

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
JANUARY 25, 2021**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 25th of January, 2021 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>

If you have any questions during the meeting please email them to council@navasotatx.gov or text 936-825-5557. Please ensure to provide your full name and home address.

If you prefer to call-in please dial +13462487799 and enter Meeting ID: 709 770 2250 #

To Join Meeting virtually please click link below:

<https://zoom.us/j/7097702250>

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) Presentation to Geoff Horn;

(b) Texas Birthday Bash update;

(c) Board and Commission update; and

(d) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda.

5. Consideration and possible action on bid award for 2020 Wastewater Treatment Plant Rehabilitation Project to Teal Services LLC.
6. Consideration and possible action on request from Audrey Sauls to rename Peebles Street to Baldwins Boulevard.
7. Consideration and possible action on proposal from Strand and Associates on the Pedestrian and Bicycle System Plan Amendment to Thoroughfare Plan Update Project.
8. Consideration and possible action on proposal from Brycer, LLC for service providers who will inspect and test fire protection systems.
9. Consideration and possible action on the Navasota Police Department's 2020 Racial Profiling Data Report.
10. Consideration and possible action on the first reading of Ordinance No. 951-21, amending Chapter 4 Business regulations, Article 4.02 sale of alcohol beverages regarding authorizing open containers of alcohol in the Central Business District in City of Navasota.
11. Consideration and possible action on the first reading of Ordinance No. 952-21, designating a portion of Railroad Street a one-way street and authorizing the placement of signage.
12. Consideration and possible action on the adoption of Revised Navasota Municipal Library Policy.
13. Consideration and possible action on appointment to the Brazos Valley Council of Governments Solid Waste Advisory Committee.

14. Consideration and possible action on the first reading of Ordinance No. 953-21, relating to speed zones which specifically designates additional areas in the City of Navasota in which rates of speed of thirty (30) miles per hour or more are authorized.
15. Consideration and possible action on the first reading of Ordinance No. 954-21, authorizing participation with other Entergy service area cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas in 2021.
16. Consideration and possible action adopting Procedures for CDBG-DR Monthly Activity Status Reports.
17. Consideration and possible action adopting a Policy and Procedures for Grant Payments.
18. Adjourn.

DATED THIS THE 22ND OF JANUARY, 2021

/BS/

BY: BRAD STAFFORD, 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 22nd of January, 2021 at 09:43 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 551.071-551.084.

DATED THIS THE 22ND OF JANUARY, 2021

/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.

City Manager's Message
An Executive Summary of Agenda Items and Current Issues

City of Navasota
City Council Meeting
1-25-21

1. Call to order

2. Invocation and Pledges of Allegiance

3. Remarks of Visitors

Staff is unaware of anyone wishing to address the City Council.

4. Staff Report:

Presentation to Geoff Horn – Mr. Horn served on the City Council for eight (8) years and he will be presented a token of appreciation.

Texas Birthday Bash update- Staff will provide an update on the Texas Birthday Bash.

5. Consideration and possible action on bid award for 2020 Wastewater Treatment Plant Rehabilitation Project to Teal Services LLC.

During the budget planning, staff presented a project for improvements at the wastewater treatment plant that were required to comply with the Texas Commission on Environmental Quality regulations. The budget included \$500,000 for the project. Bleyl Engineering designed the project and requested bids. Bids were opened Thursday January 21st. Two bids were received, and Teal Services, LLC was the low bidder.

6. Consideration and possible action on request from Audrey Sauls to rename Peeples Street to Baldwins Boulevard.

Audrey Sauls requested that the city change the name of Peeples Street to Baldwin's Boulevard in honor of the pastor of Mt. Calvary Baptist Church. Staff explained to her the difficulties in changing names of streets and the costs involved as well as the policy the City has adopted regarding naming of facilities. Staff then researched Peeples Street. We were unable to determine when the street was named, however we did find records of DL Peeples owning land along that street and found his history. Darling Luther Peeples was a Major and Surgeon, 2nd Reg't, Texas Infantry, Veteran of the Spanish-American War, died in Navasota in 1935 at age 72 of coronary occlusion.

- 7. Consideration and possible action on proposal from Strand and Associates on the Pedestrian and Bicycle System Plan Amendment to Thoroughfare Plan Update Project.**

Staff presented a proposal several months back regarding a pedestrian and bicycle plan with the idea of improving the trails between parks and neighborhoods. The City Council directed staff to acquire a proposal for a plan. Staff asked Strand & Associates to present a proposed amendment to the Thoroughfare plan they are developing for the City. The cost of the amendment is \$36,500. Since council said they wanted to move forward with a plan earlier staff applied for and received a \$5,000 grant to assist with the planning, which would reduce the cost to the city to \$31,500.
- 8. Consideration and possible action on proposal from Brycer, LLC for service providers who will inspect and test fire protection systems.**

Brycer proposes to contract with the City to provide services to the fire department and our commercial facilities to have fire protection systems inspected and tested.
- 9. Consideration and possible action on the Navasota Police Department's 2020 Racial Profiling Data Report.**

Navasota Police Department will present their annual racial profiling and data report.
- 10. Consideration and possible action on the first reading of Ordinance No. 951-21, amending Chapter 4 Business regulations, Article 4.02 sale of alcohol beverages regarding authorizing open containers of alcohol in the Central Business District in City of Navasota.**

Staff was asked if it was possible to allow customers to consume alcohol in the central business district. The idea was that Navasota is becoming a destination and people would like to visit the restaurants and incoming bars and brewery and purchase a drink and walk and shop along the downtown.
- 11. Consideration and possible action on the first reading of Ordinance No. 952-21, designating a portion of Railroad Street a one-way street and authorizing the placement of signage.**

During the design stages of the Railroad Street drainage improvements property owners expressed an interest in designating Railroad Street as a one-way street. The project was then designed to accommodate this change.

12. Consideration and possible action on the adoption of Revised Navasota Municipal Library Policy.

The Library proposes to change their policy to allow patrons to check out a DVD for one week instead of two days and to allow 3 DVD's per household.

13. Consideration and possible action on appointment to the Brazos Valley Council of Governments Solid Waste Advisory Committee.

Kris Gruver served on the solid waste advisory committee until his resignation. Erik Covarrubias was appointed to the position of Code Enforcement specialist when Kris resigned. Staff recommends that Erik be appointed to fill the position on the Solid Waste Advisory Committee at the BVCOG.

14. Consideration and possible action on the first reading of Ordinance No. 953-21, relating to speed zones which specifically designates additional areas in the City of Navasota in which rates of speed of thirty (30) miles per hour or more are authorized.

TXDOT performed a speed study on FM 1227, and propose to reduce speeds along two sections of the roadway that are inside the city limits from 55 to 40 and 45 miles per hour.

15. Consideration and possible action on the first reading of Ordinance No. 954-21, authorizing participation with other Entergy service area cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas in 2021.

The City has participated in the coalition of cities served by Entergy for several years. The coalition has been successful in ensuring that rate increases and other matters that go before the Public Utility Commission of Texas are appropriate and have saved customers many dollars over the years. Participation in the coalition doesn't come with a direct cost to the City.

16. Consideration and possible action adopting Procedures for CDBG-DR Monthly Activity Status Reports.

Recently the Texas General Land Office audited the City grant procedures and determined the city should adopt procedures to meet their expectations.

17. Consideration and possible action adopting a Policy and Procedures for Grant Payments.

During the General Land Office audit, they also recommended that the City amend their policy and procedures for grant payments.

Calendar of Events

January 27th-29th
Virtual

TCMA William King Cole training

February 5th
6:00 p.m.

TCMA Region 6 meeting
Houston, Texas

February 8th
6:00 p.m.

City Council Meeting
Municipal Building

February 22nd
6:00 p.m.

City Council Meeting
Municipal Building

March 5th

TCMA Region 3 meeting
Graham, Texas

March 8th
6:00 p.m.

City Council Meeting
Municipal Building

March 22nd
6:00 p.m.

City Council Meeting
Municipal Building

Respectfully submitted,

Brad Stafford
City Manager



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.*



S.M.A.R.T. GOAL SETTING SYSTEM

Area	Today's Date	Target Date	Date Achieved
City Council Retreat	May 19, 2020	2020 – 2021	

Goal Statement: A descriptive statement of the DESIRED OUTCOME.
(a S.M.A.R.T. Goal is Specific, Measurable, Actionable, Responsible and Time-bound)

The Management Connection, Inc. provided Professional Facilitation to the City of Navasota City Council on May 19th, 2020. This document captures the discussion outcomes and Council's direction to the staff for FY 2020 – 2021.

Retreat Summary

Mayor Bert Miller called the meeting to order at 9:20am. The City Manager reviewed the accomplishments made based on Council's direction at the last Retreat in September 2019. A staff member from each department shared a SWOT Analysis of the department based on current circumstances and highlighted a few key areas they wanted Council think about as they move forward. The Council provided direction on multiple items from the agenda. The direction from the Council is provided below.

City Council Direction for 2020 - 2021

Action Steps (List the specific actions you will take to achieve this goal)	Target Date	Who	Percentage Completion
1. The Council directed the City Manager not to lay off anyone from the workforce due to the current environment. The Council expressed concern that the staff was already shorthanded and operating with a heavy workload. a. The City Manager was asked to explore options on how to strengthen the workforce by adding positions. The City Manager is to conduct a Cost/Benefit Analysis for positions needed.	2020 – 2021	City Staff	
2. The Fire Chief will provide the Council with a monetary amount of what it will take to move part-time staff to full-time staff.	6/19/20	Fire Chief	
3. The City Manager and Fire Chief will consider	2020 –	City Manager,	



The Management Connection, Inc.

PROFESSIONAL FACILITATORS

options for the new Fire Station. a. Look into possible options to finance the new station with low interest rates. b. Look into building a new station with partnerships, i.e. the animal shelter. c. Staffing is the priority for the Fire Department.	2021	Fire Chief	
4. The City Staff gave a comprehensive explanation of the City's Financial Picture. The Council complimented the Staff's ability to manage the City's finances in an efficient and effective manner. The Council also acknowledged that their perspective of the finances had changed from possibly being in trouble to having a good handle on them.	2020 – 2021	City Staff	
5. The Council agreed on the criteria in which the City's Reserve funds may be used: a. The funds should be left untouched unless they are absolutely needed. b. The funds should be used as leverage for other things during this time. c. Per the Financial Policy, the Reserve funds may be used in one or a combination of the following ways: i. Emergencies; ii. One-time expenditures that do not increase reoccurring operating costs iii. Major capital purchases iv. Start-up expenditures for new programs undertaken at mid-year, provided such action is considered in the context of multiyear projections or program revenues and expenditures	2020 – 2021	City Staff	
6. The City Staff will consider opportunities to capitalize on the low interest rates and use them to the City's advantage. The Staff will present these opportunities to Council.	2020 – 2021	City Staff	
7. The City Staff gave a detailed update on the	2020 –	City Staff	



The Management Connection, Inc.

PROFESSIONAL FACILITATORS

Appraisal District. This gave the Council a clear picture of what to expect.	2021		
8. The Mayor and City Manager will create a Legislative Agenda and present it to the Council.	2020 – 2021	Mayor, City Manager	
9. The Council directed the City Manager to continue the Downtown Plan as he explained it. The City Manager is to leverage private/public partnerships in completing the project. a. The Downtown Plan addressed the streetscapes, traffic patterns, quiet zone, cross walk, building construction and financial resources.	2020 – 2021	City Staff	
10. The Council discussed the pros and cons of being part of the BCS MSA. The Council and Staff did not identify any real benefit of being part of the MSA. In fact, there was more agreement as to why the City should not be part of the MSA. The Council decided to continue to monitor the MSA.	2020 – 2021	City Staff	
11. The City Staff will continue to strengthen partnerships with other entities.	2020 – 2021	City Staff	
12. The City Manager will lead the staff in incorporating their Department SWOT Analysis into an Action Plan for 2020 – 2021.	2020 – 2021	City Staff	

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 4. **AGENDA DATE:** January 25,
2021

PREPARED BY: Brad Stafford, City Manager

APPROVED BY: BS

ITEM: Staff Report:

- (a) Presentation to Geoff Horn;
- (b) Texas Birthday Bash update;
- (c) Board and Commission update; and
- (d) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda.

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

CITY OF NAVASOTA CITY COUNCIL AGENDA

AGENDA ITEM NO.: 5.

AGENDA DATE: January 25, 2021

PREPARED BY: Jennifer Reyna, Utility Administrative Assistant

APPROVED BY: BS

ITEM: Consideration and possible action on bid award for 2020 Wastewater Treatment Plant Rehabilitation Project to Teal Services LLC.

ITEM BACKGROUND:

Bids were requested on the first phase of the wastewater treatment plant rehabilitation project. Two (2) contractors submitted bids for the project.

M-W-D Construction

Teal Services LLC

BUDGETARY AND FINANCIAL SUMMARY:

Base Bid: **\$374,689**

Alt No. 1: **\$950**

Total Contract Amount: \$375,639

STAFF RECOMMENDATION:

Staff recommends awarding the bid including alternate no. 1 for the 2020 Wastewater Treatment Plant Rehabilitation Project to Teal Services, LLC in the amount of \$375,639.

ATTACHMENTS:

1. 2020 WWTP Recommendation of Award
2. 2020 WWTP CIP Bid Tab
3. 2020 WWTP CIP Construction Drawings



January 21, 2021

Brad Stafford
City Manager
City of Navasota
200 E. McAlpine
Navasota, Texas 77868

Re: Recommendation of Award
WWTP Headworks and Rotor Improvements
Bleyl Project No. 12658

Dear Mr. Stafford:

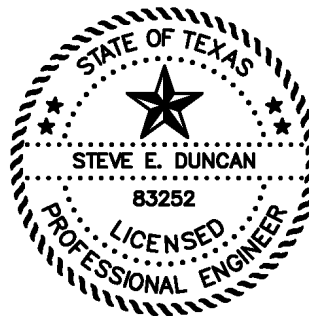
Public bids for the referenced project were received and read aloud today at 2:00 pm. The low Base Bid was provided by Teal Construction LLC in the amount of \$374,689. They are an established contractor with a history of completing similar projects. A copy of the bid tabulation is attached.

We recommend awarding the following:

- **Teal Construction LLC**
- **\$375,639** (Base Bid plus Alternate Bid A1)

Regards,

Steve E. Duncan, PE, LEED AP
Senior Director
Bleyl Engineering



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BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT

1722 BROADMOOR DRIVE, SUITE 210, BRYAN, TX 77802
(979) 268-1125 | FIRM NO. 678
WWW.BLEYLENGINEERING.COM

BID TABULATION

City of Navasota

WWTP Headworks and Rotor Improvements

Job No. 12658

1/21/2021 @ 2:00 PM

Item No.	Item Description	Unit Measu	Unit Quantity	1 Teal Construction LLC Anderson		2 MWD Construction Hempstead	
				Unit Price	Total	Unit Price	Total

BASE BID

TEST HOLE

1	Mobilization and project overhead	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 31,900.00	\$ 31,900.00
2	Headworks Rehabilitation	LS	1	\$ 237,689.00	\$ 237,689.00	\$ 316,500.00	\$ 316,500.00
3	Rotors 1C and 1D Rehabilitation	LS	1	\$ 125,000.00	\$ 125,000.00	\$ 141,300.00	\$ 141,300.00
TOTAL BASE BID:					\$ 374,689.00		\$ 489,700.00

ALTERNATE ITEMS

A1	Flowable Fill including 1 truck at up to 4 cubic yards	EA	1	\$ 950.00	\$ 950.00	\$ 1,700.00	\$ 1,700.00
A2	ADD (DEDUCT) for alternate screen equipment.	LS	1	NO BID	NO BID	NO BID	NO BID

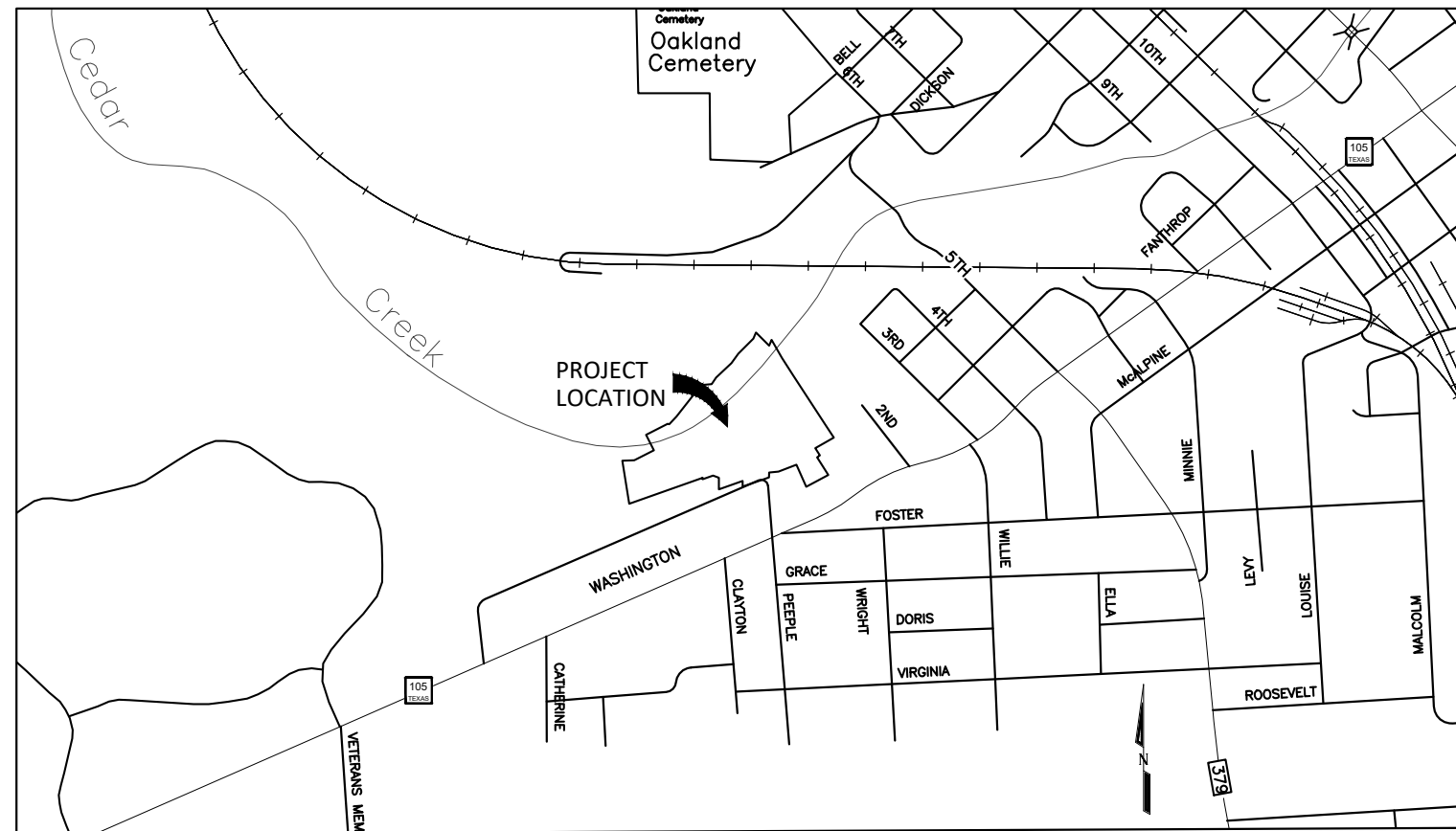
TOTAL BASE BID plus ALTERNATE A1:

