William A. 'Bert' Miller, III Mayor Bernie Gessner Mayor Pro-Tem Josh M. FultzCouncilmember



James Harris Councilmember Pattie Pederson Councilmember

NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF NAVASOTA, TEXAS FEBRUARY 12, 2024

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 12th of February, 2024 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/UCltnx7BQt0TCIYJRiZ14g5w

- 1. Call to Order.
- 2. Invocation Pledge of Allegiance
- 3. Remarks of visitors: Any citizen may address the City Council on any matter. Registration forms are available on the podium and/or table in the back of the city council chambers. This form should be completed and delivered to the City Secretary by 5:45 p.m. Please limit remarks to three minutes. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

4. Staff Report:

- (a) Introduction of new employees: Kaitlyn Billings (Animal Control Officer); Martin Solis (Water/Wastewater Treatment Plant Operator I); and Donald Mason, Jr. (Natural Gas Technician). [Peggy Johnson, HR Director]
- (b) Recognition of years of service: Ernest Menefee (Utility Technician) for 20 years of service. [Peggy Johnson, HR Director]
- (c) Update on CIP Projects. [Jon MacKay, Graduate Engineer]
- (d) Board and Commission update. [City Council]
- (e) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda. [Jason Weeks, City Manager]
- 5. Conduct a public hearing to receive public comments and testimony regarding a proposed right-of-way closure by the City of Navasota, initiated by Greg Backhus for the abandonment and closure of a thirty-three (33') foot portion of Horlock Avenue right-of-way within Block 1 of the Felder Addition located at 1210 Kettler Street, Navasota, Grimes County, Texas; Consideration and possible action on the first reading of Ordinance No. 1039-24, closing a thirty-three (33') foot portion of Horlock Avenue right-of-way within Block 1 of the Felder Addition located at 1210 Kettler Street, Navasota, Grimes County, Texas. [Lupe Diosdado, Development Services Director]
- 6. Consideration and possible action approving Resolution No. 758-24, in support for the application of Navasota Manor APTS to the Texas Department of Housing and Community Affairs for the 2024 Competitive Nine-Percent Housing Tax Credits to rehabilitate affordable rental housing in connection with Navasota Manor. [Lupe Diosdado, Development Services Director]
- 7. Consideration and possible action awarding of sealed bids for the sale of City owned property. [Lupe Diosdado, Development Services Director]
- 8. Consideration and possible action on Change Order Number 1 for the Pecan Lakes Natural Gas Line Extension Project in the amount of \$38,490.00. [Jon Mackay, Graduate Engineer]
- 9. Consideration and possible action on Resolution No. 759-24, approving 2024 Joint Election Contract between the City of Navasota, Texas, Grimes County, Texas, and Navasota Independent School District. [Susie Homeyer, City Secretary]
 - Consideracion, y posible acción sobre la Resolución No. 759-24, que aprueba un contrato electoral conjunto entre la Ciudad de Navasota, el Condado de Grimes y el Distrito Escolar Independiente de Navasota.

10. Consideration and possible action on approval of the order of election for the May 4, 2024, general election to elect three City Councilmembers to Positions 1, 2 and 3 on the Navasota City Council. [Susie Homeyer, City Secretary]

Consideración y posible acción sobre la aprobación del orden de elección para las elecciones generales del 4 de mayo de 2024 para elegir a tres concejales para los puestos 1, 2 y 3 en el Concejo Municipal de Navasota.

11. Consideration and possible action on the approval of the order for a special election on May 4, 2024 for propositions for the amendment of the Navasota Home Rule Charter. [Susie Homeyer, City Secretary]

Consideración y posible acción sobre la aprobación de la orden para una elección especial el 4 de mayo de 2024 para las propuestas de enmienda de la Carta de Autonomía de Navasota.

12. Consideration and possible action on approval of the first reading of Ordinance No. 1040-24, ordering a special election on proposed amendments to the Home Rule City Charter of the City of Navasota to be held on May 4, 2024. [Susie Homeyer, City Secretary]

Consideración y posible acción sobre la aprobación de la primera lectura de la Ordenanza No. 1040-24, que ordena una elección especial sobre las enmiendas propuestas a la Carta Autónoma de la Ciudad de Navasota que se llevará a cabo el 4 de mayo de 2024.

