22, authorizing participation with Entergy Service Area Cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission in 2022 and authorizing the hiring of lawyers and rate experts.

ATTACHMENTS:

1. Ordinance No. 991-22
2. Letter from Lawton Law Firm

ORDINANCE NO. 991-22

AN ORDINANCE OF THE CITY COUNCIL OF NAVASOTA, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2022; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001; and

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *Tex. Util. Code* § 33.025; and

WHEREAS, Entergy Texas, Inc. ("ETI" or "Company") is expected to litigate rate change requests in various proceedings before the Public Utility Commission of Texas ("Commission") or before municipalities in 2022, which may include (1) a base rate case, (2) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, a generation cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups, (3) and various fuel cost refunds or surcharges and reconciliations; and

WHEREAS, ETI is expected to file a statement of intent to increase its base rates with municipalities and the Commission in 2022; and

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Commission in February and August 2022, and may file other fuel proceedings to reconcile, refund, or surcharge fuel charges; and

WHEREAS, ETI is expected to file its annual proceeding with the Commission to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs; and

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities; and

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023.

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

SECTION 1. The City of Navasota shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Commission or with municipalities in 2022.

SECTION 2. The City of Navasota employs the Lawton Law Firm P.C. to represent the City regarding the ETI rate matters before local regulatory authorities and the Commission and any court of law and authorizes counsel to employ rate experts as are recommended by the Cities' Steering Committee to intervene in fuel or rate related proceedings at the Commission concerning ETI's rates charged to Texas customers.

SECTION 3. All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 4. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 5. This Ordinance shall be effective from and after the date of its passage.

PASSED by _____ vote of the City Council of the City of Navasota, Texas, this 24th day of January 2022.

THE CITY OF NAVASOTA, TEXAS

By: _____
BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED by _____ vote of the City Council of the City of Navasota, Texas, this 14th day of February 2022.

THE CITY OF NAVASOTA, TEXAS

**By: _____
BERT MILLER, MAYOR**

ATTEST:

**_____
SUSIE M. HOMEYER, CITY SECRETARY**

THE LAWTON LAW FIRM, P.C.

12600 Hill Country Blvd., Suite R-275 • Austin, Texas 78738 • 512/322-0019 • Fax: 512/329-2604

January 10, 2022

Via e-mail

Mr. Richard G. Baker
City Attorney – City of Anahuac
P.O. Box 10066
Liberty, Texas 77575

Mr. Tyrone Cooper
City Attorney – City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

Mr. Kyle Hayes
City Manager – City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

Mr. Paul Fukuda
City Attorney – Bridge City
City Attorney – Pine Forest
260 Rachal
Post Office Box 846
Bridge City, Texas 77611

Mr. Robert Pennington
City Manager – City of Cleveland
907 E. Houston
Cleveland, Texas 77327

Mr. David Olson
City Attorney – City of Cleveland
Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019

Ms. Angela Smith
City Secretary – City of Cleveland
907 E. Houston
Cleveland, Texas 77327

Mr. Gary Scott
City Attorney – City of Conroe
P.O. Box 3066
Conroe, Texas 77305

Mayor Nyla Akin Dalhaus
City of Cut and Shoot
P.O. Box 7364
Cut and Shoot, Texas 77306

Amy L. Wade
City Secretary – City of Cut and Shoot
P.O. Box 7364
Cut and Shoot, Texas 77306

Mr. Jeff Lambright
Mayor – City of Dayton
117 Cook Street
Dayton, Texas 77535

Mr. James Black
City Attorney – City of Groves
3535 Calder Avenue, Suite 310
Beaumont, TX 77706

Ms. Tina Paez
City of Houston Administration & Regulatory
Affairs Department (ARA)
611 Walker, 13 th Floor
Houston, Texas 77002

Mr. Leonard Schneider
City Attorney – City of Huntsville
City Attorney – City of Splendora
Liles Parker PLLC
2261 Northpark Dr., Suite 445
Kingwood, TX 77339