\$ 375,639.00

\$ 491,400.00

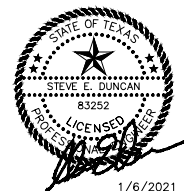


SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
1	COVER
2	NOTES
3	OVERALL PLAN
4	HEADWORKS PLAN
5	HEADWORKS DETAILS
6	SCREEN DETAILS
7	ROTOR PLAN
8	ROTOR 1C DETAILS
9	ROTOR 1D DETAILS



CITY MANAGER: BRAD STAFFORD
DIRECTOR OF UTILITIES: JEFF GREER
UTILITY SUPERINTENDENT: MATT JULIAN

AUSTIN	BRYAN	CONROE	HOUSTON
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CITY OF NAVASOTA
WASTEWATER TREATMENT PLANT

DESIGN: SED	
CAD: JPH	RWV: SED
PROJECT NO: 12658	
SHEET: 1	OF:

ABBREVIATIONS	
AE	ACCESS EASEMENT
ARV	AIR RELEASE VALVE
ASPH	ASPHALT
BC	BACK OF CURB
BFE	BASE FLOOD ELEVATION
BL	BUILDING LINE
BOV	BLOW-OFF VALVE
CL	CENTERLINE
CLD	CENTERLINE OF DITCH
CONC	CONCRETE
CSS	CEMENT STABILIZED SAND
DBL	DOUBLE
DGFL	DEPRESSED GUTTER FLOW LINE
DIA	DIAMETER
DA	DRAINAGE AREA
DE	DRAINAGE EASEMENT
DWY	DRIVEWAY
EA	EACH
ESMT	EASEMENT
EOP	EDGE OF PAVEMENT
EXIST	EXISTING
EXT	EXTENSION
FC	FACE OF CURB
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FND	FOUND
FM	FORCE MAIN
FP	FLOODPLAIN
FW	FLOODWAY
GV	GATE VALVE
GV&B	GATE VALVE AND BOX
GFL	GUTTER FLOW LINE
GUY	GUY WIRE
HB	HIGH BANK
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HMAC	HOT MIX ASPHALT CONCRETE
INT	INTERSECTION
IP	IRON PIPE
IR	IRON ROD
JB	JUNCTION BOX
LT	LEFT
LF	LINEAR FEET
MH	MANHOLE
ME	MATCH EXISTING ELEVATION
MEP	MATCH EXISTING PAVEMENT
MAX	MAXIMUM
MIN	MINIMUM
MCDR	MONTGOMERY COUNTY DEED RECORDS
MCMR	MONTGOMERY COUNTY MAP RECORDS
MCRPR	MONTGOMERY COUNTY REAL PROPERTY RECORDS
NG	NATURAL GROUND
OCEW	ON CENTER EACH WAY
OFST	OFFSET
OHE	OVERHEAD ELECTRIC
OPR	OFFICIAL PUBLIC RECORD
PVMT	PAVEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PVI	POINT OF VERTICAL INTERSECTION
PVC	POLYVINYL CHLORIDE PIPE
PP	POWER POLE
PROP	PROPOSED
RCP	REINFORCED CONCRETE PIPE
RED	REDUCER
RT	RIGHT
ROW	RIGHT OF WAY
S	SLOPE
SAN	SANITARY SEWER
SHT	SHEET
SHLDR	SHOULDER
SNGL	SINGLE
SF	SQUARE FEET
STA	STATION
STM	STORM SEWER
SY	SQUARE YARDS
TB	TOP OF BANK
TEMP	TEMPORARY
TC	TOP OF CURB
TG	TOP OF GRATE
TP	TOP OF PAVEMENT
TRC	TOP OF RIBBON CURB
TW	TOP OF WALK/SIDEWALK
TPE	TREE PRESERVATION EASEMENT
TPZ	TREE PRESERVATION ZONE
TYP	TYPICAL
UE	UTILITY EASEMENT
WTR	WATER LINE
WSE	WATER SURFACE ELEVATION

STANDARD NOTES

- THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE STANDARD DETAILS AND SPECIFICATIONS FOR PROPOSED IMPROVEMENTS.
- REVISIONS TO THESE ENGINEERING PLANS MUST BE AUTHORIZED BY BLEYL ENGINEERING PRIOR TO CONSTRUCTION. BLEYL ENGINEERING - (979) 268-1125
- THE CONTRACTOR SHALL:
 - NOTIFY BLEYL ENGINEERING (979)-268-1125 AND ALL OTHER PERTINENT AGENCIES 48 HRS BEFORE STARTING WORK.
 - NOTIFY ALL APPROPRIATE UTILITY COMPANIES 48 HOURS PRIOR TO ANY EXCAVATION.
 - NOTIFY THE ENGINEER AND ALL PERTINENT AGENCIES OF ALL DESIRED FIELD CHANGES. THE ENGINEER'S APPROVAL MAY BE REQUIRED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY AND SAFETY PROVISIONS REQUIRED TO PROTECT INDIVIDUALS, EQUIPMENT, MATERIALS AND WORKMANSHIP NECESSARY FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF MATERIALS IN SAFE AND WORKMANLIKE MANNER TO PREVENT INJURIES DURING AND AFTER WORKING HOURS UNTIL PROJECT COMPLETION.
- THE CONTRACTOR SHALL ADVISE THE ENGINEER OF ANY APPARENT OR SPECIAL NEEDS TO COMPLETE THE SCOPE OF WORK INCLUDED IN THIS PROJECT. THESE MAY INCLUDE THE NEED FOR OWNER PROVIDED SERVICES SUCH AS WATER, STAFF AVAILABILITY, ETC.
- ACCURATE RECORDS SHOWING THE INSTALLED LOCATIONS OF ALL IMPROVEMENTS SHALL BE MAINTAINED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO MAINTAIN ACCESS DURING THE CONSTRUCTION PERIOD. SCHEDULING OF ACTIVITIES SHOULD EMPHASIZE ACCESSIBILITY TO THE PROJECT SITE. EXTENDED PERIODS OF RESTRICTED ACCESS MUST BE LIMITED.
- THE CONTRACTOR SHALL PROTECT EXISTING MONUMENTS, YARDS, UTILITIES, DRIVES, CURBS, SIGNS, IMPROVEMENTS, AND OWNER'S FACILITIES FROM DAMAGE DURING CONSTRUCTION. DAMAGE DONE TO THESE ITEMS SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. STRUCTURES WHICH REQUIRE DISMANTLING OR REMOVAL SHALL BE RECONSTRUCTED OR REPLACED TO EQUAL OR BETTER THAN ORIGINAL CONDITION.
- AT THE END OF ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL RESTORE EXISTING FACILITY (I.E. PROPERTY) EQUAL TO OR BETTER THAN EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION. CLEAN-UP ACTIVITIES SHALL BE MAINTAINED THROUGHOUT THE CONTRACT PERIOD.
- THE CONTRACTOR SHALL TAKE SPECIAL CARE TO ENSURE THAT SURFACE DRAINAGE IS NOT IMPEDED BY CONSTRUCTION WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND PROTECTION OF CONSTRUCTION ACTIVITIES DURING THE CONTRACT PERIOD. THIS SHALL INCLUDE ANY EROSION CONTROL MEASURES AND RE-GRADING NECESSARY TO ACHIEVE THE LINES AND GRADES SET FORTH BY THESE PLANS.
- ALL TESTING PROCEDURES USED ON THIS PROJECT SHALL CONFORM TO THE TCEQ, AWWA, NSF OR APPLICABLE STANDARDS. THE TESTING EXPENSE SHALL BE BORNE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED.
- THE CONTRACTOR SHOULD BE AWARE THAT THERE ARE OVERHEAD AND UNDERGROUND ELECTRICAL, TELEPHONE, ETC. LINES WITHIN THE PROJECT SITE. THE CONTRACTOR AND HIS PERSONNEL SHALL EXERCISE CARE AROUND THESE LINES TO PREVENT DAMAGE TO LINES AND INJURY TO THE PERSONNEL. ANY DAMAGE SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES WITH FACILITIES IN THE PROJECT LOCATION NO LESS THAN 48 HOURS PRIOR TO CONSTRUCTION ACTIVITIES IN THE RESPECTIVE WORK AREAS. ADEQUATE PROVISIONS FOR PROTECTING EXISTING FACILITIES SHOULD BE EMPLOYED.
- ALL UNDERGROUND UTILITY LINES, SIZES, AND MATERIAL TYPES SHOWN ON THE PLANS ARE FOR THE PURPOSE OF MAKING THE CONTRACTOR AWARE THAT THEY EXIST. NEITHER THE OWNER, NOR THE ENGINEER GUARANTEES THE ACCURACY THEREOF. ALSO, THE LOCATIONS OF SOME EXISTING UTILITY LINES ARE NOT KNOWN AND THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE AND MATERIAL TYPES OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE FINAL ALIGNMENT OF THE PROPOSED MAIN LINES ARE SUBJECT TO MODIFICATION PENDING THE ESTABLISHMENT OF EXISTING UTILITY LOCATIONS.
- CONNECTIONS TO EXISTING LINES SHALL INCLUDE ALL REQUIRED FITTINGS, MATERIALS REQUIRED TO MAKE A SUCCESSFUL TIE IN MEETING ALL APPLICABLE STANDARDS.
- THE LOADING AND UNLOADING OF ALL MATERIALS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SHALL AT ALL TIMES BE PERFORMED WITH CARE TO AVOID ANY DAMAGE TO THE MATERIAL. THE CONTRACTOR SHALL LOCATE AND PROVIDE THE NECESSARY STORAGE AREAS FOR MATERIALS AND EQUIPMENT.
- ALL MATERIALS AND EQUIPMENT SHALL BE BOTH FURNISHED AND INSTALLED UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE SHEETING, SHORING AND BRACING AS NECESSARY TO PROTECT WORKMEN AND EXISTING UTILITIES DURING ALL PHASES OF CONSTRUCTION AS PER OSHA REQUIREMENTS.

CONTRACTOR SHALL USE CAUTION DURING CONSTRUCTION IN THE VICINITY OF ALL OVERHEAD ELECTRIC. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS IN REGARDS TO CLEARANCES AND CONSTRUCTION ACTIVITIES.

CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS, AND CONFIRM POINTS OF CONNECTIONS TO EXISTING IMPROVEMENTS, INCLUDING CONFIRMATION OF ELEVATIONS AND GRADES OF EXISTING FACILITIES AND UTILITIES PRIOR TO STARTING ANY GRADING, PAVING OR UTILITY INSTALLATION. VERIFICATION OF LOCATIONS AND FUNCTIONS OF EACH EXISTING STRUCTURE OR SYSTEM AND ALL EXISTING UTILITY GRADES AND INVERT ELEVATIONS IS THE CONTRACTOR'S RESPONSIBILITY. NOTIFY THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. ANY CONFLICTS OR ERRORS BETWEEN EXISTING FIELD CONDITIONS AND ENGINEERING PLANS MUST BE RESOLVED PRIOR TO STARTING EXCAVATION OR SETTING ANY GRAVITY SEWER (STORM OR SANITARY) AND APPURTENANCES.

THE DESIGN OF THE PROJECT WILL HAVE NO NEGATIVE EFFECT ON THIS DEVELOPMENT OR ON THE SURFACE WATER ELEVATION AND/OR THE ADJACENT PROPERTIES. NOR WILL THE DESIGN UNREASONABLY:

A) IMPEDE THE NATURAL FLOW OF SURFACE WATERS FROM HIGHER ADJACENT PROPERTIES.

B) ALTER THE NATURAL FLOW OF SURFACE WATERS SO AS TO DISCHARGE THEM UPON ADJACENT PROPERTIES AT A MORE RAPID RATE, IN GREATER QUANTITIES OR IN A DIFFERENT LOCATION THAN WOULD RESULT FROM THE PRE DEVELOPMENT NATURAL FLOW OF SURFACE WATERS;

C) COLLECT OR CONCENTRATE THE FLOW OF SURFACE WATERS FOR DISCHARGE INTO AN EXISTING NATURAL OR ARTIFICIAL DRAINAGE WAY IN A MANNER WHICH EXCEEDS THE CAPACITY OF THE RECEIVING WATER COURSE.

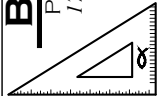
PROJECT NOTES

- MATERIALS, CONSTRUCTION AND TESTING TO BE IN ACCORDANCE WITH THE CITY OF NAVASOTA ORDINANCES AND SPECIFICATIONS.
- CONTRACTOR TO OBTAIN ALL DEVELOPMENT AND CONSTRUCTION PERMITS REQUIRED BY GRIMES COUNTY, TEXAS, AND THE CITY OF NAVASOTA AT HIS EXPENSE PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL GIVE NOTICE TO THE CITY OF NAVASOTA 48 HOURS PRIOR TO COMMENCEMENT OF WORK. PRIMARY CONTACT TO BE MATT JULIAN AT 936.825.6450.
- CONTRACTOR WORK HOURS TO BE 7:00 AM TO 6:00 PM MONDAY THRU SATURDAY.
- ALL EQUIPMENT AND DEBRIS FROM CONSTRUCTION TO BE REMOVED FROM THE SITE AT END OF PROJECT.
- ALL UNSATISFACTORY AND/OR WASTE MATERIALS INCLUDING VEGETATION, ROOTS, CONCRETE AND DEBRIS SHALL BE HAULED OFF-SITE BY THE CONTRACTOR. INCLUDE COST OF THIS WORK, INCLUDING HAUL, IN OTHER ITEMS OF THIS PROJECT. CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES.
- ANY REQUIRED CHANGES TO THE DRAWINGS RESULTING FROM THE ACCEPTANCE OF ALTERNATES AND/OR SUBSTITUTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
- THE CONTRACTOR IS ADVISED THAT THE EXISTING PLANT OPERATIONS MUST BE MAINTAINED DURING THE CONSTRUCTION PERIOD. SCHEDULING OF CONSTRUCTION ACTIVITIES AND INTERFACE WORK WITH THE EXISTING PLANT SHALL BE UNDERTAKEN IN A MANNER SO AS TO MINIMALLY AFFECT OPERATIONS. SPECIAL REQUIREMENTS SUCH AS BY-PASS PUMPING OR SHORT-TERM VARIATIONS IN PLANT OPERATIONS SHALL BE PROVIDED OR SCHEDULED AS NECESSARY TO COMPLETE THE NOTED WORK ACTIVITIES.
- THROUGHOUT THE DURATION OF THE CONTRACT PERIOD, THE CONTRACTOR SHALL MAINTAIN CLOSE COORDINATION WITH THE CITY AND ENGINEER REGARDING SCHEDULING AND PROGRESS OF THE PROJECT. THIS REQUIREMENT IS SPECIFICALLY IMPORTANT WITH REGARDS TO PLANT OPERATIONS.
- SEE RECORD DRAWING OF THE EXISTING PLANT FOR FURTHER DETAILS.

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AUSTIN BRYAN CONROE HOUSTON

NOTES

WWTP HEADWORKS AND ROTOR IMPROVEMENTS
CITY OF NAVASOTA
WASTEWATER TREATMENT PLANT



1/6/2021

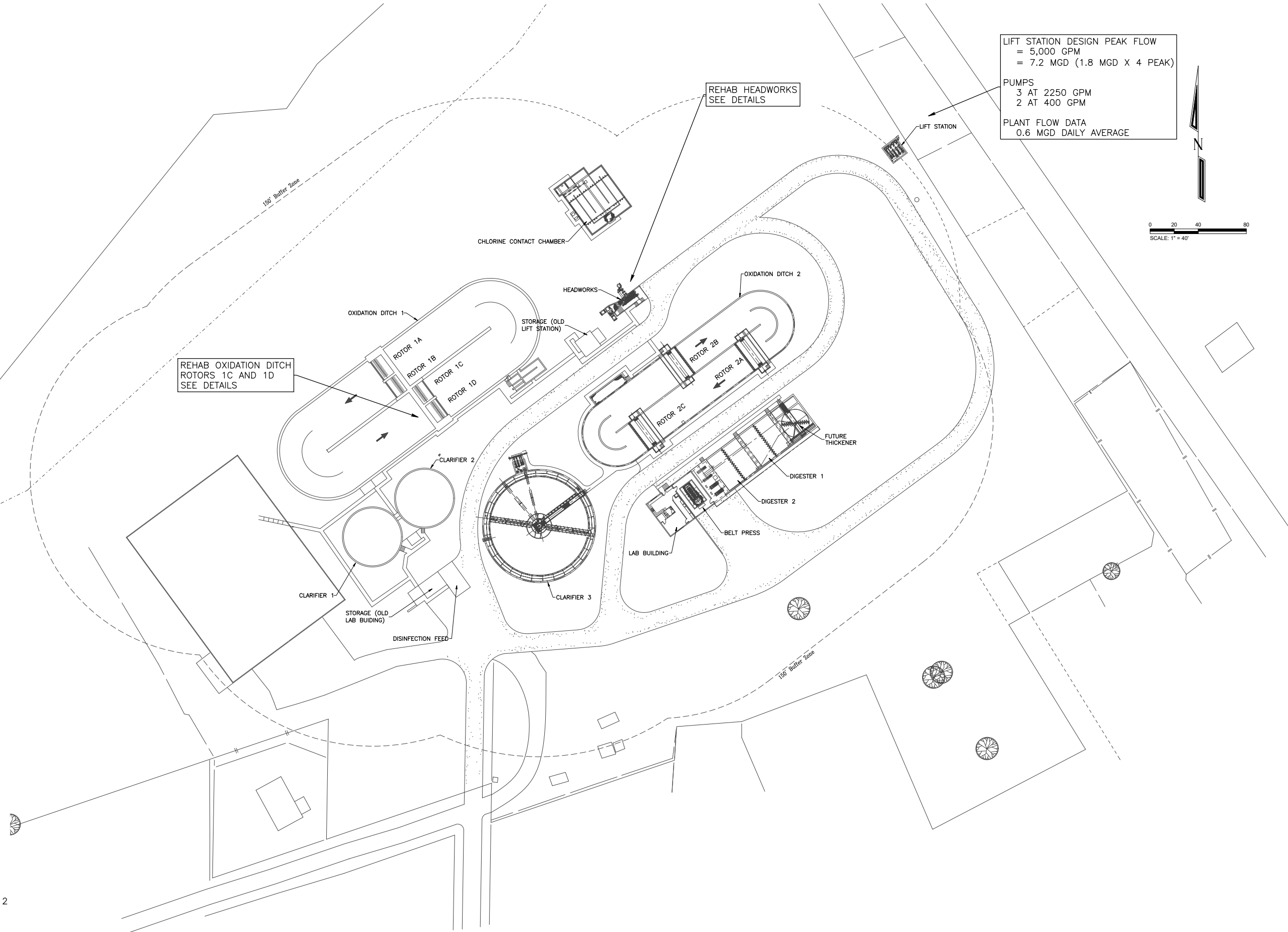
DESIGN: SED

CAD: JPH RWV: SED

PROJECT NO: 12658

SHEET: 2 OF:

PLANT HISTORY
1977 ORIGINAL PLANT
OMALLEY AND CLAY INC
OXIDATION DITCH 1
CLARIFIER 1 AND 2
1994 1.8 MGD EXPANSION
PLEDGER KALKOMEY INC
LIFT STATION
OXIDATION DITCH 2
CLARIFIER 3
CHLORINE CONTACT
HEADWORKS/FINE SCREEN
AEROBIC DIGESTER 1 AND 2
BELT FILTER PRESS
LAB BUILDING
2009 TXCDBG
JONES&CARTER
HEADWORKS CONTAINMENT
EMERGENCY GENERATOR



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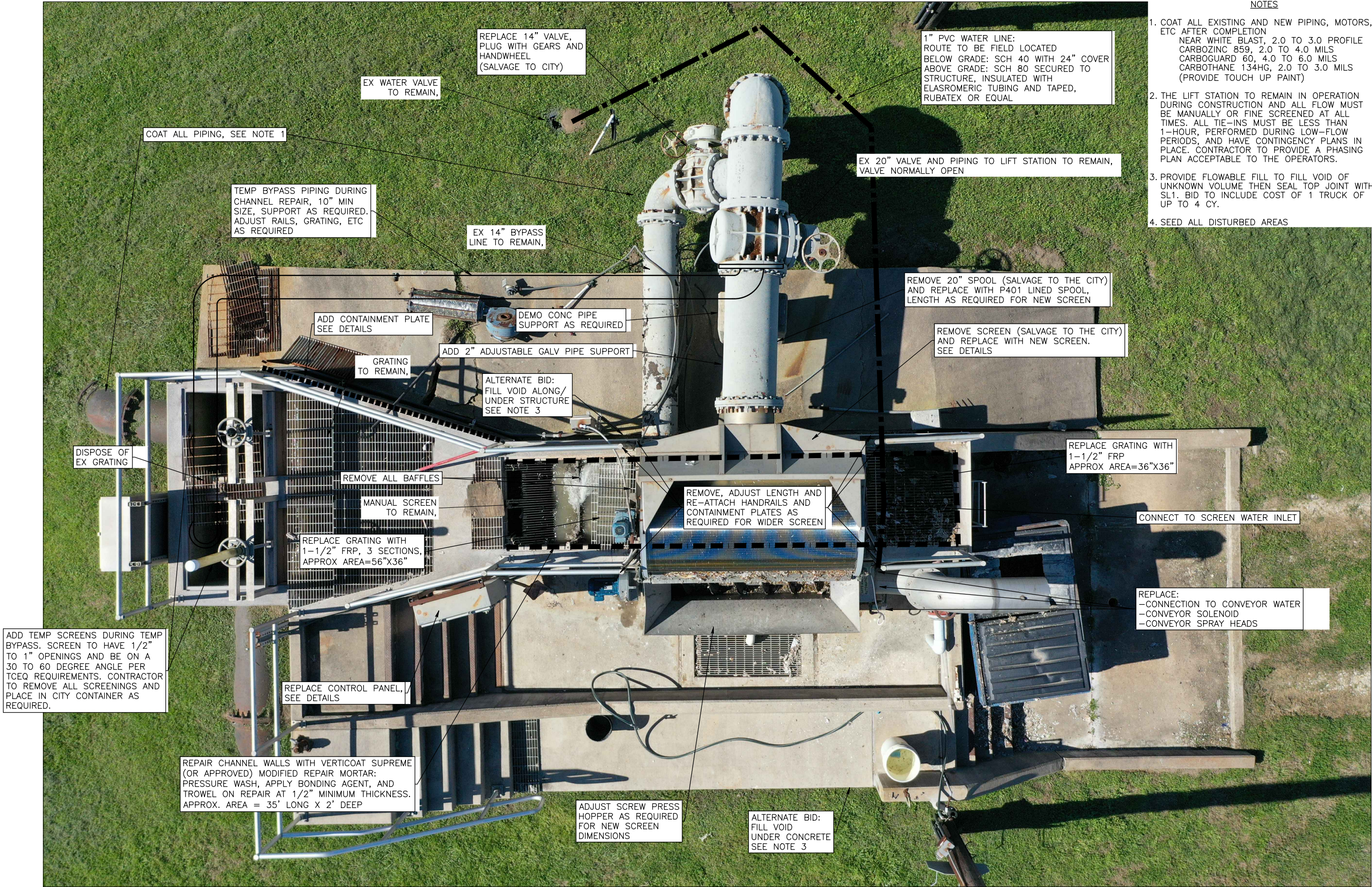
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OVERALL PLAN

WWTP HEADWORKS AND
ROTOR IMPROVEMENTS
CITY OF NAVASOTA
WASTEWATER TREATMENT PLANT



DESIGN: SED
CAD: JPH RVW: SED
PROJECT NO: 12658
SHEET: 3 OF:



NOTES

1. COAT ALL EXISTING AND NEW PIPING, MOTORS, ETC AFTER COMPLETION
NEAR WHITE BLAST, 2.0 TO 3.0 PROFILE CARBOZINC 859, 2.0 TO 4.0 MILS CARBOGUARD 60, 4.0 TO 6.0 MILS CARBOTHANE 134HG, 2.0 TO 3.0 MILS (PROVIDE TOUCH UP PAINT)
2. THE LIFT STATION TO REMAIN IN OPERATION DURING CONSTRUCTION AND ALL FLOW MUST BE MANUALLY OR FINE SCREENED AT ALL TIMES. ALL TIE-INS MUST BE LESS THAN 1-HOUR, PERFORMED DURING LOW-FLOW PERIODS, AND HAVE CONTINGENCY PLANS IN PLACE. CONTRACTOR TO PROVIDE A PHASING PLAN ACCEPTABLE TO THE OPERATORS.
3. PROVIDE FLOWABLE FILL TO FILL VOID OF UNKNOWN VOLUME THEN SEAL TOP JOINT WITH SL1. BID TO INCLUDE COST OF 1 TRUCK OF UP TO 4 CY.
4. SEED ALL DISTURBED AREAS

REV	DATE	BY	APP	COMMENT

PREPARED FOR:
CITY OF NAVASOTA
TPDES NO. WQ0010231 - 001
200 E. McALPINE ST.
NAVASOTA, TX. 77868

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AUSTIN

BRYAN

CONROE

HOUSTON

HEADWORKS PLAN
WWTP HEADWORKS AND ROTOR IMPROVEMENTS
CITY OF NAVASOTA
WASTEWATER TREATMENT PLANT

DESIGN: SED
CAD: JPH RWV: SED
PROJECT NO: 12658
SHEET: 4 OF:

REPLACE CONTROL PANEL. PANEL BY SCREEN MANUFACTURER FOR CONTROL OF BOTH SCREEN AND CONVEYOR SYSTEMS, NEMA 4X SS WITH 3-POINT LATCH AND INTERIOR DOOR. PROVIDE 6" MIN CLEARANCE FROM BOTTOM OF PANEL TO TOP OF EX CONCRETE.

- CONTROL SCHEME:
- SCREEN RUNS WHEN LIFT STATION PUMPS RUN
 - CONVEYOR RUNS WHEN SCREEN RUNS
 - WASH SYSTEMS RUN AS REQUIRED BY SCREEN AND CONVEYOR
 - INCLUDE ABILITY FOR FUTURE SCADA.

REPLACE UNITSTRUT WITH SS, SECURE WITH 3/8" EXPANSION ANCHORS

REPLACE 3/4" CONDUIT AND WIRE TO DISCONNECT, BOX AND OTHER CONDUIT TO REMAIN

REPLACE TOP CONNECTION, 3/4" CONDUIT AND WIRE TO SCREEN, BOX AND LOWER CONDUIT TO REMAIN



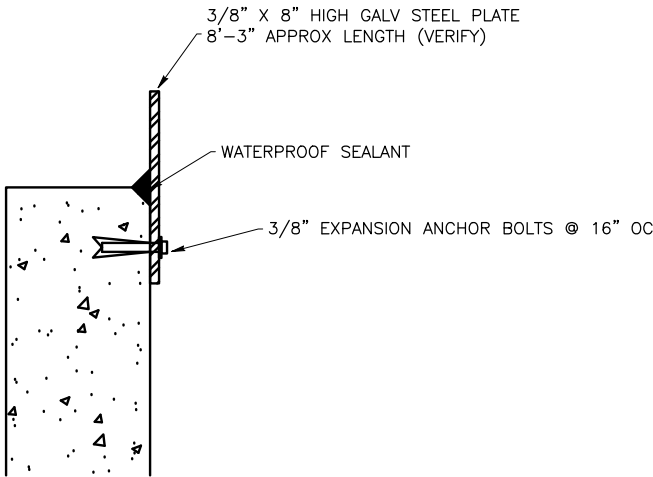
REMOVE CONDUIT TO PREVIOUSLY REMOVED BYPASS VALVE ACTUATOR. (NO LONGER NEEDED SINCE NEW SCREEN HAS INTERNAL OVERFLOW)

ADD CONDUIT, WIRE AND SOLENOID TO SCREEN WATER SUPPLY, ROUTE AS REQUIRED

REMOVE BOX AND INCORPORATE E-STOP INTO NEW PANEL

REPLACE 3/4" CONDUIT, WIRE AND ALL CONNECTIONS
REPLACE SOLENOID TO CONVEYOR WATER SPRAY

CONTROL PANEL REPLACEMENT



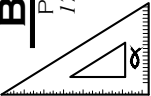
CONTAINMENT PLATE

PREPARED FOR:

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HEADWORKS DETAILS

WWTP HEADWORKS AND
ROTOR IMPROVEMENTS

CITY OF NAVASOTA
WASTEWATER TREATMENT PLANT



1/6/2021

DESIGN: SED

CAD: JPH

RVW: SED

PROJECT NO: 12658

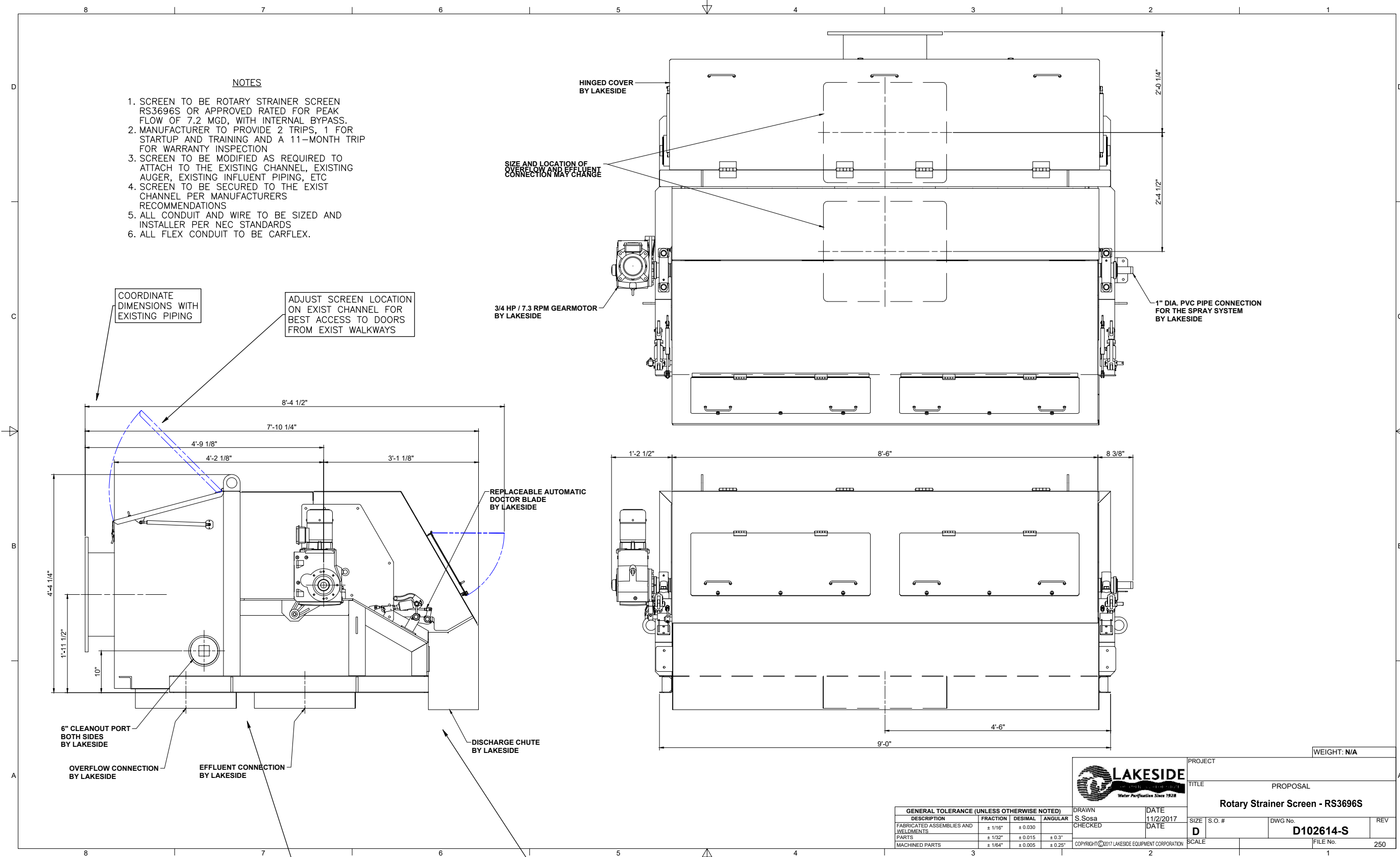
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SOUNCAN
ORIGINAL LAYOUT SIZE - 22X34

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NOTES

1. SCREEN TO BE ROTARY STRAINER SCREEN RS3696S OR APPROVED RATED FOR PEAK FLOW OF 7.2 MGD, WITH INTERNAL BYPASS.
2. MANUFACTURER TO PROVIDE 2 TRIPS, 1 FOR STARTUP AND TRAINING AND A 11-MONTH TRIP FOR WARRANTY INSPECTION
3. SCREEN TO BE MODIFIED AS REQUIRED TO ATTACH TO THE EXISTING CHANNEL, EXISTING AUGER, EXISTING INFLUENT PIPING, ETC
4. SCREEN TO BE SECURED TO THE EXIST CHANNEL PER MANUFACTURERS RECOMMENDATIONS
5. ALL CONDUIT AND WIRE TO BE SIZED AND INSTALLER PER NEC STANDARDS
6. ALL FLEX CONDUIT TO BE CARFLEX.

GENERAL TOLERANCE (UNLESS OTHERWISE NOTED)			
DESCRIPTION	FRACTION	DECIMAL	ANGULAR
FABRICATED ASSEMBLIES AND WELDMENTS	± 1/16"	± 0.030	
PARTS	± 1/32"	± 0.015	± 0.3°
MACHINED PARTS	± 1/64"	± 0.005	± 0.25°



DRAWN S. Sosa	DATE 11/2/2017
CHECKED	DATE
COPYRIGHT © 2017 LAKESIDE EQUIPMENT CORPORATION	

PROJECT		TITLE	
PROPOSAL		Rotary Strainer Screen - RS3696S	
SIZE D	S.O. #	DWG No. D102614-S	REV
SCALE		FILE No. 250	

WEIGHT: N/A

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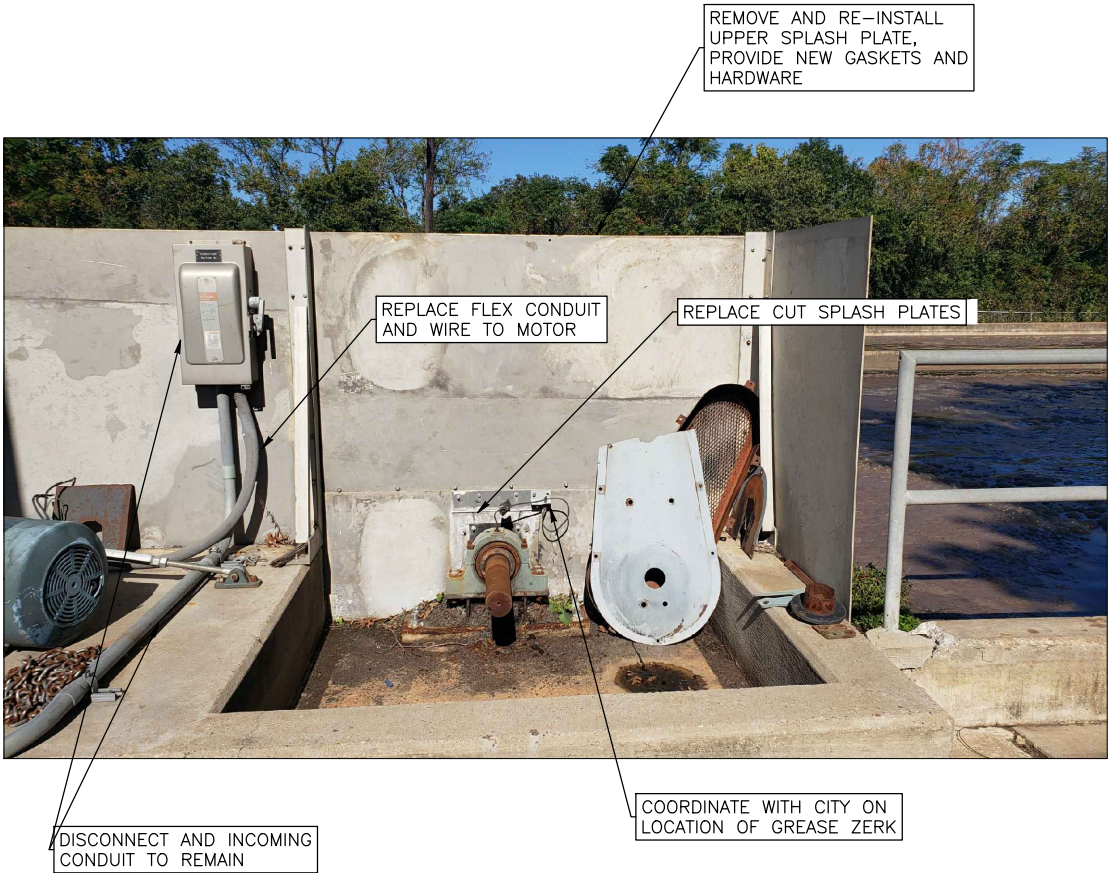
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SCREEN DETAILS