- 13. Consideration and possible action on the Navasota Police Department's 2023 Racial Profiling Data Report. [Mike Mize, Chief of Police]
- 14. Presentation of an annual update of the Navasota Police Department. [Mike Mize, Chief of Police]
- 15. Consent Agenda: The following items may be acted upon with one motion and vote. No separate discussion or action is necessary unless requested by the Mayor or City Councilmember, in which event the item will be removed from the Consent Agenda for separate discussion and/or action by the City Council as part of the regular agenda.

Consent agenda are:

- A. Approve the minutes from the month of January 2024.
- B. Approve the Municipal Court report for the month of January 2024.
- C. Approve the expenditures for the month of January 2024.
- 16. Adjourn.

ח	ΔTFD	THIS	THE	9TH	OF	FFRR	UARY,	2024
_	~	11113		<i>-</i>	U I	ILDIN	UAIL!	2027

/JW/ BY: JASON WEEKS, CITY MANAGER I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the CITY OF NAVASOTA, is a true and correct copy of said notice and that I posted a true and correct copy of said notice in the glass bulletin board, in the foyer, on the south side of the Municipal Building as well as in the bulletin board on the north side of the Municipal Building of the City of Navasota, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the 9th of February, 2024 at 03:11 PM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at www.navasotatx.gov.

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

DATED THIS THE 9TH OF FEBRUARY, 2024

/SMH/

BY: SUSIE M. HOMEYER, CITY SECRETARY

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT(936) 825.6475 OR (936) 825.6408 OR BY FAX AT (936) 825.2403.



REQUEST FOR CITY COUNCIL AGENDA ITEM #4

Agenda Date Requested: February 12, 2024	Ар	propriation
Requested By: Jason Weeks, City Manager	Source of Funds:	N/A
Department: Administration	Account Number:	N/A
	Amount Budgeted:	N/A
	Amount Requested:	N/A
Exhibits: None.	Budgeted Item:	○ Yes ● No

AGENDA ITEM #4

Staff Report:

- (a) Introduction of new employees: Kaitlyn Billings (Animal Control Officer); Martin Solis(Water/Wastewater Treatment Plant Operator I) and Donald Mason Jr. (Natural Gas Technician). [Peggy Johnson, HR Director]
- (b) Recognition of years of service for Ernest Menefee (Utility Technician) for 20 years of service. [Peggy Johnson, HR Director]
- (c) Update on CIP Projects. [Jon MacKay, Graduate Engineer]
- (d) Board and Commission update. [City Council]
- (e) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda. [Jason Weeks, City Manager]

SUMMARY & RECOMMENDATION

a. Peggy Johnson, HR Director, will introduce the new police department employees.

- b. Peggy Johnson, HR Director, will recognize years of service recipient.
- c. Jon MacKay, Graduate Engineer, will give the City Council an update on our CIP Projects.
- d. If applicable, the City Council will provide Board and Commissions updates.
- e. Staff and the City Council will provide updates on other upcoming events.

ACTION REQUIRED	BY CITY COUNCIL				
No action required.					
Approved for the City Council meeting agenda.					
Jason Weeks	2/5/24				
Jason B. Weeks, City Manager	Date				



CERTIFICATE

of ACHIEVEMENT

This certificate is presented to

Ernest Alenglee

in appreciation of 20 years of dedicated service to the City of Navasota.









Core Values

So much, so close.



Teamwork & Collaboration



- Foster a culture of collaboration among residents, businesses, and government.
- Together, we can achieve greater outcomes and overcome challenges.



Honor & Integrity

- Uphold honesty, transparency, and ethical conduct in all endeavors.
- Demonstrate integrity in decision-making and actions for the greater good.
- Earn and maintain the trust of our community through principled leadership.



Resilience & **Adaptability**

- Embrace change and remain agile in a constantly evolving world.
- Build resilience to face adversity and bounce back stronger.
- Learn from experiences to continuously improve and innovate.



Inclusivity & Diversity

- Celebrate and embrace the richness of our diverse community.
- Promote inclusivity, ensuring that all voices are heard and valued.
- Create an environment where everyone feels welcome and respected.



Vision & **Progress**

- Pursue a forward-thinking vision for the city's growth and development.
- Encourage innovation and progressive ideas that benefit our residents.
- Strive to be a model city that sets new standards and inspires others.