Mr. Brandon Davis
City Attorney – City of Liberty
City Attorney – City of Dayton
1517 Trinity
Liberty, Texas 77575

Mr. Alan P. Petrov
City Attorney – City of Montgomery
Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, Texas 77019

Mr. Cary Bovey
City Attorney – City of Navasota
Bovey & Cochran, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, Texas 78664

Mr. Christopher Duque
City Manager – City of Nederland
P.O. Box 967
Nederland, Texas 77627

Mr. Theo Melancon
City Manager – City of Dayton
117 Cook Street
Dayton, Texas 77535

Mr. D. E. Sosa
City Manager – City of Groves
P.O. Box 3286
Port Arthur, Texas 77643

Ms. Yushan Chang
City of Houston Legal Department
P.O. Box 368, Houston, Texas 77001-0368
City Hall Annex, 4th Floor
900 Bagby
Houston, Texas 77002

Mr. Aron Kulhavy
City Manager – City of Huntsville
1212 Ave. M
Huntsville, Texas 77340

Mr. Tom Warner
City Manager – City of Liberty
1829 Sam Houston
Liberty, Texas 77575

Mr. Richard Tramm
City Administrator – City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Mr. Brad Stafford
City Manager – City of Navasota
202 E. Washington
Navasota, Texas 77868

Mr. Jesse Branick
City Attorney – City of Nederland
221 Hwy. 69 South, Suite 100
Nederland, Texas 77627

Ms. Elizabeth Harrell
City Secretary – City of Oak Ridge North
27424 Robinson Road
Oak Ridge North, Texas 77385

Mr. Guy Goodson
City Attorney – City of Orange
GERMER PLLC
550 Fannin, Suite 400
Beaumont, Texas 77701

Mr. Rodney Price
City Attorney – City of Rose City
P.O. Box 310
Vidor, Texas 77670

Mr. Tommy Gunn
City Attorney – City of Pinehurst
202 S. Border
Orange, Texas 77630

Mr. Ronald Burton
City Manager – City of Port Arthur
P.O. Box 1089
Port Arthur, Texas 77641

Mr. Andre' Wimer
City Manager – City of Port Neches
P.O. Box 758
Port Neches, Texas 77651

Ms. Kathie Reyer
City Administrator – City of Shenandoah
29955 IH-45 N.
Shenandoah, Texas 77381

Ms. DeeAnn Zimmerman
City Manager – City of Silsbee
105 South 3rd Street
Silsbee, Texas 77656

Ms. Heather Neeley
City Manager – City of Oak Ridge North
27424 Robinson Road
Oak Ridge North, Texas 77385

Mr. Mike Kunst
City Manager – City of Orange
812 North 16th Street
P.O. Box 520
Orange, Texas 77630

Mr. Jerry Hood
City Administrator – City of Pinehurst
2497 Martin Luther King Jr. Drive
Orange, Texas 77630

Ms. Val Tizen
City Attorney – City of Port Arthur
P.O. Box 1089
Port Arthur, Texas 77641

Mr. Pete Steele
City Attorney – City of Port Neches
3120 Central Mall Drive
Port Arthur, Texas 77642

Mr. Larry L. Foerster
City Attorney – City of Roman Forest
Darden, Fowler and Creighton, LLP
414 West Phillips, Suite 100
Conroe, Texas 77301

Mr. Solomon Freimuth
City Attorney – City of Silsbee
P.O. Box 186
Port Neches, Texas 77651

Mr. Alex Stelly
City Attorney – City of Sour Lake
2615 Calder Ave., Ste. 1070
Beaumont, Texas 77702

Mr. Jack Provost
City Manager – City of Sour Lake
625 Hwy 105 W
Sour Lake, Texas 77959

Mayor Dorothy Welch
City Attorney Leonard Schneider
City of Splendora
P.O. Box 1087
Splendora, Texas 77372

Mr. Robbie Hood
City Manager - City of Vidor
1395 N. Main St.
Vidor, Texas 77662-3726

Mr. Chris Leavins
City Attorney – City of Vidor
City Attorney – City of West Orange
P.O. Box 4915
Beaumont, Texas 77704-4915