WWTP HEADWORKS AND ROTOR IMPROVEMENTS
CITY OF NAVASOTA
WASTEWATER TREATMENT PLANT

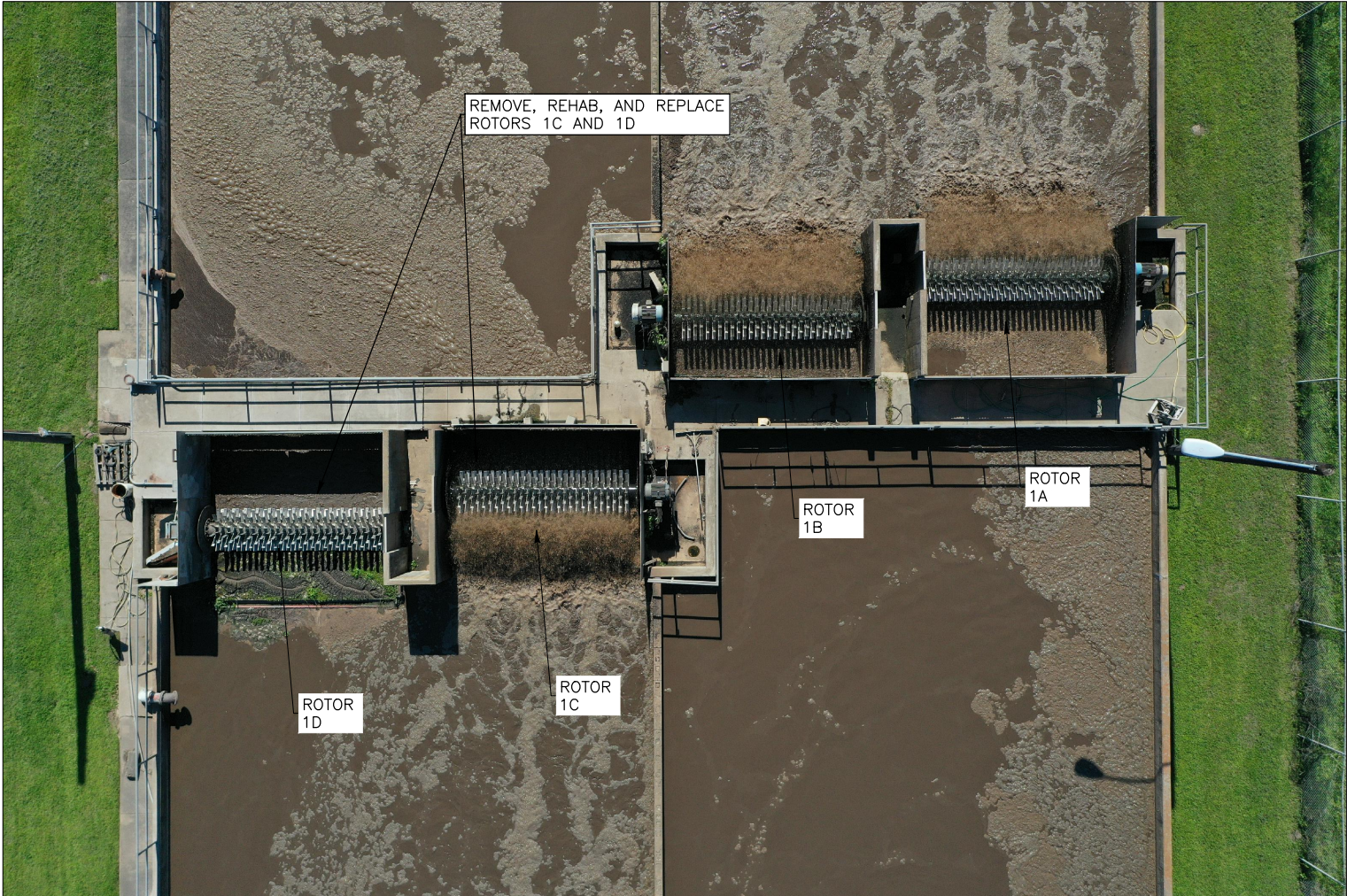
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DESIGN: SED
CAD: JPH RW: SED
PROJECT NO: 12658
SHEET: 6 OF:



ROTOR REHABILITATION NOTES

1. COMPLETE REPAIRS FOR ROTORS SEPARATELY SO THAT BOTH ARE NOT OUT OF SERVICE AT THE SAME TIME. ROTOR 1D TO BE REPAIRED FIRST.
2. ROTORS MUST BE COMPLETELY REMOVED FROM THE DITCH TO PERFORM REPAIR WORK.
3. REPLACE ALL COMPONENTS EXCEPT THE TORQUE TUBE, BLADES, AND MOTOR MAY BE REUSED.
4. THE TORQUE TUBE MUST BE THOROUGHLY CLEANED PRIOR TO CONNECTING THE STUB SHAFT
5. ALL COMPONENTS TO BE PROVIDED BY LAKESIDE
6. ALL FLEX CONDUIT TO BE CARFLEX
7. SALVAGE ALL EXISTING EQUIPMENT TO THE CITY
8. MANUFACTURER TO INCLUDE 2 TRIPS, 1 FOR EACH ROTOR STARTUP TO CHECK INSTALLATION, BALANCE, RUNOUT, ETC



DESIGN: SED

CAD: JPH | RVW: SED

PROJECT NO: 12658

SHEET: 7 OF:

STATE OF TEXAS

STEVE E. DUNCAN

83252

REGISTERED PROFESSIONAL ENGINEER

1/6/2021

ROTOR PLAN

WWTP HEADWORKS AND ROTOR IMPROVEMENTS

CITY OF NAVASOTA

WASTEWATER TREATMENT PLANT

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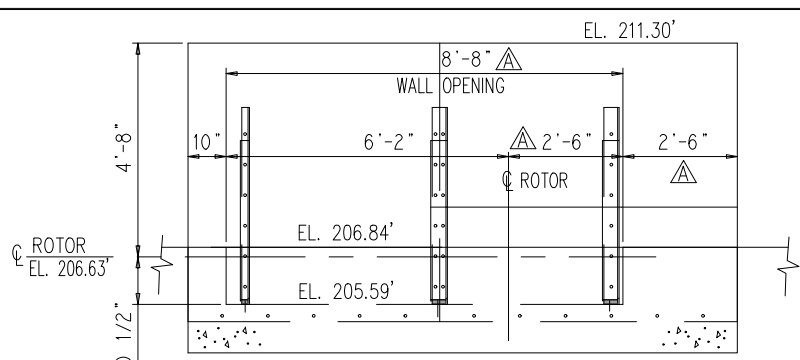
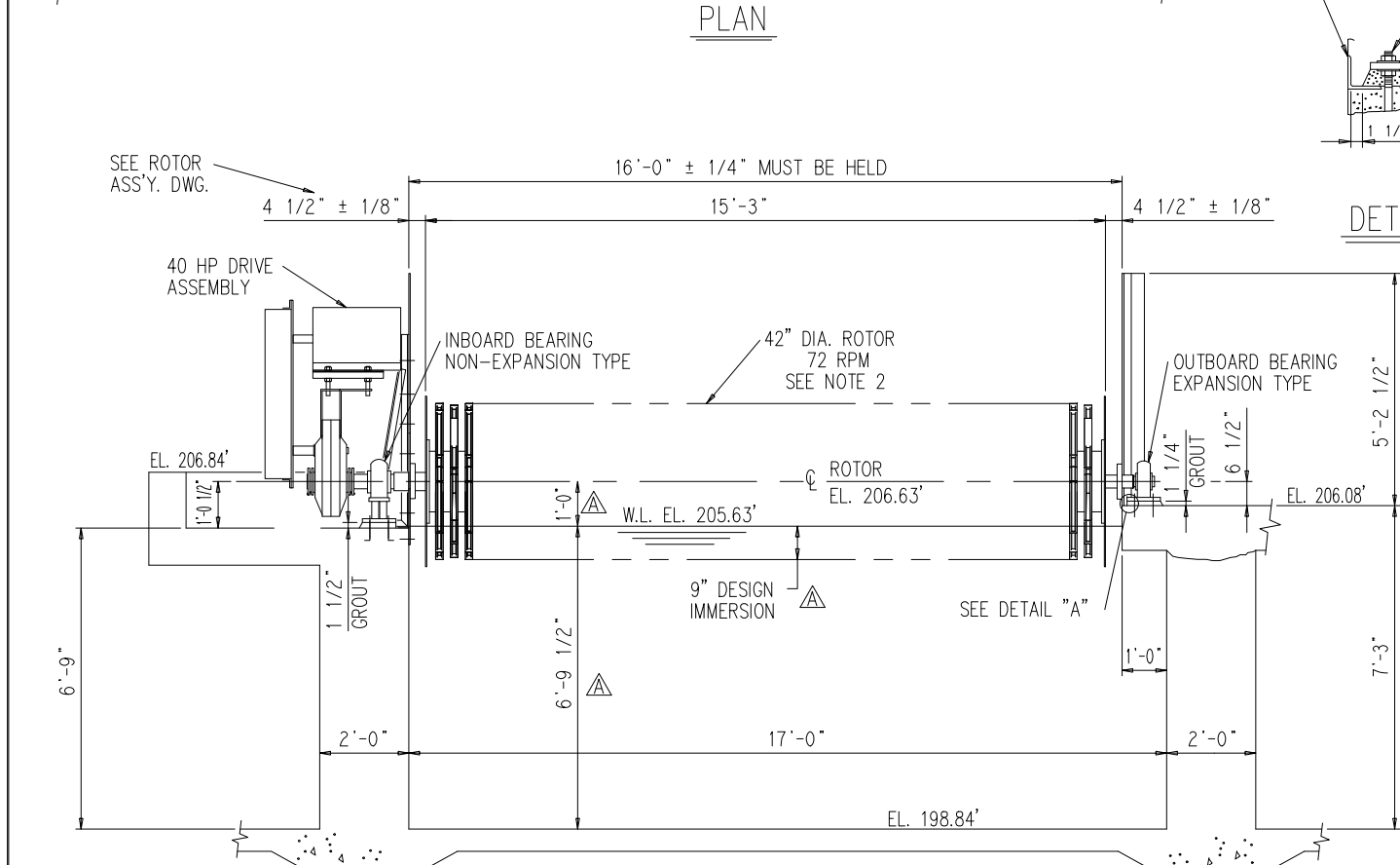
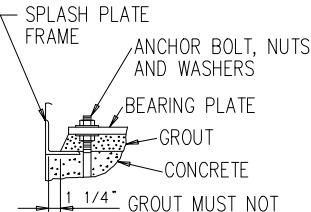
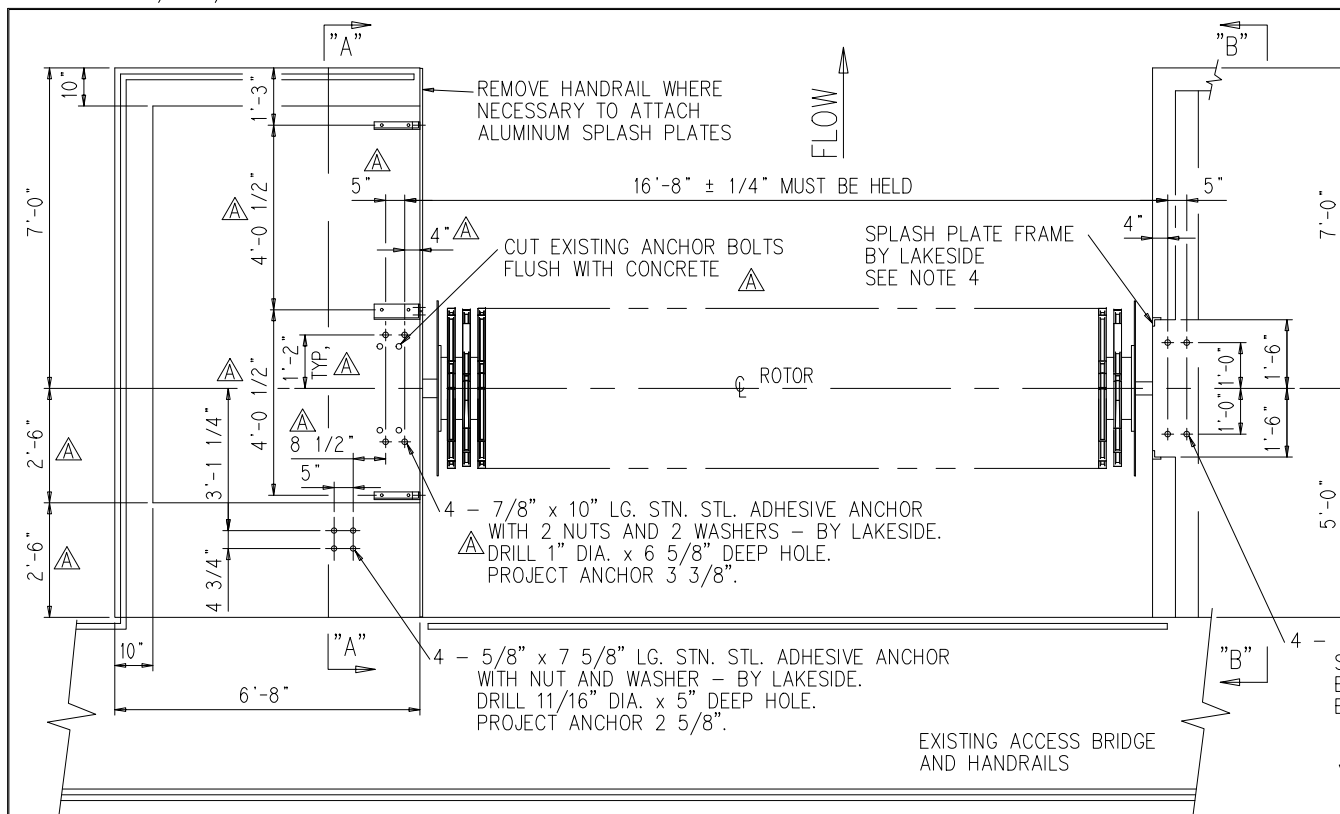
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REV	DATE	BY	APP	COMMENT

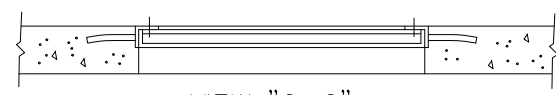
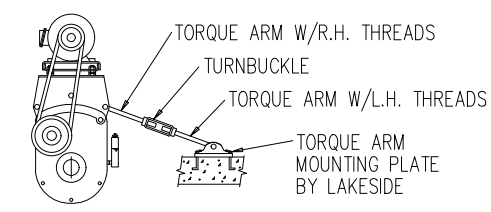
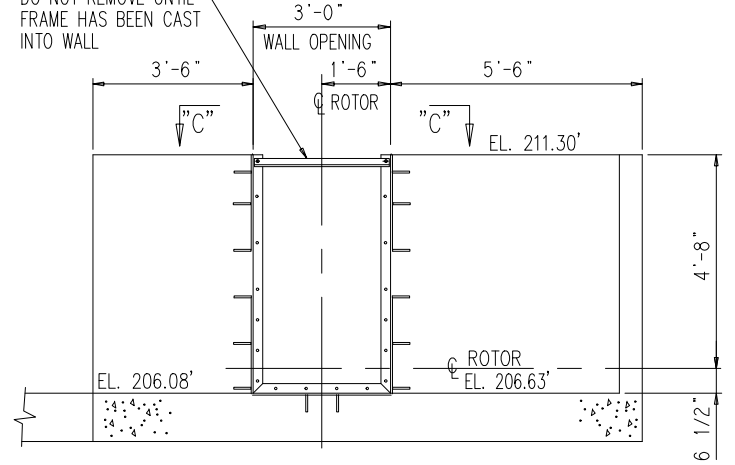
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SQUANCAN

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NOTE:
DO NOT REMOVE UNTIL FRAME HAS BEEN CAST INTO WALL



SAFETY WARNING.
THERE ARE INHERENT DANGERS WHILE INSTALLING OR OPERATING ELECTRICALLY POWERED MECHANICAL EQUIPMENT. CONSULT AND WORK WITH YOUR PROJECT SAFETY COORDINATOR TO DETERMINE ALL NECESSARY CAUTION IS EXERCISED AND GUARDING IS BEING PROVIDED TO PREVENT ACCIDENTS.

- NOTES:**
- 1) ALIGNMENT OF ROTOR IS IMPORTANT AND INSTALLATION INSTRUCTION DRAWING SHOULD BE FOLLOWED.
 - 2) WARNING: DO NOT EXCEED 14" IMMERSION OR ROTOR SPEED ON THIS DRAWING WITHOUT FIRST CONSULTING LAKESIDE EQUIP. CORP.
 - 3) FOR DETAILS AND DIMENSIONS NOT SHOWN, SEE ENGINEERS DRAWINGS.
 - 4) THE FRAMES MUST BE PARALLEL WITH EACH OTHER AND SQUARE WITH CENTERLINE OF ROTOR TO PROVIDE PROPER SEALING AT THE SHAFTS.

EXISTING DITCH #1
ROTORS 1B AND 1C

ADJUSTED DIMENSIONS TO THAT OF ENGINEERS SPECIFICATIONS	4-28-95	ERT	LAKESIDE EQUIPMENT CORPORATION	DR. ERT RCR CHKD. 3-21-95	DATE 3-13-95 FILE NO. 94	15'-0" LG. TYPE "D" MAGNA ROTOR INSTALLATION	NAVASOTA, TEXAS WWTP EXPANSION S.O. 95-107	DWG. NO. C-51267	REV. A
	REVISIONS	DATE		DR.	CHKD.				