Empowerment & Engagement

- Empower individuals to participate in shaping the city's future.
- Encourage active citizenship and engagement in local decision-making.
- Support initiatives that enhance community involvement and civic pride.



2023-2024 Strategic Plan

Mission Statement

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

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.

close-knit community filled with historical charm and promise for people and business.						
Core Values: THRIVE						
Teamwork & Collaboration		Honor & Integrity			Resilience & Adaptability	
Inclusivity & Diversity		Vision & Progress			Empowerment & Engagement	
	Goals					
Planning & Economic Development		eting/ nications	Quality	y of Life	Staffing	
Hue	nan	Facili	ties/	Infracti	wan Waran 200	

Human Resources Facilities/ Buildings

Infrastructure

AGENDA PLANNING CALENDAR

February 12, 2024 - WORKSHOP @ 4:30 P.M.

- 1. Called to order
- 2. Development Project
- 3. Water Valves
- 4. Adjourn

February 12, 2024 - DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 01/29/2024

- 1. Called to order
- 2. Invocation/Pledge of Allegiance
- 3. Remarks of visitors
- 4. Staff Report: (a) Introduce new PD employees: Kaitlyn Billings (Animal Control Officer);
 Martin Solis (Water/Wastewater Treatment Plant Operator I) and Donald Mason, Jr.
 (Natural Gas Technician) (b) Years of service Ernest Menefee 20 years; (c) Update of all CIP projects; (d) Board and Commission update; and (e) Reports from staff and City Council
- 5. Public hearing on right-of-way closure for 1210 Kettler Street and 1st reading of Ordinance No. 1039-24, right-of-way closure for 1210 Kettler Street
- 6. Resolution No. 758-24, support of Manor Apartment renovations
- 7. Sale of city owned property
- 8. Change Order for Pecan Lakes Gas Line Extension Project
- 9. Resolution No. 759-24, approving Election Contract for the May 4, 2024 City General Election
- 10. Order calling the May 4, 2024 City General Election
- 11. Police Department update
- 12. Racial Profiling Report for FY 2023
- 13. Consent agenda: (a) Minutes for the month of January 2024; (b) Municipal Court report for the month of January 2024; and (c) Expenditures for the month of January 2024
- 14. Order calling Special Election for the Charter amendment revisions
- 15.1st reading of Ordinance No. 1040-24, calling special election for Charter amendment revisions
- 16.Adjourn

February 13, 2024 - SPECIAL MEETING @ 12 NOON

- 1. Called to order
- 2. 2nd reading of Ordinance No. 1040-24, calling for special election for Charter amendment revisions
- 3. Adjourn

February 26, 2024 - WORKSHOP @ 4:30 P.M.

- 1. Called to order
- 2. PID presentation
- 3. Development agreement Pecan Groves
- 3. Adjourn

February 26, 2024 - DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 02/12/2024

- 1. Called to order
- 2. Invocation/Pledge of Allegiance
- 3. Remarks of visitors
- 4. Staff Report: (a) Introduce new employee: Jerry Hirsh (Police Officer/SRO); (b) Update of all CIP projects; (c) Board and Commission update; and (d) Reports from staff and City Council
- 5. Policy rentals
- 6. 2nd reading of Ordinance No. 1039-24, right-of-way closure for 1210 Kettler Street
- 7. Adjourn

March 11, 2024 - DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 02/26/2024

- 1. Called to order
- 2. Invocation/Pledge of Allegiance
- 3. Remarks of visitors
- 4. Staff Report: (a) Update of all CIP projects; (b) Board and Commission update; and (c) Reports from staff and City Council
- 5. Consent agenda: (a) Minutes for the month of February 2024, (b) Municipal Court Report for February 2024 and (c) Expenditures for the month of February 2024
- 6. Adjourn

March 18, 2024 - WORKSHOP @ 4:30 P.M.

- 1. Called to order
- 2. Budget workshop
- 3. Adjourn

March 25, 2024 - WORKSHOP @ 4:30 P.M.