Mayor Randy Branch
Mayor – City of West Orange
2700 Western Avenue
West Orange, TX 77630

Mr. Michael S. Stelly
City of West Orange, Texas
2700 Austin Avenue
West Orange, TX 77630

Ms. Marissa Quintanilla
City Secretary – City of Willis
200 N. Bell
Willis, Texas 77378

Re: **Annual Ordinance Authorizing Municipal Participation in
Regulatory Proceedings of Entergy Texas, Inc. in 2022**

Dear Steering Committee of Cities located in Entergy Texas, Inc.’s Service Territory:

It is once again time to authorize municipal participation in regulatory rate proceedings involving Entergy Texas, Inc. (“ETI” or “Company”) before the Public Utility Commission of Texas (“PUCT” or “Commission”). **Attached is a proposed Ordinance for your consideration to authorize participation in rate proceedings in 2022. Please forward the completed Ordinance to us by email at danlawtonlawfirm@gmail.com and molly@mayhallvandervoort.com.**

In 2021, the Steering Committee of Cities continued to play a crucial role in limiting ETI’s various requested rate increases to reasonable revenue levels. Since base rates were last set in December 2018, the Company has filed numerous applications for interim cost recovery such as applications for transmission cost recovery (“TCRF”), distribution cost recovery (“DCRF”), generation cost recovery (“GCRR”), and cost recovery for the Company’s energy efficiency program (“EECRF”). The Company also filed an application to securitize approximately \$253 million in system restoration costs for damages related to Hurricanes Laura and Delta and Winter Storm Uri. Cities’ participation in these proceedings was instrumental in keeping the Company’s rates just and reasonable.

On January 1, 2021, ETI placed into service its newly-constructed Montgomery County Power Station, a 993-megawatt combined cycle gas turbine plant adjacent to the Lewis Creek

power plant in Willis, Texas. The Company sought to begin recovery of the cost of the plant through a Generation Cost Recovery Rider (“GCRR”) in late 2020, with several updates filed throughout 2021. We participated in the GCRR proceedings to ensure that Company’s proposed rates were consistent with PURA and the Commission’s Rules, and also to ensure that the Company properly adjusted its GCRR after it sold a small portion of the Montgomery County Power Station to East Texas Electric Cooperative, Inc. in June 2021.

We anticipate that 2022 will be a very busy year. First, ETI is required to file a base rate case by mid-2022 due to the size of its GCRR recovery. The base rate proceedings will include reconciliation and review of the Company’s DCRF, TCRF, and GCRR recoveries. Second, we believe the Company may file a fuel reconciliation case this year, which will include fuel costs incurred during Winter Storm Uri in February 2021. We will review these costs carefully to ensure that they are reasonable and fair to customers. Third, the Company is expected to file its annual application to amend its Energy Efficiency Cost Recovery Factor and its semi-annual Fuel Factor rate adjustments in February and August 2022. Finally, depending on the timing of ETI’s base rate case, ETI may seek rate revenue increases through the TCRF, DCRF, and GCRR cost recovery mechanisms in late 2022.

The continued support of each of the Cities in the Steering Committee has been instrumental in the successful regulation of ETI and in maintaining reasonable rates for customers within the Cities. We look forward to each City’s continued participation with the Steering Committee in the regulatory process. **Please forward completed Ordinances to us by email at danlawtonlawfirm@gmail.com and molly@mayhallvandervoort.com.**

If you have any questions or concerns, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Molly Vandervoort", written in a cursive style.