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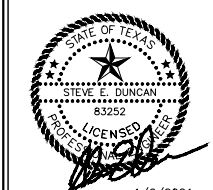
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ROTOR 1C DETAILS

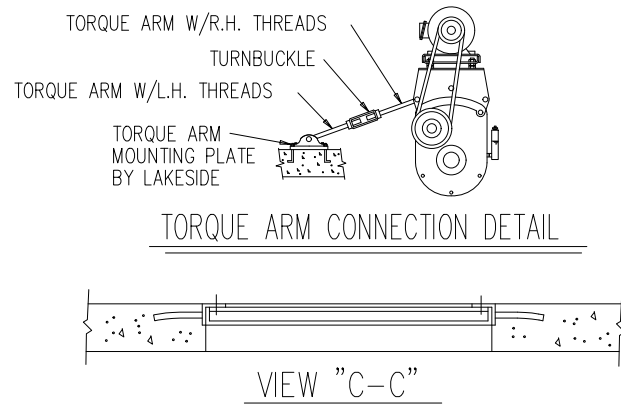
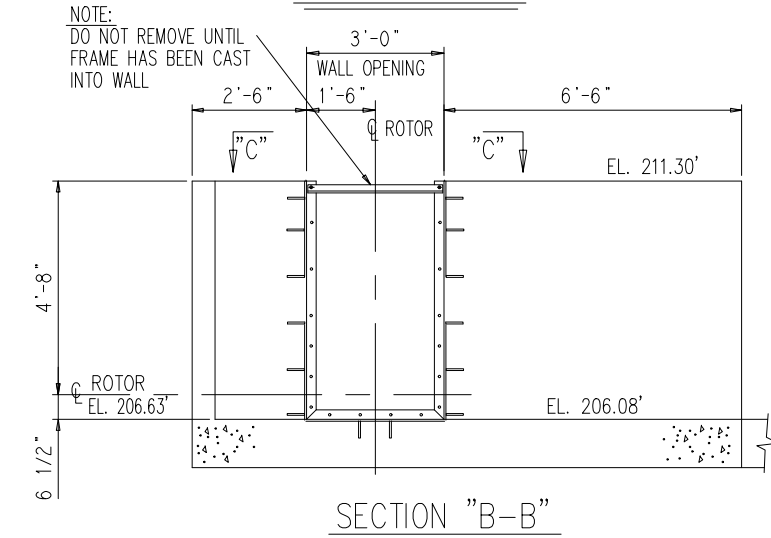
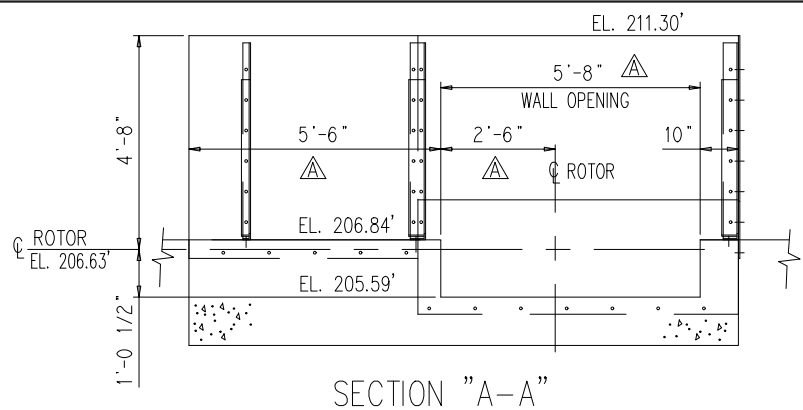
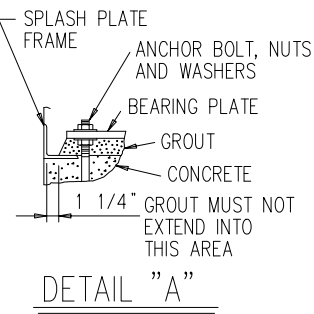
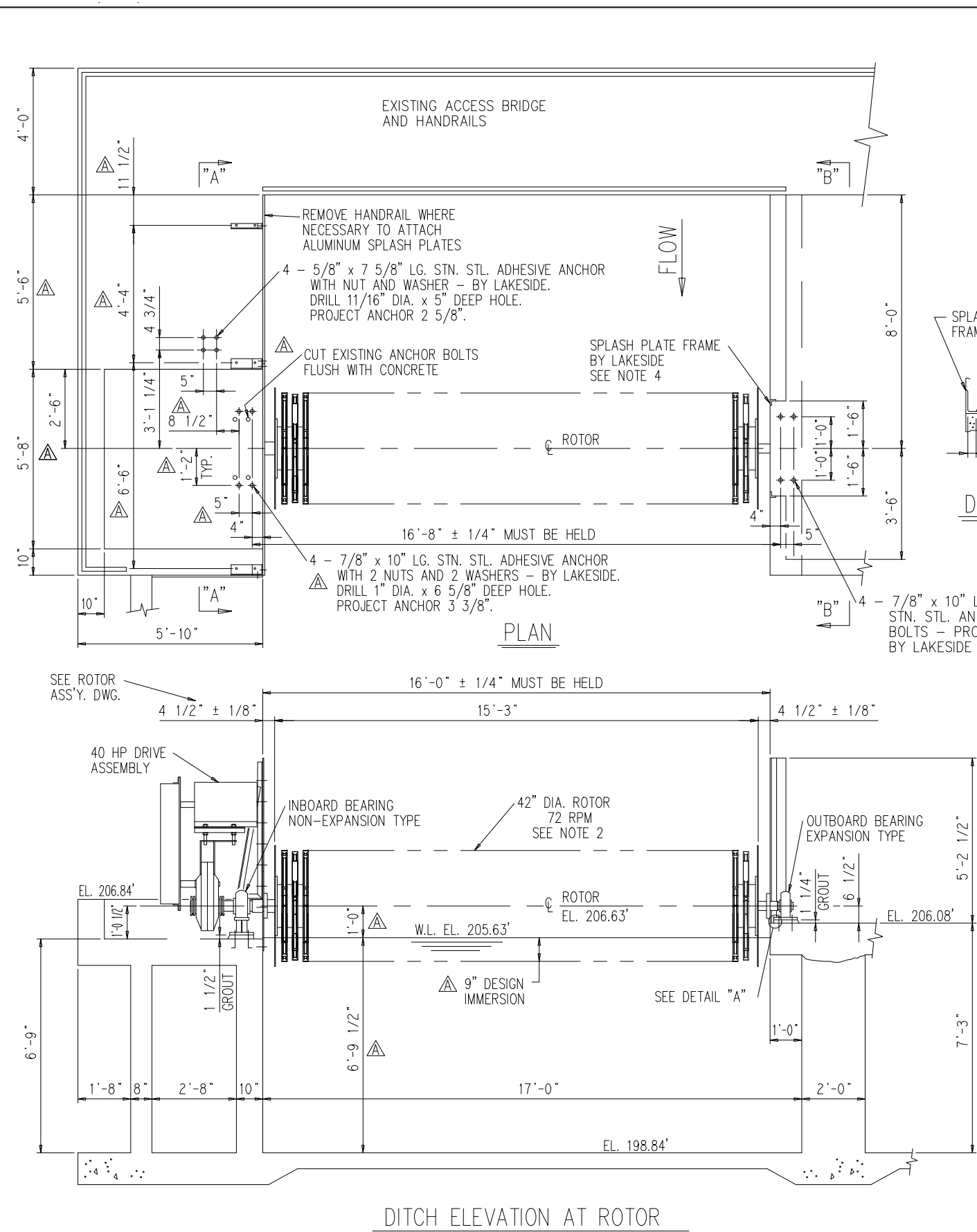
**WWTP HEADWORKS AND
ROTOR IMPROVEMENTS**

CITY OF NAVASOTA
WASTEWATER TREATMENT PLANT



DESIGN: SED	DATE: 1/6/2021
CAD: JPH	REVW: SED
PROJECT NO: 12658	SHEET: 8 OF:

REV	DATE	BY	APP	COMMENT



SAFETY WARNING
THERE ARE INHERENT DANGERS WHILE INSTALLING OR OPERATING ELECTRICALLY POWERED MECHANICAL EQUIPMENT. CONSULT AND WORK WITH YOUR PROJECT SAFETY COORDINATOR TO DETERMINE ALL NECESSARY CAUTION IS EXERCISED AND GUARDING IS BEING PROVIDED TO PREVENT ACCIDENTS.

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EXISTING DITCH #1
ROTORS 1A AND 1D

ADJUSTED DIMENSIONS TO THAT OF ENGINEERS SPECIFICATIONS	5-22-95	ERT	LAKESIDE EQUIPMENT CORPORATION	DR. ERT	DATE 3-10-95	15'-0" LG. TYPE "D" MAGNA ROTOR INSTALLATION	NAVASOTA, TEXAS WWTP EXPANSION S.O. 95-107	DWG. NO. C-51266	REV. A
				CHKD. RCR 3-21-95	FILE NO. 94				

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ROTOR 1D DETAILS
WWTP HEADWORKS AND ROTOR IMPROVEMENTS
CITY OF NAVASOTA
WASTEWATER TREATMENT PLANT

1/6/2021

DESIGN: SED	CAD: JPH	RVW: SED
PROJECT NO: 12658	SHEET: 9	OF:

REV	DATE	BY	APP	COMMENT

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 6. **AGENDA DATE:** January 25,
2021

PREPARED BY: Brad Stafford, City Manager

APPROVED BY: BS

ITEM: Consideration and possible action on request from Audrey Sauls to rename Peeples Street to Baldwins Boulevard.

ITEM BACKGROUND:

The City received a request from Audrey Sauls on September 21, 2020 to rename Peeples Street to Baldwins Boulevard. Staff researched to determine if Peeples Street was named for an individual, and didn't find when the street was named, however, found DL Peeples purchasing property in Navasota as far back as 1891 and he purchased from the Camps and the Woodards both of which have subdivisions that abut Peeples St.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends taking no action on this item due to the naming policy adopted by City Council and the fact that the Peeples Family name dates back to the late 1800's in Navasota and Grimes county and is connected to purchases from the Camp family and Woodard Family which is the name of the two subdivisions that abut the street. We also have records of DL Peeples burial in the Oakland Cemetery.

ATTACHMENTS:

1. Request
2. "Peeples" Family History

September 21, 2020

Attn: Secretary Susie Homeyer

City of Navasota

City of Navasota Council Members,

I, Audrey K. Pauls have been a member of Mt. Calvary Baptist Church all my life (55 yrs). I have seen Pastors come and go.

Pastor Gregory Baldwin has been preaching, teaching, feeding our community, supporting our community in many ways. He is certainly an "ASSET" to our community.

I have spoken with majority members, neighbors, friends, whose taxpayers, citizens, business owners and etc to rename

"Peeples Street" to "Baldwin's Boulevard".

Please take this into consideration and approve this fervent request.

He's been at M.B.C for 24 years.

Sincerely,
Dr. Audrey K. Pauls

Copy File



Dr Darling Luther “D L” Peeples

BIRTH 13 Sep 1863
Blackville, Barnwell County, South Carolina, USA

DEATH 28 Nov 1935 (aged 72)
Navasota, Grimes County, Texas, USA

BURIAL [Oakland Cemetery](#)
Navasota, Grimes County, Texas, USA

PLOT A-002-011-01C

MEMORIAL ID 146661502 · [View Source](#)

SHARE



SAVE TO

SUGGEST EDITS

IF NON-RESIDENT, be careful to give the complete residence of the deceased, stating both city, county and state.
The residence in the usual place of abode.

51491

Registrar's No.

TEXAS STATE DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS
STANDARD CERTIFICATE OF DEATH

1. PLACE OF DEATH
STATE OF TEXAS
COUNTY OF GRIMES
CITY OR
PRECINCT NO. NAVASOTA

No. _____
If in an institution, give name of institution instead of Street and No.
Length of residence in city where death occurred _____ yrs. 4 mos. _____ days
How long in U. S. if foreign born? _____ yrs. _____ mos. _____ days

2. FULL NAME OF DECEASED
Darling Luther Peeples
RESIDENCE OF THE DECEASED No. _____ Street _____
City NAVASOTA State TEXAS

PERSONAL AND STATISTICAL PARTICULARS
3. SEX Male
4. COLOR OR RACE white
5. Single Married Widowed Divorced
(Write the word) married
6. DATE OF BIRTH (month, day, and year) about 1864
7. Trade, profession, or particular kind of work done, as spinner, Sawyer, bookkeeper, etc. Physician
8. Date deceased last worked at (this occupation) (month and year) _____
9. Total time (years) spent in this occupation _____
10. BIRTHPLACE (City or Town) (State or Country) Blackville, S.C.
11. NAME Dr. B. F. Peeples
12. BIRTHPLACE (City or Town) (State or Country) S.C.
13. MAIDEN NAME Sarah E. Payton
14. BIRTHPLACE (City or Town) (State or Country) S.C.
15. INFORMATION Mrs. Mildred Peeples
16. BIRTHPLACE (City or Town) (State or Country) S.C.
17. UNDER TAKER H. D. Lindsey
(Address) 1216 75th St., Houston, Tex.
18. BURIAL CREMATION OR REMOVAL PLACE NAVASOTA, TEX. Date Nov. 29, 1935
19. UNDER TAKER H. D. Lindsey
(Address) Navasota, Tex.
20. SIGNATURE OF REGISTRAR
FILE
DATE Nov. 29 1935 H. D. Lindsey

MEDICAL CERTIFICATE OF DEATH
21. DATE OF DEATH (month, day, and year) NOV. 28, 1935
22. I HEREBY CERTIFY, That attended deceased from NOV. 27, 1935 to NOV. 28, 1935
I last saw him alive on NOV. 28, 1935 death is said to have occurred on the date stated above, at 5:00 A. M.
The principal cause of death and related causes of importance were as follows: nephritis
Other contributory causes of importance: myocarditis
Name of operation _____ date of _____
What test confirmed diagnosis? _____ Was there an autopsy? _____
23. If death was due to external causes (violence) fill in also the following: _____
Accidental, suicide, or homicide? _____
Date of injury _____
Where did injury occur? _____ (Specify city or town, county, and State)
Specify whether injury occurred in industry, in home, or in public place. _____
Manner of injury _____
Nature of injury _____
24. Was disease or injury in any way related to occupation of deceased? _____
If so, specify _____
(Signed) H. D. Lindsey M. D.
(Address) NAVASOTA, TEX.

Wages of

1

11

1998

1910 Feb 24

Enrolled,

STEP 11

1997

**AGORTICOMAL
CICERO**

1992-1993

000000

A 2700-01

Dead

WAVE SPAIN

Late rank *Portuguese Co.* ... *Regt Texas Inf.*

Enrolled	May 14, 1918	Discharged	Nov 9, 1918

EXHIBIT 10

COPIES AVAILABLE NO.

13

1176021

7-20

Peeples, Darling L. 556 106

Navasota, Texas

November 28, 1935

Darling L. Peeples. Navasota, Texas; University of
Georgia Medical Department, Augusta, 1885; veteran of the
Spanish-American War; aged 72; died, Nov. 28, 1935, of coro-
nary occlusion.

Top State Line of road
June 1936

NAME OF CLAIMANT:		Peples, Darling L.		STATE FROM WHICH FILED.	
NAME OF REPRESENTATIVE:		Widow.		CERTIFICATE NO.	
		Minor.		1176021.	
ADDRESS:		Maj. & Surg. L. Texas Inf.		Texas.	
DATE OF FILING:		CLASS.		APPLICATION NO.	
1918 Feb 24		Invalid.		1408491.	
		Widow.			
		Minor.			
ATTORNEY:		R. W. Shopkell & Co.			
F. S. S. NO.:		0887811			

GRANTOR	GRANTEE	DOC TYPE	RECORDED DATE	↑ DOC NUMBER	BOOK VOLUME / PAGE	
...	STEWART C W	PEEPLES D L	AG	09/11/1891	1891-476	RP/36/546
...	STEWART C W	PEEPLES DARLING L	DE	01/19/1893	1893-162	RP/38/352
...	CAMP LIZZIE	PEEPLES D L	DE	08/15/1896	1896-336	RP/42/429
...	CHINSKI JESSIE RAY	PEEPLES D L	DE	09/21/1896	1896-371	RP/42/481
...	WOODWARD JESSE	PEEPLES D L DR	DE	12/19/1896	1896-523	RP/43/136
...	BROWN W H EXECUT...	PEEPLES D L	DE	03/19/1898	1898-268	RP/44/496
...	STEWART C W	PEEPLES D L	REL	05/18/1900	1900-188	RP/1/349
...	HORLOCK MAGGIE M...	PEEPLES D L	DE	04/10/1900	1900-518	RP/47/322
...	PEEPLES D L	NASS AUGUSTA MRS	DE	04/10/1900	1900-519	RP/47/322
...	LEWIS JOHN	PEEPLES D L DR	DE	07/14/1900	1900-623	RP/47/410
...	PERKINS DENNIS & CO	PEEPLES CATHERINE	DE	10/13/1900	1900-709	RP/47/487
...	CAMP C C	PEEPLES D L	DE	10/24/1900	1900-733	RP/47/507
...	FRANKLOW JNO L	PEEPLES D L	DE	09/05/1901	1901-1084	RP/51/1
...	PEEPLES D L	HOUSTON & CENTRA...	DE	11/24/1902	1902-664	RP/52/449
...	PEEPLES D L DR	FOSTER R B S DECEA...	MTG	01/23/1902	1902-84	RP/O/29
...	PEEPLES D L	GARVIN A N	DE	01/27/1903	1903-345	RP/53/211
...	PEEPLES D L	SCHUMACHER H EST...	DE	02/23/1903	1903-384	RP/53/299
...	PEEPLES D L	INTERNATIONAL & G...	DE	07/24/1903	1903-757	RP/55/120

Location Selection



Owner Name

☒ Individual ☐ Entity ☐ Both

Last Name

First Name

Deceased Name

Last Name

First Name

Sold

Occupied

Location Type

Date View

Indigent Only

* - All

* - All

* - All

Deceased

☐

Advanced

Cemetery

Location Number

PURCHASE PRICE

OC OAKLAND CEMETERY

Cem	Location Number	Owner Name	Deceased Name	Deceased	Balance
OC	A-002-011-01C	SETTLE, C.A.	PEEPLES, D.L.	0/00/0000	0.00
OC	A-002-010-00C	PEEPLES, MILDRED H.	PEEPLES, PEARL L.	0/00/0000	0.00
OC	A-002-010-00B	PEEPLES, MILDRED H.	PEEPLES CHILD,	0/00/0000	0.00

CITY OF NAVASOTA CITY COUNCIL AGENDA

AGENDA ITEM NO.: 7.

AGENDA DATE: January 25, 2021

PREPARED BY: Brad Stafford, City Manager

APPROVED BY: BS

ITEM: Consideration and possible action on proposal from Strand and Associates on the Pedestrian and Bicycle System Plan Amendment to Thoroughfare Plan Update Project.

ITEM BACKGROUND:

A few months ago, one of our interns presented a proposal for a hike and bike trail connecting all parks and neighborhoods and staff requested that an amendment to the thoroughfare plan be authorized to include the pedestrian and bicycle component. Strand submitted a proposal for the addition.