- 1. Called to order
- 2. Manufactured Homes
- 3. Rain Barrells
- 4. Adjourn

March 25, 2024 - DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 03/11/2024

- 1. Called to order
- 2. Invocation/Pledge of Allegiance
- 3. Remarks of visitors
- 4. Staff Report: (a) Update of all CIP projects; (b) Board and Commission update; and (c) Reports from staff and City Council
- 5. Adjourn



REQUEST FOR CITY COUNCIL AGENDA ITEM #5

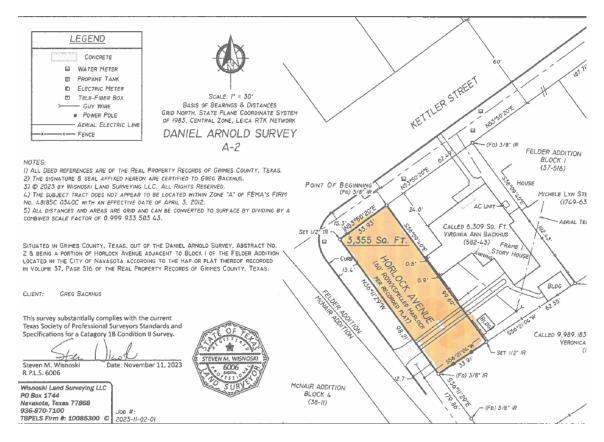
Agenda Date Requested: February 12, 2024	Appropriation	
Requested By: Lupe Diosdado, Director	Source of Funds: N/A	
Department: Development Services	Account Number: N/A	
⊜ Report ⊜ Resolution	Amount Budgeted: N/A	
	Amount Requested: N/A	
Exhibits : ROW closure Application, Ordinance No. 1039-24, and Survey	Budgeted Item: Yes No	

AGENDA ITEM #5

Conduct a public hearing to receive public comments and testimony regarding a proposed right-of-way closure by the City of Navasota, initiated by Greg Backhus for the abandonment and closure of a thirty-three (33') foot portion of Horlock Avenue right-of-way within Block 1 of the Felder Addition located at 1210 Kettler Street, Navasota, Grimes County, Texas; Consideration and possible action on the first reading of Ordinance No. 1039-24, closing a thirty-three (33') foot portion of Horlock Avenue right-of-way within Block 1 of the Felder Addition located at 1210 Kettler Street, Navasota, Grimes County, Texas.

SUMMARY & RECOMMENDATION

Greg Backus applied to request closure of a portion of Horlock Avenue right-of-way. There is approximately a 33' foot wide right-of-way adjoining the property located at 1210 Kettler. Recently, Mr. Backhus attempted to sell the property and while undergoing that process the unused strip of right-of-way was discovered. Mr. Backhus has provided the necessary information required to approve this request.



At the conclusion of the public hearing to receive public comment and testimony, staff recommend City Council approve the closure of the right-of-way outlined in the application.

ACTION REQUIRED BY CITY COUNCIL

Public hearing opened at p.m.
Public hearing closed at p.m.
Conduct a public hearing and take action on the first reading of Ordinance No 1039-24, closing a thirty-three (33') foot portion of Horlock Avenue right-of-way within Block 1 of the Felder Addition located at 1210 Kettler Street, Navasota Grimes County, Texas.
Approved for the City Council meeting agenda.