For Daniel J. Lawton

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8. **AGENDA DATE:** January 24,
2022

PREPARED BY: Lance M Hall, Finance Director

APPROVED BY: JW

ITEM: Presentation, discussion, and possible action on Resolution No. 709-22, regarding a five-year lease purchase financing agreement with Government Capital Corporation for the purpose of procuring heavy equipment, vehicle and related equipment in the total amount of \$1,033,020.60. [Lance Hall, Finance Director]

ITEM BACKGROUND:

The Fiscal Year 2021-2022 budget contained lease payments for the financing and purchase of a Trailer Jet Rig, Tractor and Mower, Sweeper, Backhoe, Dozer, and Vac Truck. The total cost of the equipment is \$966,822.16. Staff is proposing a lease purchase through Government Capital. Government Capital is a reputable company that has a history of providing great customer service to municipal clients for these type of lease purchase agreements. The lease purchase agreement is for five years with equal payments of \$206,604.12 beginning on February 3, 2023. The agreement includes a 2.249% interest rate, which equates to \$66,198.48 in interest cost over the life of the agreement. Staff has researched and test driven the equipment and is prepared to complete the purchase. To move forward with the lease purchase transaction, a resolution by the governing body is required.

BUDGETARY AND FINANCIAL SUMMARY:

- Jet Rig: \$60,444
- Tractor/Mower:\$90,726
- Sweeper:\$289,120
- Backhoe:\$ 103,790
- Dozer: \$123,680
- Vac Truck:\$ 299,062

Financing for 5 year with Annual payments of \$206,604.12 starting one year from signing.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 709-22, regarding a five-year lease purchase financing agreement with Government Capital Corporation for the purpose of procuring heavy equipment, vehicle and related equipment in the total amount of \$1,033,020.60.

ATTACHMENTS:

1. Resolution No. 709-22
2. Government Capital Finance Contract

RESOLUTION NO. 709-22

WHEREAS, contingent upon approval of the Attorney of the City of Navasota, the City of Navasota desires to enter into certain Financing Agreement, by and between Government Capital Corporation and the City of Navasota, for the purpose of financing "heavy equipment, vehicles and related equipment." The City of Navasota desires to designate this Agreement as a "qualified tax-exempt obligation" of the City of Navasota for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City of Navasota desires to designate the Finance Director, as an authorized signer of the Agreement.

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

Section 1. That the City of Navasota enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring "heavy equipment, vehicles and related equipment".

Section 2. That the Financing Agreement, by and between the City of Navasota and Government Capital Corporation is designated by the City of Navasota as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Navasota designates the finance Director, as an authorized signer of the Financing Agreement, by and between the City of Navasota and Government Capital Corporation.

PASSED and APPROVED by the Council of the City of Navasota in a meeting held on 24th day of January, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.9801** (hereafter referred to as the "Finance Contract") is dated as of **February 3, 2022**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Navasota**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from various vendors that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution, the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

(g) The Issuer will pay the Payments due by check, wire transfer, or ACH only.



6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Schedule Date of the EXHIBIT B, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or (b) sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date which has an amount shown in the "Early Redemption Value" column of Exhibit B attached hereto. "N/A" shall mean not prepayable. The Issuer shall not have the right to prepay the Finance Contract in part at any time.

(b) As condition precedent to the Issuer's right to make, and GCC's obligation to accept, any such prepayment, GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2022 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Schedule Date of the EXHIBIT B, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Schedule Date of the EXHIBIT B and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

(i) Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if we have at least ten (10) full time employees, then we, by its execution of this Contract represent and warrant to the Issuer that GCC does not boycott Israel and will not boycott Israel during the term of this Contract.

(j) Pursuant to Texas Government Code Chapters 2274 and 809, if this Contract is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the Issuer that GCC does not boycott energy companies and will not boycott energy companies during the term of this Contract.

(k) Pursuant to Texas Government Code Chapter 2274, if this Contract is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the Issuer that GCC does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Contract.

(l) GCC verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If we have misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Contract.