BUDGETARY AND FINANCIAL SUMMARY:

Cost of additional work (Pedestrian and Bicycle Plan) - \$36,500

Optional Scope items:

Crash Analysis - \$6,800

Interactive Map - \$4,400

Authorized grant funding for project: Laura Jane Musser fund - \$5,000

STAFF RECOMMENDATION:

Staff recommends adding the Basic Scope of services for the pedestrian and bicycle plan amendment to the Thoroughfare plan in the amount of \$36,500

ATTACHMENTS:

1. Proposal
2. Award Letter



December 22, 2020

Mr. Lupe Diosdado
Community Development Director
City of Navasota
200 East McAlpine Street
Navasota, TX 77868

Re: Request for Proposal – Pedestrian and Bicycle System Plan Amendment to Thoroughfare Plan Update Project

Dear Mr. Diosdado:

Thank you for the opportunity to provide this proposal to the City of Navasota for services to create the Navasota Pedestrian and Bicycle System Plan by amending the professional services agreement for updating the City's Thoroughfare Plan. Our team has experience creating pedestrian and bicycle system plans in Texas as well as a number of other states for cities with characteristics similar to Navasota. Our team's expertise results in the comprehensive, yet efficient scope outlined below that will deliver a valuable plan that provides a roadmap for the City to accomplish its pedestrian and bicycle system goals.

Base Scope of Services

We propose the following base scope of services to create the plan:

1. Data Collection
 - a. Prepare for and conduct a virtual meeting with City staff to review the draft pedestrian and bicycle system map created by the City.
 - b. Obtain and organize computer aided drafting and design (CADD) files from the City.
2. Existing Conditions Analysis
 - a. Review daily traffic volumes and speed limits on Navasota's street network and comment on pedestrian and bicycle conditions at key crossings and along key routes (up to six locations are included).
 - b. Identify gaps in Navasota's pedestrian and bicycle network and to what degree they are addressed by the City's draft pedestrian and bicycle map.
 - c. Assess the suitability of Navasota street sections to accommodate pedestrian and bicycle routing options.
 - d. Host, facilitate, and document the results of one virtual/online workshop with community members and City staff that identifies the community's perceived bicycle and pedestrian needs and gathers input on potential opportunities.
3. Alternatives Analysis
 - a. Develop up to three complete streets typical sections for Navasota streets that provide accessible pedestrian accommodations.
 - b. Confirm proposed bicycle path/multiuse path routing for Navasota and develop up to two typical sections for off-street paths.
 - c. Develop opinions of probable cost (OPC) for high-priority pedestrian and bicycle improvements (up to eight planning-level OPCs are included).
 - d. Expand the topics covered at the *Thorough Plan Update* workshop with community members and City staff to include the draft findings for high-priority pedestrian and bicycle improvements.
 - e. Summarize funding opportunities for pedestrian and bicycle projects.
4. Pedestrian and Bicycle System Plan
 - a. Complete Bicycle Route Component
 - i. Document the effectiveness of potential routing alternatives linking households to community services.
 - ii. Prioritize potential treatments, including on-street and off-street accommodations, and summarize funding opportunities.

Mr. Lupe Diosdado
 City of Navasota
 Page 2
 December 22, 2020

- b. Complete Pedestrian Route Component
 - i. Prioritize street projects that would add pedestrian accommodations.
 - ii. Develop a sequential plan for addressing substandard accommodations and summarize funding options.
- c. Submit draft plan for City staff review and comment.
- d. Attend one City Council meeting to review draft findings and recommendations.
- e. Finalize and submit the Pedestrian and Bicycle System Plan.

Optional Additional Scope Items

We offer the following optional scope items that we believe could add context and value to the plan, depending on the City's desired overall budget:

- 5. Crash Analysis
 - a. Collect pedestrian and bicycle crash data within city limits from the Texas Department of Transportation's (TxDOT) Crash Records Information System (CRIS) for a 3-year period.
 - b. Perform pedestrian and bicycle crash reviews and identify trends.
 - i. Identify high-crash locations.
 - ii. Request and review crash records for up to two locations that experience higher crashes.
 - iii. Identify contributing factors to pedestrian and bicycle crashes.
- 6. Interactive Map
 - a. Develop a Web-based/Geographic Information Systems (GIS)-based interactive map of the draft pedestrian and bicycle routes to enable public users and stakeholders to click on City of Navasota locations and add comments.
 - b. Review and summarize the map comments and adjust the draft pedestrian and bicycle routes, as needed, per City feedback.

Schedule and Fee


We propose the following schedule and fee to complete the plan, assuming a Notice to Proceed by March 1, 2021.

Basic Scope Items	Hours	Fee	Start Date	End Date
Data Collection	16	\$2,700	March 1, 2021	May 1, 2021
Existing Conditions Analysis	61	\$10,000	April 1, 2021	June 1, 2021
Alternatives Analysis	82	\$13,400	May 1, 2021	August 1, 2021
Plan Documentation	66	\$10,400	June 1, 2021	October 1, 2021
Basic Scope Totals	225	\$36,500	March 1, 2021	October 1, 2021
Optional Scope Items	Hours	Fee	Start Date	End Date
Crash Analysis	41	\$6,800	April 1, 2021	May 1, 2021
Interactive Map	28	\$4,400	April 1, 2021	July 1, 2021
Optional Scope Totals	69	\$11,200	April 1, 2021	July 1, 2021

Please let us know if the City has questions or would like to discuss this *Proposed Scope, Fee, and Schedule*. We look forward to working with the City on this plan.

Sincerely,

STRAND ASSOCIATES, INC.®


 Kelly M. Hajek, P.E.


 Jeffrey S. Held, P.E., PTOE, Senior Associate

THE LAURA JANE MUSSER FUND

318 West 48th Street
Minneapolis, Minnesota 55419
612-825-2024
admin@musserfund.org
www.musserfund.org

January 13, 2021

Mr. Brad Stafford
City Manager
City of Navasota
200 E. McAlpine St.
Navasota, TX 77868-0910

Dear Mr. Stafford,

I am pleased to inform you that the Directors of the Laura Jane Musser Fund recently met and approved a Rural Initiative grant of \$5,000.00 to City of Navasota in support of Navasota Pedestrian and Bicycle System Plan.

A check from the Musser Fund will be mailed under separate cover directly from US Bank within the next three weeks.

The Musser Fund is very interested in learning from the work being funded. To this end, we may contact you to set up a conference call and/or site visit at some point during the grant cycle. In addition, feel free to share news, photos, outcomes or other information as your project progresses. Also, please notify us of any public events related to this grant which Musser Fund Board Members could attend.

Within two weeks of receipt of the grant payment, please upload a signed Receipt of Payment Letter (including the grant amount) on your company's letterhead to the Fund's online application system.

At the end of the grant period or not later than July 31, 2022, please complete a Final Report (including a final budget with actual income and expense detail and how the grant was allocated) via the Fund's online application system.

This grant is to be used for the purposes described in your proposal to the Laura Jane Musser Fund. If you make significant changes from the original grant proposal or budget, you will need to first seek authorization from the Fund.

Congratulations and thank you for your important work.

Sincerely,



Mary Karen Lynn-Klimenko
Grants Program Manager

CITY OF NAVASOTA CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8.

AGENDA DATE: January 25, 2021

PREPARED BY: Jason Katkoski, Fire Chief/EMC

APPROVED BY: BS

ITEM: Consideration and possible action on proposal from Brycer, LLC for service providers who will inspect and test fire protection systems.

ITEM BACKGROUND:

Brycer, through their web-based service, will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the Navasota Fire Department will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval on proposal from Brycer, LLC for service providers who will inspect and test fire protection systems.

ATTACHMENTS:

1. Proposal
2. Implementation Plan
3. Fire Dept. Letter
4. TCE Announcement

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

December 15th, 2020

City of Navasota
c/o Navasota Fire Department
1500 S La Salle St
Navasota, TX 77868

Re: “The Compliance Engine”

Dear Navasota Fire Department:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This Letter Agreement (“Agreement”) provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, the City of Navasota (“Client”), specifically the Client’s Fire Department, with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A and incorporated herein for all purposes. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three (3) years, commencing February 15th, 2021 (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three (3) year periods unless terminated by Brycer or Client in writing at least ninety (90) days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of sixty (60) days after the expiration or termination of the Term. Notwithstanding any other provision in the Agreement, Client shall have the sole and unconditional right to terminate this Agreement at any time, without cause, upon giving ninety (90) days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth in Exhibit B attached hereto and incorporated herein for all purposes. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within sixty (60) days after the effective date of termination of the Term,

Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five (5) years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** To the extent the information is within the Client's possession or control, Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within the Client's jurisdiction for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: Matthew B. DZ
Its: President

Acknowledged and Agreed to this
____ day of _____, 20____:

[CLIENT]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the sole purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information shall include, but is not limited to, the Solution, computer programs, screen shots, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding any other provision in this Agreement and these Terms and Conditions, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure. The disclosing party shall immediately provide written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law, including but not limited to any ruling of the Texas Attorney General requiring disclosure of information and/or records. The nondisclosing party shall have the right to seek a protective order or other relief with respect to such disclosure. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within three (3) business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party, except as may be otherwise be required by any and all records retention laws applicable to the Client. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES. A PARTY SHALL ONLY BE LIABLE TO THE OTHER PARTY FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks, except to the extent any damage results from Brycer's negligence or intentional misconduct. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information.
12. Breach. Each party to this Agreement shall have the right to terminate or suspend this Agreement, and all of the other party's rights hereunder, immediately upon delivering written notice to the breaching party detailing said party's material breach of any provision of this Agreement. If the breaching party fails to cure such breach within thirty (30) days of receiving written notice thereof, the non-breaching party may terminate or suspend this Agreement and all of the other party's rights under this Agreement.
13. Illegal Payments. Brycer certifies and warrants that it has not offered or made any illegal or improper bribe, kickback, payment, gift or anything of value to any employee or agent of Client in connection with the Agreement. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. Beneficiaries. There are no third party beneficiaries to the Agreement.
15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three (3) business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE OF TEXAS WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURT'S LOCATED WITHIN OR HAVING JURISDICTION IN GRIMES COUNTY, TEXAS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN OR HAVING JURISDICTION IN GRIMES COUNTY, TEXAS. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
18. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available twenty-four (24) hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two (2) hours of the call and/or message and all emails from Client within two (2) hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

THE COMPLIANCE ENGINE IMPLEMENTATION PLAN



NAVASOTA FIRE DEPARTMENT

BRYCER LLC.

THE COMPLIANCE ENGINE 4355 Weaver Pkwy. St 230. Warrenville, IL 60555

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The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, submit their reports via Brycer's web portal direct to the Fire Department, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications and perform follow up calls to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, the AHJ (Authority Having Jurisdiction) will be better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws

Current Landscape:

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official's time is spent administering 3rd Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

The Compliance Engine Benefits:

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety

Revenue Model:

- Free for Fire Department
- Zero charge to the building owners
- Fee paid by 3rd party contractors on per system, per premises, per annum basis
- Delivers Compliance resulting in new business and maintenance revenue for 3rd party contractors
- Endorsed by IKECA, Arizona Fire Alarm Assoc. and Western Fire Chiefs Assoc

Learn more at www.thecomplianceengine.com or 630-413-9511

Collect. Connect. Comply.

Notable National Partners:

Los Angeles, CA	Kansas City, MO	Tacoma, WA
Chicago, IL	Colorado Springs, CO	State of Mississippi
Phoenix, AZ	Raleigh, NC	State of Maryland
San Diego, CA	Long Beach, CA	State of Nevada
San Jose, CA	Wichita, KS	Salt Lake City, UT
Austin, TX	Corpus Christi, TX	Springfield, MO
Seattle, WA	Greensboro, NC	Naperville, IL
Oklahoma City, OK	Laredo, TX	Syracuse, NY
Albuquerque, NM	Boise, ID	Scottsdale, AZ

Current Texas AHJ Partners:

Abilene Fire Department	Harris County Fire Marshal's Office
Austin Fire Department	Irving Fire Department
Bedford Fire Department	Kingsville Fire Department
Bryan Fire Department	Mont Belvieu Fire Department
City of Corpus Christi	Pflugerville Fire Department
City of Laredo Fire Department	Richardson Fire Department
College Station Fire Department	Snyder Fire Department
Deer Park Fire Marshal's Office	South Padre Island Fire Department
Denton Fire Department	Texas Facilities Commission (State of Texas)
Desoto Fire Rescue	Victoria Fire Department
Grand Prairie Fire Department	Westlake Fire Department
Greenville Fire Department	

**** NOTE 800+ ITMS (contractors) already registered with TCE in Texas. ****

IMPLEMENTATION TASK LIST

TCE will do majority of the work to ensure the Navasota Fire Department goes live and runs efficiently. However, we kindly ask that the following list of tasks is completed by the Navasota Fire Department, in order to complete the implementation process. Completing these in a timely manner will allow for the simplest and smoothest transition into our system.

<u>Implementation Tasks</u>	<u>Responsible Party</u>	<u>Completed</u>
Send Main Contact Info (Name, Phone, Email, Title)	AHJ	<input type="checkbox"/>
Send Copy of Department Logo	AHJ	<input type="checkbox"/>
Send Copy of Electronic Signature	AHJ	<input type="checkbox"/>
Send List of Top Inspection Companies	TCE	<input type="checkbox"/>
Send Data Extraction of Properties (Address, Name, City, State, Postal, Contact Info, Systems)	TCE & AHJ	<input type="checkbox"/>
Approve Notifications	AHJ	<input type="checkbox"/>
Send AHJ Press Release	TCE	<input type="checkbox"/>
Send ITM Letter	TCE	<input type="checkbox"/>
Call Top ITMs	TCE	<input type="checkbox"/>
Set AHJ Training Prior to Go Live	TCE	<input type="checkbox"/>
Go Live	TCE & AHJ	<input type="checkbox"/>

LIST OF SYSTEMS TCE TRACKS

System Type
Air Sampling System
Automatic Closing Fire Assemblies
Chemical Storage Room
Clean Agent
Commercial Kitchen Exhaust Cleaning
Emergency Power Battery / Unit Lighting
Emergency Power Generator
Emergency Power Standby System
Emergency Responder Radio Coverage System
Fire Alarm
Fire Escape
Fire Pump
Foam System
Gas Detection Systems
Hood Suppression System
Leak Detection
Paint / Spray Booth Suppression
Pressure Reducing Valves (PRV's)
Private Fire Hydrant
Rental Property Inspection
Rescue Air System
Smoke Management Systems
Special Suppression System
Sprinkler System (Dry & Wet)
Standpipe
Water Monitor
Water Tank

POWERED BY **BR**Y**CER**

Additional tracking for *backflow* and *conveyance systems* available.

EXAMPLE NOTIFICATION TEMPLATES

Please note that **BOLD** texts are auto populated fields from our system. Any additional information added to these areas will be added into our system and will be used on all templates including those field types.

These templates have been created with common language that most jurisdictions can utilize without much change. Should you see the need to change certain language to fit within your jurisdictions guidelines please add the changes and submit back for final modification into our system.

If you feel satisfied with the way the templates have been created, please let us know and these will be loaded as your default templates in our system for notifications. If at any time, you foresee the need for changes within the templates, please contact our office. We will happily work with you to get the changes completed and reset all notifications so they reflect the needed adjustments.

YOUR DEPARTMENT NAME
1234 STREET ADDRESS
CITYOF, XX 99999



System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

Re: SYSTEM TYPE INSPECTION RENEWAL - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE

Dear Building Occupant/Owner:

In accordance with the (YOUR CODE), our records indicate the **SYSTEM TYPE** is coming due for inspection by a licensed company and must be tested within the month of your renewal date which is **01/21/20**.

It is the responsibility and requirement of the inspection company testing your system to submit all test reports to us via the web at www.thecomplianceengine.com.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at support@mybrycer.com

Sincerely Yours in Life & Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME

YOUR DEPARTMENT NAME
1234 STREET ADDRESS
CITYOF, XX 99999



System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

Re: SYSTEM TYPE INSPECTION OVERDUE - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE

Dear Building Occupant/Owner:

Our records indicate the **SYSTEM TYPE** is now overdue and was to be tested within the month of your renewal date which was **01/21/20**. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

1. Have your SYSTEM TYPE inspected, tested and maintained by a licensed company and,
2. Upon completion, have your inspection company submit the test results to us at www.thecomplianceengine.com.
3. If this inspection has been completed you must notify your testing company that a copy of this report must be submitted to us at www.thecomplianceengine.com. **It is the contractor's responsibility to submit the documentation.**

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at support@mybrycer.com

Sincerely Yours in Life Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME

YOUR DEPARTMENT NAME
1234 STREET ADDRESS
CITYOF, XX 99999



System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

Re: SYSTEM TYPE INSPECTION DEFICIENCIES FOUND - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE

Dear Building Occupant/Owner:

A recent inspection of your **SYSTEM TYPE** at premise address on date of inspection by ITM COMPANY revealed the violations listed below.

This notice is an ORDER TO COMPLY. Your failure to comply with this notice before re-inspection (30 days from date of letter) may make you liable for the penalties provided for by law for such violation(s).

DEFICIENCIES

Deficiency Found:

Deficiency Found:

It is the responsibility and requirement of the inspection company to submit all corrections to us via the web at www.thecomplianceengine.com.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at support@mybrycer.com

Sincerely Yours in Life & Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME

AHJ Sample Requirement Letter to Fire Protection Contractors



Dear Service Provider,

The AHJ Name has instituted a new process for service providers who inspect and test fire protection systems. Effective **Go Live Date** all compliant & non-compliant fire protection systems test reports are required to be sent to the AHJ Name electronically by your respective organization via The Compliance Engine's online system at www.thecomplianceengine.com.

The AHJ Name is dedicated to delivering 100% compliance with our adopted Fire Code. This web-based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the AHJ Name will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All service providers who inspect or test fire protection systems within the AHJ Name's jurisdiction are required to register and submit all test, inspection and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code.

Benefits to you:

- Increases market opportunity and demand for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under AHJ Name icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with Brycer, please do so at www.thecomplianceengine.com.