Jason Weeks, City Manager

2/5/24

Date

ORDINANCE NO. <u>1039-24</u>

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

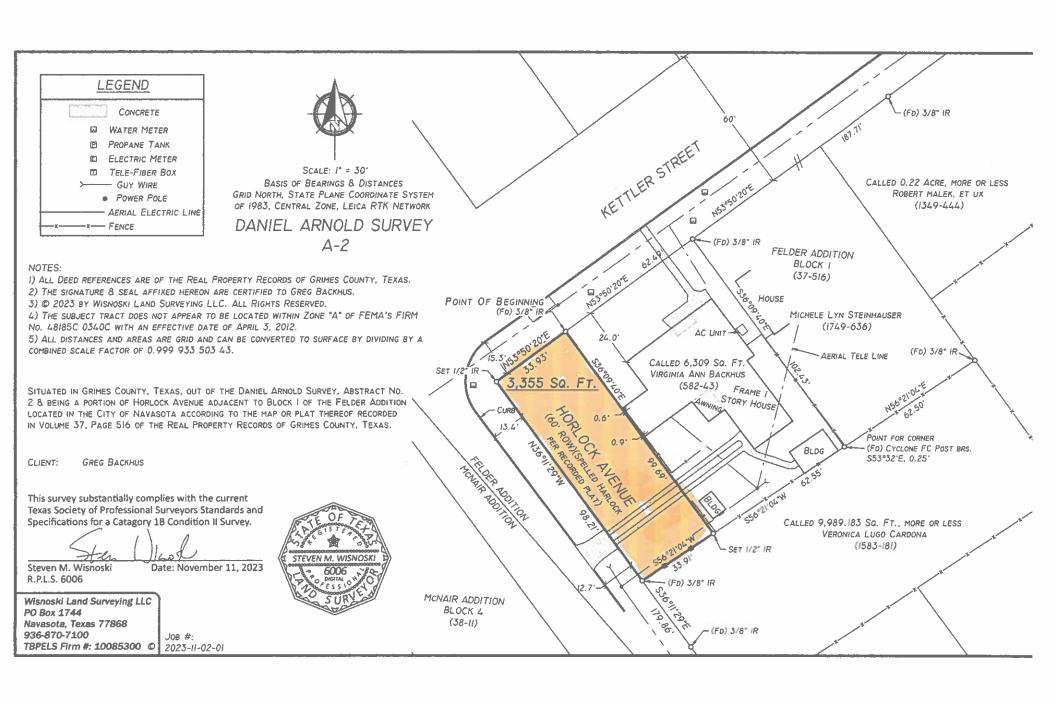
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS:

- **PART 1**: That the following described portion of a Public Right of Way, as described on Exhibit "A", attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby **ABANDONED**, **VACATED**, and **CLOSED** insofar as the right, title or easement of the public is concerned.
- **PART 2**: That said portion of a Public Right of Way is not needed for public purposes and it is in the public interest of the City of Navasota, Texas, to abandon said described portion of a Public Right of Way.
- **PART 3:** That the City hereby reserves all public utility easements located within that portion of the Public Right of Way so abandoned.
- **PART 4**: That all right, title, and interest in the oil, gas, and other minerals in, on, under, and that may be produced from portion of Public Right of Way be reserved by and to the benefit of the City.
- **PART 5:** That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in Part 1 of this Ordinance, and shall be construed only to that interest the governing body of the City of Navasota may legally and lawfully abandon, and excepting therefrom the reservations in favor of the City note herein.

PASSED ON FIRST READING THIS THE 12TH DAY OF FEBRUARY, 2024.

BERT MILLER, MAYOR

ATTEST:	
SUSIE M. HOMEYER, CITY	SECRETARY
PASSED ON SECOND READI 2024.	NG THIS THE 26 th DAY OF FEBRUARY
	BERT MILLER, MAYOR
ATTEST:	
SUSIE M. HOMEYER, CITY	/ SECRETARY



METES AND BOUNDS DESCRIPTION of a

3,355 Sq. Ft. Tract
Daniel Arnold Survey, A-2, Grimes County, Texas
November 11, 2023

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the Daniel Arnold Survey, Abstract No. 2, being a portion of Horlock Avenue adjacent to Block 1 of the Felder Addition located in the City of Navasota according to the map or plat thereof recorded in Volume 37, Page 516 of the Real Property Records of Grimes County, Texas and more fully described as follows:

BEGINNING at a found 3/8 inch iron rod for the Northwest corner of Block 1, Felder Addition, the Northwest corner of a called 6,309 sq. ft. tract as described in a Deed to Virginia Ann Backhus (582/43), located in the Southeast ROW of Kettler Street (60 ft. ROW) and in the Northeast ROW of Horlock Avenue (60 ft. ROW);

THENCE S 36°09′40″ E, 99.69 ft., along the Northeast ROW of Horlock Avenue, the Southwest line of said 6,309 sq. ft. Backhus tract (582/43) and a Southwest line of Block 1, Felder Addition, to a set ½ inch iron rod for the Westerly Southwest corner thereof, the Southwest corner of said Backhus tract, the Southeast corner of the tract of land herein described and same being in the generally fenced and Northwest line of a called 9,989.183 sq. ft. tract, more or less, as described in a Deed to Veronica Lugo Cardona (1583/181), from which a found 3/8 inch iron rod for the Northerly or Northeast corner of said 9,989.183 sq. ft. tract brs. N 56°21′04″ E, 125.05 ft.;