(m) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the ____ day of _____ in the year 2022.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature_____

Print Name _____

Print Title _____

The Issuer: City of Navasota

Lance Hall, Finance Director
200 E McAlpine Street
Navasota, TX 77868

Witness Signature_____

Print Name _____

Print Title _____

EXHIBIT A

Public Property Finance Act Contract **No.9801** (THE "FINANCE CONTRACT")
By and Between
Government Capital Corporation and **the Issuer**, City of Navasota
Dated as of January 24, 2022

QTY	DESCRIPTION
-----	-------------

Personal Property

Property Cost: \$966,822.12

Payback Period: Five (5) Annual Payments

Heavy Equipment

One (1)	310L Backhoe Loader
One (1)	Harben 4018 DTK 375 E180 High Pressure Sewer Jet
One (1)	Vactor Impact Combination Sewer Cleaner
One (1)	450K Crawler Dozer
One (1)	TYMCO Model 600 Regenerative Air Sweeper
One (1)	John Deere 6105E Cab Tractor

PROPERTY LOCATION:
200 E McAlpine Street
Navasota, TX 77868

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT **No.9801** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Navasota

Schedule Dated as of February 3, 2022

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	2/3/2023	\$206,604.12	\$21,743.83	\$184,860.29	N/A
2	2/3/2024	\$206,604.12	\$17,586.32	\$189,017.80	\$599,320.96
3	2/3/2025	\$206,604.12	\$13,335.31	\$193,268.81	\$402,905.30
4	2/3/2026	\$206,604.12	\$8,988.70	\$197,615.42	\$203,150.57
5	2/3/2027	\$206,604.12	\$4,544.32	\$202,059.80	\$0.00
Grand Totals		\$1,033,020.60	\$66,198.48	\$966,822.12	

Interest Rate: 2.249%

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.9801** (THE "FINANCE CONTRACT")
By and Between
Government Capital Corporation and **the Issuer**, City of Navasota
Dated as of January 24, 2022

I, Susie Homeyer, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Navasota, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.9801, between City of Navasota (the "Issuer") and Government Capital Corporation ("GCC").

Name

Title

Signature

Lance Hall

Finance Director

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2022.

By: _____
Susie Homeyer, City Secretary

[to be retyped on letterhead of the Issuer counsel]

Government Capital Corporation
345 Miron Dr
Southlake, TX 76092

RE: Public Property Finance Act Contract No.9801

I have examined the Public Property Finance Act Contract No.9801 (the "Finance Contract") between the City of Navasota (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the City of Navasota of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.9801.

I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;
2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and
3. The Finance Contract constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,

Attorney at Law

RESOLUTION

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING "HEAVY EQUIPMENT".

WHEREAS, City of Navasota (the "Issuer") desires to enter into that certain Finance Contract No.9801, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Heavy Equipment". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF NAVASOTA:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Heavy Equipment".

Section 2. That the Finance Contract dated as of January 24, 2022, by and between the City of Navasota and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the Finance Director or the Finance Director's designee, as the authorized signer of the Finance Contract Number 9801 dated as of January 24, 2022, by and between the City of Navasota and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

This Resolution has been PASSED upon Motion made by Board Member _____, seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is effective this _____, 2022.

Issuer: City of Navasota

Witness Signature

Bert Miller
Mayor

Susie Homeyer
City Secretary

WIRE TRANSFER FORM

*** FINANCIAL INSTITUTION INFORMATION ***

Bank's Name: _____

Bank's Address: _____

Bank's Phone#: _____

Bank's Fed Routing#: _____
(Please confirm with bank since it may be different from routing number on deposit slip)

Bank Account Name: _____

Bank Account #: _____

Ref (if needed): _____

Please note that while there will not be a charge for our outgoing wire, your Bank may charge a fee for the incoming wire

I hereby authorize Government Capital Corporation to transfer any monies due via wire transfer directly to our bank.

Signature: _____

Name: _____

Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name City of Navasota		2 Issuer's employer identification number (EIN) 74-6001763
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Susie Homeyer, City Secretary		3b Telephone number of other person shown on 3a 936-825-6475
4 Number and street (or P.O. box if mail is not delivered to street address) PO Box 910	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Navasota, TX 77868		7 Date of issue February 3, 2022
8 Name of issue Public Property Finance Act Contract No.9801		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Lance Hall, Finance Director		10b Telephone number of officer or other employee shown on 10a 936-825-6475