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

Digital Signature

P.
E.

TCE OVERVIEW

Keys to Getting Started:

- Register at www.thecomplianceengine.com
- Sign up for training
- Complete account set up by entering all inspectors, inspector licenses, and company licenses
- Add Users and company logo for brand awareness
- Add TCE link to your webpage

Key Processes to Know: Check the TCE HELP Portal for Direction Visuals

- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all test reports and type out deficiencies
- Attach pdf version of inspection report when using short form (fire protection systems only)
- Ensure all reports entered are submitted for payment
- Update deficiency tracking to inform AHJ that violations have been corrected
- Check notifications icon to track sent out by AHJ
- Open inspection reports are saved reports not yet submitted to AHJ, if not submitting these to AHJ delete
- Submit a new-premises when necessary (if you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment
- Create new users when necessary
- Update credit card information

Systems Tracked:

(customize per AHJ)

- Automatic Fire Sprinkler
- Automatic Closing Fire Assemblies
- 5yr Obstruction Sprinkler
- Fire Alarm System
- Commercial Kitchen Hood Suppression
- Commercial Kitchen Hood Cleaning
- Standpipe
- Active Smoke Control
- Private Hydrant System
- Fire Pump
- Spray Booth
- Emergency Generator
- Emergency Radio Responder Coverage System
- Special Suppression

PRICING MODEL



AHJ NAME (ST) PRICING MODEL

System Type	Price
Active Smoke Control System	\$15.00
Automatic Fire Sprinkler System	\$15.00
5- Year Sprinkler	\$15.00
Commercial Kitchen Exhaust System (Cleaning)	\$15.00
Commercial Kitchen Hood Suppression System	\$15.00
Emergency Generator	\$15.00
Emergency Radio Responder Coverage System	\$15.00
Fire Alarm System	\$15.00
Fire Doors	\$15.00
Fire Escape	\$15.00
Fire Pump	\$15.00
Private Hydrant System	\$15.00
Special Suppression System	\$15.00
Spray Booth	\$15.00
Standpipe	\$15.00

Revised January 5, 2021

REPORTS SUBMITTED AFTER 30 DAYS FROM THE INSPECTION DATE WILL INCUR A \$5.00 LATE FEE

REPORTS SUBMITTED AFTER 120 DAYS FROM THE INSPECTION DATE WILL INCUR A \$15.00 LATE FEE

PLEASE ADD TCE TO YOUR AHJ WEBSITE:

You may add TCE to your webpage in whichever format works best for your AHJ. Example verbiage provided below:

Fire Protection System Inspection, Testing & Maintenance

All fire protection systems in {jurisdiction} are required by the fire code to be inspected tested and maintained on regular intervals. Please see fire code for schedule (add hyperlink). The purpose of these inspections is to ensure the system will operate properly in the event of an incident, ensuring a safe environment by minimizing the risk of life and property loss.

The {jurisdiction} has contracted with BRYCER, LLC to help manage the fire protections systems inspection, testing and maintenance program. All contractors who perform inspection, testing and maintenance services of fire protection systems are required to electronically submit all compliant and non-compliant reports to the department via www.thecomplianceengine.com

Fire Protections Systems electronically tracked by {AHJ} include: (this is specific to the AHJ)

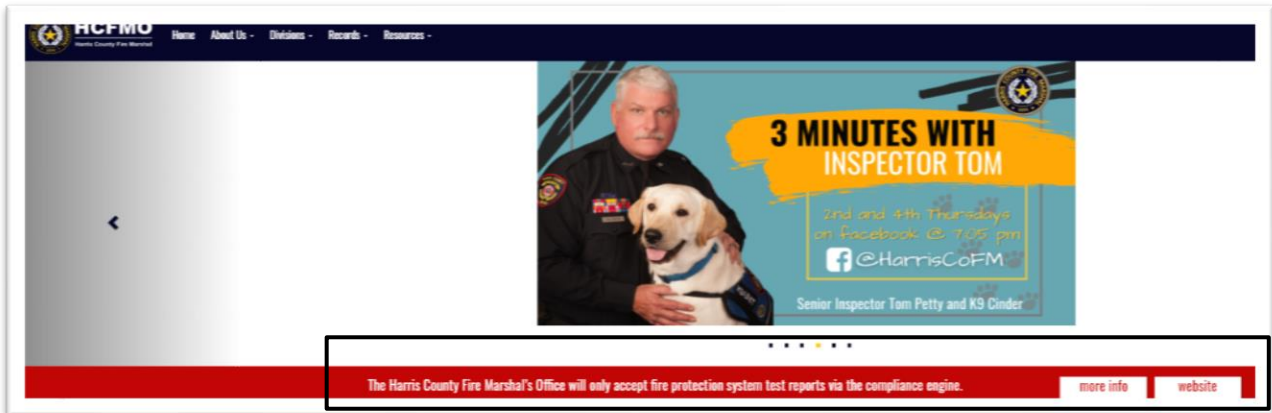
- Automatic Fire Sprinkler Systems
- Fire Alarm
- Commercial kitchen hood suppression systems
- Standpipes
- Active smoke control systems
- Fire pumps
- Spray booth
- Emergency generators
- Special Suppression/clean-agent systems

Contractors are required to submit test results to {AHJ} on behalf of their customers. Register with The Compliance Engine [here](#).

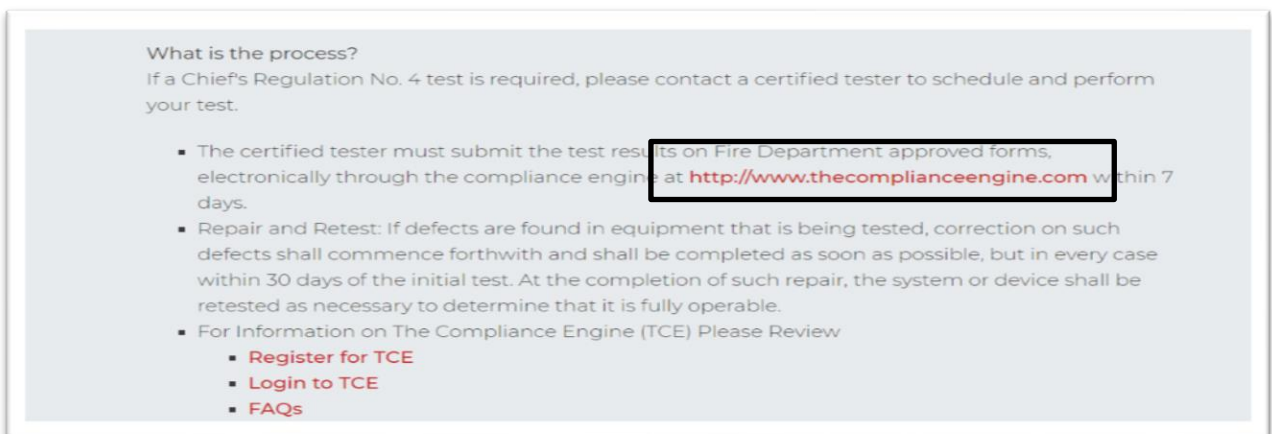
Contact BRYCER, LLC for any training/support related questions at 1-630-413-9511 or email support@mybrycer.com

EXAMPLES:

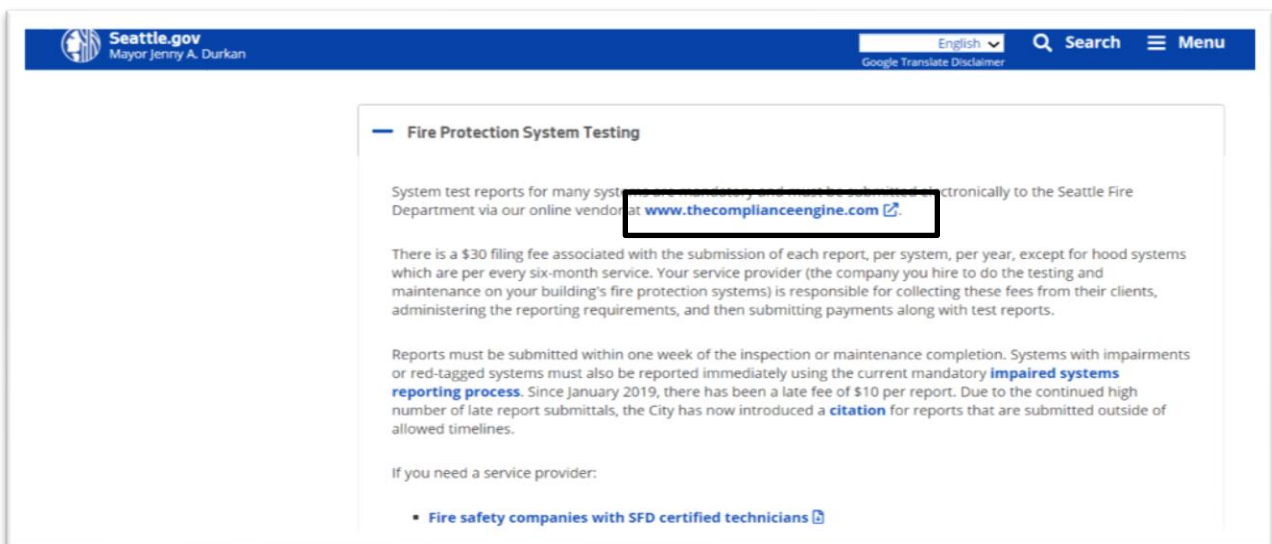
Harris County Fire Marshal Office, TX



Los Angeles, CA



Seattle, WA



Navasota Fire Department
1500 S Lasalle Street
Navasota, TX 77868



Dear Service Provider,

The Navasota Fire Department has instituted a new process for service providers who inspect and test fire protection systems. Effective **03/01/2021** all compliant & non-compliant fire protection systems test reports are required to be sent to Navasota Fire Department electronically by your respective organization via The Compliance Engine's online system at www.thecomplianceengine.com.

The Navasota Fire Department is dedicated to delivering 100% compliance with our adopted Fire Code. This web-based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the Navasota Fire Department will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All service providers who inspect or test fire protection systems within Navasota's jurisdiction are required to register and submit all test, inspection and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code.

Benefits to you:

- Increases market opportunity and demand for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under the AHJ icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with Brycer, please do so at www.thecomplianceengine.com.

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

Jason Katkoski

Jason Katkoski
Navasota Fire Department
Fire Chief
(936) 825-7388
jkatkoski@navasotatx.gov

Keys to Getting Started:

- Register at www.thecomplianceengine.com
- Sign up for training
- Complete account set up by entering all inspectors, inspector licenses, and company licenses
- Add Users and company logo for brand awareness

Key Processes to Know:

- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all test reports and type out deficiencies
- Attach pdf version of inspection report when using short form (fire protection systems only)
- Ensure all reports entered are submitted for payment
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- Check notifications icon to track sent out by AHJ
- Open inspection reports are saved reports not yet submitted to AHJ, if not submitting these to AHJ delete
- Submit a new premise when necessary (if you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment
- Create new users when necessary
- Update credit card information

Systems Tracked:

- Automatic Closing Fire Assemblies
- Automatic Fire Sprinkler System
- Fire Alarm System
- Commercial Kitchen Hood Suppression System
- Standpipe
- Active Smoke Control System
- Private Hydrant System
- Fire Pump
- Spray Booth
- Emergency Generator
- Special Suppression System
- Fire Escape
- Emergency Responder Radio Coverage

Can't read or see images? [View this email in a browser](#)

AHJ, State Adopts The Compliance Engine (logo)

BRYCER, LLC is pleased to announce that the AHJ has entered into an agreement with The Compliance Engine (TCE), a proactive compliance solution application and service. The Compliance Engine will help the AHJ reduce their time spent in administering fire code requirement, increase their ability to enforce and verify compliant fire protection systems, and strengthen the protection for its citizens and visitors.

The Compliance Engine (TCE) powered by BRYCER is a web-based technology service and analytic suite that helps fire prevention bureaus proactively drive fire code compliance and ensure safer communities. Fire Code professionals use TCE to efficiently manage and maximize the inspection, testing, and maintenance of fire protection systems by third party inspection companies.



BRYCER Customer Support
P: (630) 413-9511
E: info@mybrycer.com

This email was sent by [##EMPTY##](#) to [\[Recipient's Email Address\]](#)
Not interested? [Unsubscribe](#) | [Update profile](#)

The Compliance Engine | 4355 Weaver Parkway Suite 230 Warrenville, IL 60555

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9. **AGENDA DATE:** January 25,
2021

PREPARED BY: Shawn Myatt, Chief of Police

APPROVED BY: BS

ITEM: Consideration and possible action on the Navasota Police Department's 2020 Racial Profiling Data Report.

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:

STAFF RECOMMENDATION:

Staff recommends acceptance of the Navasota Police Department's 2020 Racial Profiling Data Report and that the report be placed on file.

ATTACHMENTS:

1. 2020 Racial Profiling Report



**Navasota Police Department
Annual Contact Data Report
2020**



Navasota Police Department

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



January 5, 2021

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 1/1/20 and 12/31/20.

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 01/01/20 – 12/31/20.

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: 1/5/2021
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: 1/6/21

Racial Profiling Reporting

Tier 2 (Rev. 2018)

NAVASOTA POLICE DEPARTMENT

Module(s): All

Call Type(s): All

Date Range: From 1/1/2020 To 12/31/2020

Gender	292	Female
	569	Male
	861	Total
Race or Ethnicity:	253	Black
	3	Asian / Pacific Islander
	347	White
	248	Hispanic / Latino
	10	Alaska Native / American Indian
	861	Total
Race or Ethnicity known prior to stop?	38	Yes
	823	No
	861	Total
Reason for stop:	110	Violation of law other than traffic
	28	Pre-existing knowledge (i.e. warrant)
	605	Moving Traffic Violation
	118	Vehicle Traffic Violation (Equipment, Inspection or Registration)
	861	Total
Street address or approximate location of the stop:	675	City Street
	0	US Highway
	0	County Road
	177	State Highway
	9	Private Property or Other
Search conducted?	31	Yes
	830	No
	861	Total

Racial Profiling Reporting

Tier 2 (Rev. 2018)

NAVASOTA POLICE DEPARTMENT

Module(s): All

Call Type(s): All

Date Range: From 1/1/2020 To 12/31/2020

Reason for search:

- 12 Consent
- 2 Contraband/evidence in plain site
- 9 Probable cause or reasonable suspicion
- 5 Inventory search performed as result of towing
- 3 Incident to arrest/warrant
- 31 **Total - Must equal Search conducted (Yes)**

Contraband discovered?

- 12 Yes
- 19 No
- 31 **Total - Must equal Search conducted (Yes)**

Description of Contraband:

- 9 Illegal drugs / drug paraphernalia
- 0 Currency
- 0 Weapons
- 1 Alcohol
- 0 Stolen property
- 2 Other
- 12 **Total - Must equal Contraband discovered (Yes)**

Result of Stop:

- 30 Verbal Warning
- 701 Written Warning
- 115 Citation
- 4 Written Warning and Arrest
- 5 Citation and Arrest
- 6 Arrest
- 861 **Total**

Arrest based on:

- 9 Violation of the Penal Code
- 1 Violation of the Traffic Law
- 0 Violation of the City Ordinance
- 5 Outstanding Warrant

Was physical force resulting in bodily injury used during stop?

- 4 Yes
- 857 No

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**	595	69.11	3694	52.40	3099	16.71
African	253	29.38	2156	30.59	1903	-1.21
Asian	3	.35	25	.35	22	0
Native American	10	1.16	33	.47	23	.69
Other	0	0	1141	16.19	1141	
Total	861		7049			

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

**In this table, Hispanic drivers have been added to the Caucasian driving population. This has been done in order to correspond with Census collection data.

***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	292	33.91	3767	53.44	3475	-19.53
Male	569	66.09	3282	46.56	2713	19.53
Total	861		7049			

*Contact figures include residential and non- residential contacts.

Report on Complaints Filed Against Officers for Racial Profiling

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 01/01/20 – 12/31/20.

Complaints Filed for Possible Violations of S.R. 1074 (The Texas Racial Profiling Law)

[illegible]

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.: 10.

AGENDA DATE: January 25,
2021

PREPARED BY: Chief of Police/Assistant City Manager
Shawn Myatt

APPROVED BY: BS

ITEM: Consideration and possible action on the first reading of Ordinance No. 951-21, amending Chapter 4 Business regulations, Article 4.02 sale of alcohol beverages regarding authorizing open containers of alcohol in the Central Business District in City of Navasota.

ITEM BACKGROUND:

Staff has been approached by business owners from the Central Business District to amend the alcohol ordinance to allow persons to have open containers of alcohol. The thought was it would encourage patrons to purchase a drink and continue to shop.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 951-21, amending Chapter 4 Business regulations, Article 4.02 sale of alcohol beverages regarding authorizing open containers of alcohol in the Central Business District in City of Navasota.

ATTACHMENTS:

1. Ordinance No. 951-21

ORDINANCE NO. 951-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS, AMENDING CHAPTER 4 BUSINESS REGULATIONS, ARTICLE 4.02 SALE OF ALCOHOLIC BEVERAGES, OF THE CODE OF ORDINANCES OF THE CITY OF NAVASOTA, TEXAS REGARDING AUTHORIZING OPEN CONTAINERS OF ALCOHOL IN THE CENTRAL BUSINESS DISTRICT OF THE CITY OF NAVASOTA; PROVIDING FOR A SEVERABILITY AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING PROPER NOTICE OF MEETING.

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

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

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

WHEREAS, Article 4.02 of the Code of Ordinances of the City of Navasota regulates alcoholic beverages within the City; and

WHEREAS, Section 109.35 of the Texas Alcoholic Beverage Code authorizes the City to regulate open containers and the public consumption of alcohol in the City's Central Business District; and

WHEREAS, the City Council desires to amend Article 4.02 of the Code of Ordinances of the City of Navasota to reflect changes in the regulations applicable to open containers and the public consumption of alcohol in the City's Central Business District;

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

SECTION 1.

Chapter 4, Business Regulations, Article 4.02, Sale of Alcoholic Beverages, Section 4.02.009 Reserved, of the Code of Ordinances of the City of Navasota, Texas, is hereby amended in its entirety to read as follows:

Sec. 4.02.009 Regulations Applicable to Central Business District

- (a) Notwithstanding any other section of this Article, a person may possess an open container or publicly consume an alcoholic beverage in the Central Business District of the City.
- (b) For the purposes of this section, the Central Business District shall be defined as: the 200 and 300 Blocks of E. Washington Avenue; the 100 Block of S. Railroad Street; the 100 and 200 blocks of E. McAlpine Street; the 100 Block of Farquhar Street; and the 100 block of S. Lasalle Street.

SECTION 2. **REPEALER AND SAVINGS CLAUSE**

All provisions of any ordinance, resolution, or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions, or other actions shall remain in full force and effect.

SECTION 3. **SEVERABILITY**

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 4. **EFFECTIVE DATE**

This Ordinance shall take effect immediately from and after its passage and publication, as may be required by governing law.

SECTION 5. **PROPER NOTICE AND MEETINGS**

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 and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED THIS THE 25TH DAY OF JANUARY, 2021

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED AND APPROVED THIS THE 8TH DAY OF FEBRUARY, 2021

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 11.

AGENDA DATE: January 25,
2021

PREPARED BY: Chief of Police/Assistant City Manager
Shawn Myatt

APPROVED BY: BS

ITEM: Consideration and possible action on the first reading of Ordinance No. 952-21, designating a portion of Railroad Street a one-way street and authorizing the placement of signage.

ITEM BACKGROUND:

Staff has been approached by businesses along Railroad street requesting it change to one-way to create continuity with the new construction and parking accommodations.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 952-21, designating a portion of Railroad Street a one-way street and authorizing the placement of signage.

ATTACHMENTS:

1. Ordinance No. 952-21

ORDINANCE NO. 952-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS, DESIGNATING A PORTION RAILROAD STREET A ONE-WAY STREET AND AUTHORIZING THE PLACEMENT OF SIGNAGE; PROVIDING FOR A SEVERABILITY AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING PROPER NOTICE OF MEETING.

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

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

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

WHEREAS, Section 311.001 of the Texas Transportation Code provides that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, the City Council desires designate a portion of Railroad Street as one-way only;

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

SECTION 1.
RAILROAD STREET ONE-WAY

The portion of Railroad Street from Johnson Street to Washington Avenue is hereby designated a one-way street with traffic only flowing northbound.

SECTION 2.
SIGNAGE

The City Manager is authorized to have appropriate signage installed on Railroad Street notifying traffic that Railroad Street is a one-way street and to expend any funds necessary for the purchase and installation of the signage.

SECTION 3.
REPEALER AND SAVINGS CLAUSE

All provisions of any ordinance, resolution, or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions, or other actions shall remain in full force and effect.

SECTION 4.
SEVERABILITY

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 5.
EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication, as may be required by governing law.

SECTION 6.
PROPER NOTICE AND MEETINGS

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 and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED THIS THE 25TH DAY OF JANUARY, 2021

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED AND APPROVED THIS THE 8TH DAY OF FEBRUARY, 2021

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 12.

AGENDA DATE: January 25,
2021

PREPARED BY: Lance Hall, Finance Director

APPROVED BY: BS

ITEM: Consideration and possible action on the adoption of Revised Navasota Municipal Library Policy.

ITEM BACKGROUND:

The library staff would like to amend the current policy to change the check out period for DVDs from 2 day to 1 week and change the number of dvds allowed from 2 per household M-W to 3 DVDs at any time

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of the library policy.

ATTACHMENTS:

1. City of Navasota Library Check out Policy

Navasota Public Library
1411 E. Washington Ave.
Navasota, Tx 77868

(936)825-6744

Library Policy:

You must present your LIBRARY CARD to check out items or use the computers. Fines must be paid before checking out materials and/or using the computers.

A replacement card fee is \$5.00 per card.

Patrons are responsible for items checked out on his/her card and expected to pay for items lost or damaged (\$1.00 for missing barcode).

Books: 2 week check out period

DVD: 2 day check out except Thursday & Friday Propose change to 1 week

Limits of DVDs

2 per household: Monday to Wednesday Propose change to 3 DVDs any time

3 per household: Thursday and Friday

Items returned after closing of the business day will be considered late and a late fee will be assessed.

Late fees:

\$1.50 per day, per DVD/CD

10¢ per day, per book

Adults may check out 10 items.

Children may check out 6 books.

Books can be rechecked twice, in person or by phone. DVDs may not be rechecked.

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 13.

AGENDA DATE: January 25,
2021

PREPARED BY: Lupe Diosdado, Development Services
Director

APPROVED BY: BS

ITEM: Consideration and possible action on appointment to the Brazos Valley Council of Governments Solid Waste Advisory Committee.

ITEM BACKGROUND:

Kris Gruver served on the Solid Waste Advisory Committee (SWAC), his resignation from the City also resulted in a resignation from the SWAC Board. Staff recommends that Eric Covarrubias be appointed to fill the open seat on the Solid Waste Advisory Committee representing the City of Navasota.

BUDGETARY AND FINANCIAL SUMMARY:

none

STAFF RECOMMENDATION:

Staff recommends appointing Eric Covarrubias to the Brazos Valley Council of Governments Solid Waste Advisory Committee.

ATTACHMENTS:

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 14.

AGENDA DATE: January 25,
2021

PREPARED BY: Brad Stafford, City Manager

APPROVED BY: BS

ITEM: Consideration and possible action on the first reading of Ordinance No. 953-21, relating to speed zones which specifically designates additional areas in the City of Navasota in which rates of speed of thirty (30) miles per hour or more are authorized.

ITEM BACKGROUND:

The Department of Transportation recently did a speed zone study in October 2020 on FM 1227. They are recommending the speed limit be reduced to forty-five (45) miles per hour, and forty (40) miles per hour.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 953-21, relating to speed zones which specifically designates additional areas in the City of Navasota in which rates of speed of thirty (30) miles per hour or more are authorized.

ATTACHMENTS:

1. Letter from TxDOT
2. Ordinance No. 953-21



2591 N. Earl Rudder Frwy, Bryan, TX 77803-5190 | 979.778.9759 | WWW.TXDOT.GOV

January 11, 2021

Honorable William Miller
Mayor, City of Navasota
200 E. McAlpine Street
Navasota, TX 77868

RE: FM 1227 Speed Zone Ordinance

Dear Mayor Miller,

This letter is in reference to the recent speed zone study conducted in October 2020 on FM 1227 in the City of Navasota.

Attached are two (2) copies of an ordinance and one (1) copy of the FM 1227 speed zone strip map. When the city council has taken action on this ordinance, please return one (1) executed copy of the ordinance, with the embossed City Secretary seal and original signatures, to our office and keep one for your files. The copy of the speed zone strip map is for your information and files.

If there are any questions, please call me at (979) 778-9759.

Sincerely,

Andrew J. Holick, P.E.
Director of Transportation Operations
Bryan District

Attachments:

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

ORDINANCE NO. 953-21

AN ORDINANCE RELATING TO SPEED ZONES WHICH SPECIFICALLY DESIGNATES ADDITIONAL AREAS IN THE CITY OF NAVASOTA IN WHICH RATES OF SPEED OF THIRTY (30) MILES PER HOUR OR MORE ARE AUTHORIZED; RESCINDING ALL PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING THAT ATTENDANT FACTS NECESSITATE IMMEDIATE ACTION.

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

SECTION 1: That any and all ordinances or parts of ordinances relating to speed zones on FM 1227 in the City of Navasota are hereby rescinded, and the following are additional specifically designated areas in which a rate of speed of thirty (30) miles per hour or more is authorized.

- A. FM 1227, for traffic moving in a southerly direction for the first 1.117 miles, from the intersection of FM 379 to the Navasota south city limits, the speed limit shall be fifty-five (55) miles per hour.
- B. FM 1227, for traffic moving in a northerly direction for the first 1.117 miles, from the Navasota south city limits to the intersection of FM 379, the speed limit shall be fifty-five (55) miles per hour.

SECTION 2: **WHEREAS**, the preservation of the general welfare of the public necessitates immediate action, this Ordinance shall be effective from and after the date of its passage on second reading as provided by the Charter of the City of Navasota, Texas.

PASSED and APPROVED on its first reading this 25th day of January, 2021.

PASSED and APPROVED on its second reading this 8th day of February, 2021.

Hon. Bert Miller, Mayor

ATTEST:

APPROVED AS TO FORM

Susie Homeyer
City Secretary

Cary L. Bovey
Legal Counsel

THE STATE OF TEXAS §

COUNTY OF GRIMES §

I, _____ City Secretary of the City of Navasota, County of Grimes, State of Texas, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance passed and approved by the City of Navasota on the _____ day of _____, 2021, and is now in file in my office and notice is hereby given of the passage of the same in the manner and for the length of time as required by the Charter of the City of Navasota.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Susie M. Homeyer
City Secretary, City of Navasota

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 15.

AGENDA DATE: January 25,
2021

PREPARED BY: Brad Stafford, City Manager

APPROVED BY: BS

ITEM: Consideration and possible action on the first reading of Ordinance No. 954-21, authorizing participation with other Entergy service area cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas in 2021.

ITEM BACKGROUND:

The City over the past several years has participated in the group of Cities served by Entergy to ensure that any rate cases or other fees proposed by Entergy are fair and justified. The group has been successful in saving money over the years. There is no direct cost to the City for participating in the group.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 954-21, authorizing participation with other Entergy Service Area Cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas in 2021.

ATTACHMENTS:

1. Ordinance No. 954-21
2. Letter from Lawton Law Firm

ORDINANCE NO. 954-21

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 2021; 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;

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;

WHEREAS, Entergy Texas, Inc. ("ETI" or "Company") is expected to litigate rate change requests in various proceedings before the Public Utility Commission of Texas or before municipalities in 2021, which may include (1) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, generation cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups, and (2) various fuel cost refunds or surcharges and reconciliations;

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Public Utility Commission in February and August 2021, and may file other fuel proceedings to refund or surcharge fuel charges;

WHEREAS, ETI is scheduled to file a proceeding to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs;

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 Public Utility Commission of Texas or with municipalities in 2021.

SECTION 2. The City of Navasota employs the Lawton Law Firm P.C. to represent the City with regard to the ETI rate matters before local and Public Utility Commission of Texas 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 Public Utility 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 25th day of January, 2021.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED by _____ vote of the City Council of the City of Navasota, Texas, this 8th day of February, 2021.

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 11, 2021

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
260 Rachal
Post Office Box 846
Bridge City, Texas 77611

Ms. Kelly McDonald
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. Mark Winberry
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. Theo Melancon
City Manager – City of Dayton
117 Cook Street
Dayton, Texas 77535

Mr. James Black
City Attorney – City of Groves
3535 Calder Avenue, Suite 300
Beaumont, TX 77706

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

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

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

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

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

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

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

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

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

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

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

Ms. Elizabeth Harrell
City Secretary – 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. Guy Goodson
City Attorney – City of Orange
GERMER PLLC
550 Fannin, Suite 400
Beaumont, Texas 77701

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

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

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

Ms. Val Tizenio
City Attorney – 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

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

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

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

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

Mr. Richard Ferguson
City Attorney – City of Sour Lake
13201 Northwest Freeway, Suite 300
Houston, Texas 77040

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 Splendor
P.O. Box 1087
Splendor, 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 Roy McDonald
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 2021**

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 2021. Please forward the completed Ordinance to us by email at danlawtonlawfirm@gmail.com and molly@mayhallvandervoort.com.**

In 2020, 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”). Cities’ participation in these proceedings was instrumental in keeping the Company’s rates just and reasonable. For example, in the Company’s DCRF Application filed in April 2020,¹ the Company proposed to include investment related to retired meters that was already being recovered in base rates. Cities alone objected to this clear violation of the letter and purpose of the DCRF statute, and the case was fully litigated. In the end, the Commission agreed with Cities and disallowed the retired meters from the DCRF calculation, saving customers just over \$4 million.²

In 2021, we anticipate that ETI will continue to seek rate revenue increases through the TCRF, DCRF, and GCRR cost recovery mechanisms. The Company is also expected to file its

¹ *Application of Entergy Texas, Inc. to Amend its Distribution Cost Recovery Factor*, Docket No. 50714 (Oct. 16, 2020).

² Docket No. 50714, Order at Findings of Fact 35-38 (Oct. 16, 2020).

annual application to amend its Energy Efficiency Cost Recovery Factor. In addition, ETI will file its semi-annual Fuel Factor rate adjustments in February and August 2021. After several years of receiving decreases, the most recent fuel factor filing (in August 2020) resulted in a large increase of about \$6.64 per month for the average residential customer using 1000 kWh per month.³ Meanwhile, ETI has advised us that it plans to file proceedings to credit a fuel refund back to customers in early 2021. The amount of the proposed refund is still being determined, but we believe it may be substantial. As in past years, we will review these filings carefully to ensure that ETI has adhered to all statutory and regulatory requirements.

Finally, 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 will begin recovering a portion of the cost of the plant through a Generation Cost Recovery Rider (“GCRR”) in early 2021, and the GCRR must be updated to reflect the full cost of the plant within 60 days after the GCRR goes into effect, or around March 1, 2021. The Company must also adjust its GCRR if it sells a small portion of the Montgomery County Power Station to East Texas Electric Cooperative, Inc., which it currently plans to do in April 2021. We will take part in all proceedings related to the Montgomery County Power Station to ensure that ETI’s GCRR rates are consistent with PURA and the Commission’s Rules.

ETI will be required to file a base rate case by mid-2022 due to the size of its GCRR recovery, but it is possible that ETI will file a base rate case in 2021. We will keep the Cities apprised as we learn more of the Company’s plans for its next base rate case.

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". The signature is fluid and cursive, with the first name "Molly" and last name "Vandervoort" clearly distinguishable.

For Daniel J. Lawton

³ Application of Entergy Texas, Inc. to Revise Fixed Fuel Factor (Schedule FF) in Compliance with Order in Docket No. 32915, Docket No. 51196 (Nov. 16, 2020).

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 16.

AGENDA DATE: January 25,
2021

PREPARED BY: Brad Stafford, City Manager

APPROVED BY: BS

ITEM: Consideration and possible action adopting Procedures for CDBG-DR Monthly Activity Status Reports.

ITEM BACKGROUND:

Staff updated the policies and procedures for CDBG-DR Activity status Reports, to meet the requirements of the TX General Land Office and HUD.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends adoption of Procedures for CDBG-DR monthly activity Status Reports.

ATTACHMENTS:

1. City of Navasota Procedures fro CDBG-DR Monthly Activity Report

City of Navasota

Procedures for CDBG-DR Monthly Activity Status Reports

Monthly Reports are completed and submitted by City's grant administrator: [GrantWorks](#)

The following steps are followed on the last day of each month to submit a Monthly Activity Status Report for the City of Navasota's 2015 Flood CDBG-DR 18-426-000-B135 project:

1. Review status of project milestones for each Site listed under Activity Name.
 - If a milestone is met, the date the milestone is achieved is included in Status Notes/Important Dates Column.
 - If a milestone has not been met, an anticipated deadline based on the status form the project engineer, City or grant administrator is listed in Anticipated Completion Date column.
2. Review Program Income for each Site and include any reportable income.
3. Review Overall Grant Status Summary and include relevant updates on project status including progress or obstacles in implementation, any considerations in changes to work and any relevant dates that occurred during that month.
4. Review Site-Level Budget Status – Update Total Expended with any new expenditures that occurred during month.
5. Print to PDF and submit to DR.Status.Reporting@GLO.texas.gov, cc: GLO Grant Manager assigned to the project, and City by the fifth day of Month. Read Receipt is requested to verify receipt of report. If no read receipt is received from any of the recipients, the report will be resubmitted.
6. The sent email will be printed and inserted in the file to document the date of submission.

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 17. **AGENDA DATE:** January 25,
2021

PREPARED BY: Brad Stafford, City Manager

APPROVED BY: BS

ITEM: Consideration and possible action adopting a Policy and Procedures for Grant Payments.

ITEM BACKGROUND:

The City needs to update its Policy and Procedure for Grant Payments to meet expectations of grant agencies.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends adoption of Policy and Procedures for Grant Payments.

ATTACHMENTS:

1. Procedures of Grant Payments

City of Navasota
Procedures of Grant Payments

The following steps will be taken in processing payments in a timely manner.

1. Invoices are received by the Finance Director
2. Finance Director sends the Invoices/Pay Estimate to Department Head or City Manager for approval. Approval is acknowledged by signing or initialing the invoice or through Council Action.
3. After the invoices have been approved, the Finance Director will send invoices to Grant Administrator for processing. In addition, the Finance Director's office processes payment to vendor and disburse the funds to the appropriate vendor.
4. If milestones have been met, the Grant Administrator process the Request for Payment and submits to the City to be executed. Once executed by the City the Request for Payment is sent back to the Administrator.
5. Administrator submits the Request for Payment to GLO upon Milestone being met.
6. Copies of the request for payment, invoice, cancelled check copy and bank statement showing receipt of grant funds is retained in the grant file in the Finance Director's office.

The City Manager and Finance Director authorize payments and issues of checks. Two signatures are required on each check, either the Mayor, City Manager or Finance Director. The Finance Director is responsible for reconciling the monthly bank statements.

If the City is unable to make payment prior to the receipt of funds from the GLO, the Finance Director is responsible for ensuring the checks are signed and disbursed within 5 days of receiving grant funds.

Advance Payment Procedures

All advance payments using federal grant funds will be disbursed within five (5) calendar days from the date of the transfer of funds in accordance with 2 CFR 200.305(b)(1), and in accordance with the provisions in the contract with the vendor.

Advance payments of federal grant funds will be deposited and maintained in a separate insured account. The City will maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: City received less than \$120,000 in Federal awards per year and/or the City is not expected to earn interest in excess of \$500 per year on Federal cash balances. (2 CFR 200.305)

The City additionally adheres to the policies outlined in the General Land Office's Disaster Recovery Program Project Implementation Manual Chapter 3: Financial Management.

**CITY OF NAVASOTA
MISCELLANEOUS ITEMS**

1. PLANNING CALENDAR

AGENDA PLANNING CALENDAR

JANUARY 25, 2021 - [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 01/11/2021](#)

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Presentation to Geoff Horn; (b) Texas Birthday Bash update; (c) Board and Commission update; and (d) Reports from staff and City Council
5. Bid award on WWTP improvements
6. Request from Audrey Sauls – renaming of Peeples Street
7. Proposal from Strand and Associates – Pedestrian and Bicycle System Plan
8. Agreement with Brycer LLC for Fire suppression System
9. Racial Profiling report
10. 1st reading of Ordinance No. 951-21, allowing alcohol consumption downtown
11. 1st reading of Ordinance No. 952-21, Railroad Street one-way traffic
12. Library policy
13. Appointment to the BV Council of Governments Solid Waste Advisory Committee
14. 1st reading of Ordinance No. 953-21, speed zone on FM 1227
15. 1st reading of Ordinance No. 954-21, annual ordinance on Entergy, Texas
16. Procedures for monthly reporting
17. Procedures for grant writing
18. Adjourn

FEBRUARY 8, 2021 - [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 01/25/2021](#)

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. Order calling the May 1, 2021 election
6. Social media policy
7. Communication policy
8. Consent agenda: (a) Minutes for the month of January 2021; (b) Expenditures for the month of February 2021; (c) 2nd reading of Ordinance No. 951-21, allowing alcohol consumption downtown; (d) 2nd reading of Ordinance No. 952-21, Railroad Street one-way traffic; (e) 2nd reading of Ordinance No. 953-21, speed zone on FM 1227; and (f) 2nd reading of Ordinance No. 954-21, annual ordinance for Entergy, Texas
9. Adjourn

FEBRUARY 22, 2021 - [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 02/08/2021](#)

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. Election contract for May 1, 2021 election
6. Adjourn