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ► Heavy Equipment	18	\$966,822	12
19a	If bonds are TANs or RANs, check only box 19a			
b	If bonds are BANs, check only box 19b			
20	If bonds are in the form of a lease or installment sale, check box			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	02/03/2027	\$ 966,822.12	\$ 966,822.12	3.044 years	2.249 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	N/A	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	\$966,822	12
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A	
25	Proceeds used for credit enhancement	25	N/A	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	N/A	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A	
29	Total (add lines 24 through 28)	29	N/A	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$966,822	12

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	N/A	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	N/A	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	N/A	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____	Lance Hall, Finance Director Type or print name and title
---	--

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9. **AGENDA DATE:** January 24,
2022

PREPARED BY: Lance Hall, Finance Director

APPROVED BY: JW

ITEM: Presentation, discussion, and possible action to accept the City of Navasota Quarterly Investment Report for quarter ending December 31, 2021. [Lance Hall, Finance Director]

ITEM BACKGROUND:

Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act", requires a city to provide the governing body with an investment report for review on a quarterly basis.

BUDGETARY AND FINANCIAL SUMMARY:

N/A

STAFF RECOMMENDATION:

Staff recommends reviewing and accepting the City of Navasota Quarterly Investment Report ending December 31, 2021.

ATTACHMENTS:

1. Investment Report for December 2021

CITY OF NAVASOTA INVESTMENT PORTFOLIO

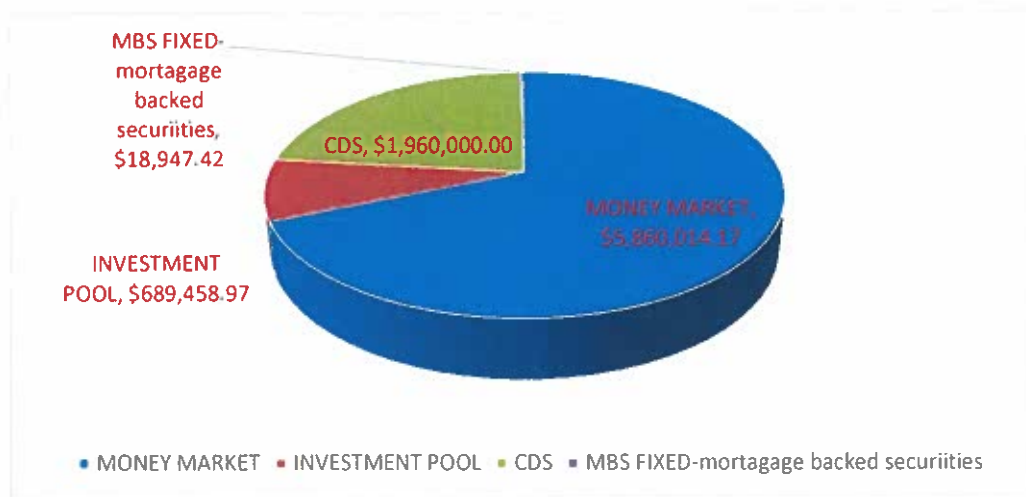
QUARTERLY SUMMARY FOR PERIOD ENDING

12/31/2021

BEGINNING BOOK VALUE	\$8,274,123.33
BEGINNING MARKET VALUE	\$8,281,855.64
ENDING BOOK VALUE	\$8,527,919.28
ENDING MARKET VALUE	\$8,528,420.56
CHANGE IN MARKET VALUE	\$246,564.92
weighted average maturity	6.071

PORTFOLIO BREAKDOWN

MONEY MARKET	\$5,860,014.17
INVESTMENT POOL	\$689,458.97
CDS	\$1,960,000.00
MBS FIXED-mortgage backed securities	\$18,947.42



YEARS	0-1	\$7,058,420.56
YEARS	1-2	\$490,000.00
YEARS	2-3	\$245,000.00
YEARS	3-4	\$735,000.00
YEARS	4-5	
YEARS	5-	

\$8,528,420.56

THIS REPORT HAS BEEN PREPARED IN COMPLIANCE WITH THE INVESTMENT POLICY
OF THE CITY OF NAVASOTA AND THE PFIA

INVESTMENT OFFICER
FINANCE DIRECTOR

INVESTMENT OFFICER
CITY MANAGER

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 10.

AGENDA DATE: January 24,
2022

PREPARED BY: Rayna Willenbrink, Economic Development
Specialist

APPROVED BY: JW

ITEM: Presentation, discussion, and possible action on the second reading of Ordinance No. 990-22, authorizing the City of Navasota's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, providing incentives, designating a liaison for communication with interested parties, and nominating the qualified business known as Champion Home Builders, Inc., for the property located at 9601 Industrial Drive, Navasota, Grimes County, Texas 77868, legally described as A0046 J Moore, Tract 72, Acres 20.00, as an Enterprise Project to the Office of the Governor Economic Development & Tourism through the Economic Development Bank ("Bank"). [Rayna Willenbrink, Economic Development Specialist]

ITEM BACKGROUND:

Texas Enterprise Zone Program is an economic development tool that allows local communities to partner with the state of Texas to encourage job creation and capital investment in economically distressed areas. Local communities can nominate a new or expanding business as an 'enterprise project.' Approved projects are eligible to apply for state sales and use tax refunds on qualified expenditures. The level and amount of refund depends on the capital investment and jobs created at the qualified business site. There is no monetary contribution required by the City for participating in the nomination of an enterprise zone project.

Jason Rosales with CFO Services has been working with Champion Homes, Inc. on a project which they are requesting the City nominate this project as a Texas Enterprise Project. Scott Isom, General Manager for Champion Home Builders, Inc. will be present at the public hearing to provide details about the job creation and capital investment of Champion Home Builders, Inc. This public hearing is part of the nomination process. The purpose of this hearing is to receive public input on the consideration of a City ordinance nominating the qualified business known as "Champion Home Builders, Inc." operating at the business site located at 9601 Industrial Drive, Navasota, Grimes County, Texas, 77868, legally described as A0046 J Moore, Tract 72, Acres 20.00, to the Economic Development & Tourism division of the Governor's Office as a Texas Enterprise Project.

A public hearing was held on January 18, 2022 and City Council approved the first reading of Ordinance No. 990-22 at this meeting. City staff attended the Grimes County Commissioner's Court meeting on Wednesday, January 19, 2022 to provide an update from the January 18, 2022 Special City Council meeting regarding the Texas Enterprise Zone Program and nomination of Champion Home Builders. The Grimes County Judge and Commissioners voted to approve a Chapter 381 Agreement between Grimes County and Champion Home Builders. This agreement includes a 3-year tax refund in the percentages of 100% for the first year, 50% for the second year, and 25% for year three. Therefore, staff recommends City Council approve the second reading of Ordinance No. 990-22.

BUDGETARY AND FINANCIAL SUMMARY:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the second reading of Ordinance No. 990-22, authorizing the City of Navasota's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, providing incentives, designating a liaison for communication with interested parties, and nominating the qualified business known as Champion Home Builders, Inc., for the property located at 9601 Industrial Drive, Navasota, Grimes County, Texas 77868, legally described as A0046 J Moore, Tract 72, Acres 20.00, as an Enterprise Project to the Office of the Governor Economic Development & Tourism through the Economic Development Bank ("Bank").

ATTACHMENTS:

1. Ordinance No. 990-22

ORDINANCE NO. 990-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS, APPROVING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE ("ACT"); PROVIDING FOR TAX INCENTIVES; DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES; NOMINATING CHAMPION HOME BUILDERS, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM ("EDT") THROUGH THE ECONOMIC DEVELOPMENT BANK ("BANK") AS AN ENTERPRISE PROJECT ("PROJECT"); PROVIDING FOR AN EFFECTIVE DATE; AND FINDING OF PROPER NOTICE AND MEETINGS.

WHEREAS, the City Council of the **City of Navasota**, Texas (City) desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the City and to provide employment to residents of such area; and

WHEREAS, the project or activity is located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, **Champion Home Builders, Inc.** has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that **Champion Home Builders, Inc.** meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, a public hearing to consider this Ordinance was held by the City Council on **January 18, 2022**;

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

SECTION 1. The City nominates **Champion Home Builders, Inc.** for enterprise project status.

SECTION 2. The following local incentives, at the election of the governing body, are or will be

made available to the nominated project or activity of the qualified business:

- a) The City may abate taxes on the increase in value of real property improvements and eligible personal property that locate at a qualified business site. The level of abatement shall be based upon the extent to which the business receiving the abatement creates and/or retains jobs, in accordance with the **City of Navasota** Economic Development Policy.
- b) The City may provide regulatory relief to businesses, including:
 - 1) zoning changes or variances;
 - 2) exemptions from unnecessary building code requirements, or inspection fees; or
 - 3) streamlined permitting.
- c) The City may provide enhanced municipal services to businesses, including:
 - 1) improved police and fire protection;
 - 2) institution of community crime prevention programs; or
 - 3) special public transportation routes or reduced fares.
- d) The City may provide improvements in community facilities, including:
 - 1) capital improvements in water and sewer facilities;
 - 2) road repair; or
 - 3) creation or improvement of parks.
- e) The City may provide improvements to housing, including:
 - 1) low-interest loans for housing rehabilitation, improvement, or new construction; or
 - 2) transfer of abandoned housing to individuals or community groups.
- f) The City may provide business and industrial development services, including:
 - 1) low-interest loans for business;
 - 2) local sales tax refunds or other tax deferrals, refunds, or incentives allowed under Chapter 380 of the Texas Local Government Code;
 - 3) economic development Type B contributions;
 - 4) tax increment financing;

- 5) special utility rates for large users;
 - 6) use of surplus school buildings or other underutilized publicly owned facilities as small business incubators;
 - 7) provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
 - 8) creation of special one-stop permitting and problem resolution centers or ombudsmen; or
 - 9) promotion and marketing services.
- g) The City may provide job training and employment services to businesses, including:
- 1) retraining programs;
 - 2) literacy and employment skills programs;
 - 3) vocational education; or
 - 4) customized job training.

SECTION 3. The proposed project is located in an area designated as an enterprise zone.

SECTION 4. The **City of Navasota** City Council directs and designates its **City Manager** as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

SECTION 5. The City finds that **Champion Home Builders, Inc.** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- a) **Champion Home Builders, Inc.** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction, located inside of an enterprise zone and at least twenty-five percent (25%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals or veterans; and
- b) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- c) The designation of **Champion Home Builders, Inc.** as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

SECTION 6. The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate not less than five (5) years after the date of enterprise zone designation by the Governor's Office.

SECTION 7. This Ordinance shall take effect from and after its passage as the law and charter in such case provides.

SECTION 8. It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place and purpose of said meetings were given as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON FIRST READING THIS THE 18TH DAY OF JANUARY, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED AND APPROVED ON SECOND READING THIS THE 24TH DAY OF JANUARY, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

Approved as to form:

CARY BOVEY, CITY ATTORNEY

**CITY OF NAVASOTA
MISCELLANEOUS ITEMS**

1. PLANNING CALENDAR

AGENDA PLANNING CALENDAR

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) Update on Blue Santa; (b) Board and Commission update; and (c) Reports from staff and City Council
5. Bid award on AWOS system
6. Racial Profiling report
7. 1st reading of Ordinance No. 991-22, hiring lawyers and experts for 2022 – Entergy Rate Increase
8. Resolution No. 709-22 - Government Capital Corporation Financing Contract
9. Quarterly Investment Report for December 2021
10. 2nd reading of Ordinance No. 990-22, Texas Enterprise Zone Application
11. 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. Contract for the May 7, 2022 City Election
6. Contract with Lions Club on use of building at August Horst Park for the Boy Scout Troop
7. Gas Study – February Freeze 2021
8. Consent agenda: (a) Minutes for January 2022; (b) Expenditures for January 2022; and (c) 2nd reading of Ordinance No. 991-22, hiring lawyers and experts for Entergy's Rate Increase
9. 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