THENCE S 56°21′04″ W, 33.91 ft., along a Southeast line of Horlock Avenue and a portion of the fenced and Northwest line of said 9,989.183 sq. ft. Cardova tract (1583/181) to a found 3/8 inch iron rod, at cyclone fence corner post, for the Northwest corner thereof and an interior corner of Horlock Avenue, from which a found 3/8 inch iron rod for the Southerly corner of a called 10,211.29 sq. ft. tract (1294/848) brs. S 36°11′29″ E, 179.86 ft.;

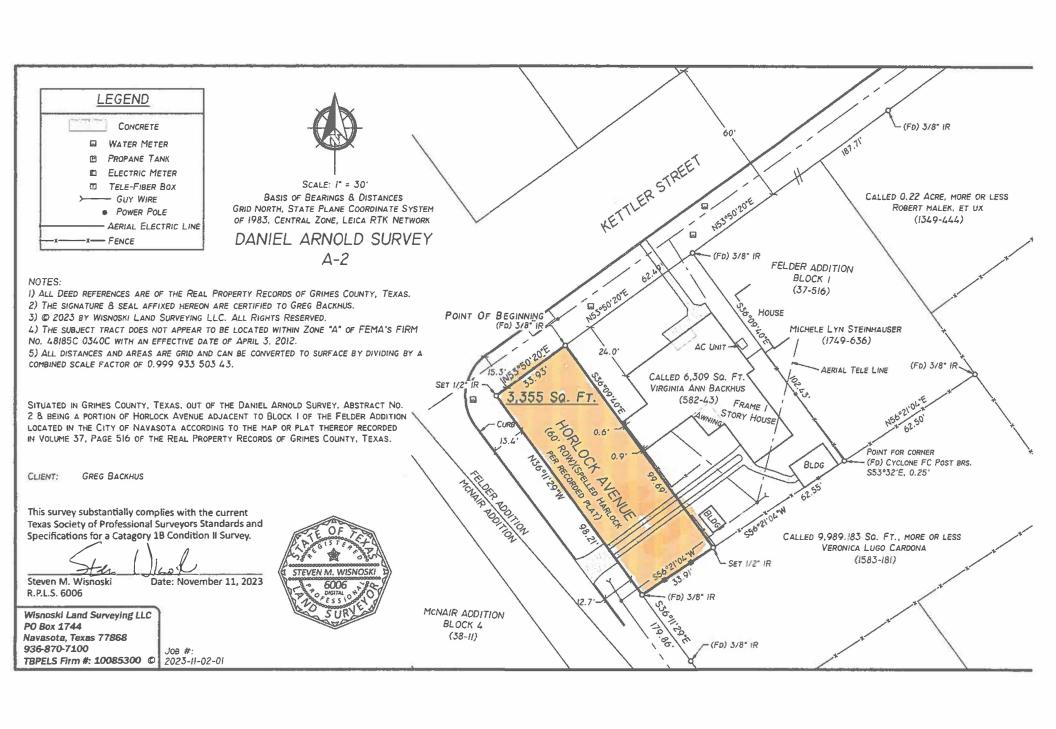
THENCE N 36*11'29" W, 98.21 ft., crossing into Horlock Avenue to a set ½ inch iron rod for the Northwest corner of the tract of land herein described located in the Southeast ROW of Kettler Street;

THENCE N 53°50′20" E, 33.93 ft., along the Southeast ROW of Kettler Street to the **PLACE OF BEGINNING** and containing 3,355 sq. ft. of land.

BASIS OF BEARINGS: Grid North, State Plane Coordinate System of 1983, Central Zone. All distances and areas are grid values reported in U.S. Survey Feet and may be converted to surface by dividing by a combined scale factor of 0.999 933 503 43.

Steven M. Wisnoski November 11, 2023 Registered Professional Land Surveyor

State of Texas No. 6006 Job #: 2023-11-02-01 STEVEN M. WISNOSKI



METES AND BOUNDS DESCRIPTION of a

3,355 Sq. Ft. Tract
Daniel Arnold Survey, A-2, Grimes County, Texas
November 11, 2023

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BASIS OF BEARINGS: Grid North, State Plane Coordinate System of 1983, Central Zone. All distances and areas are grid values reported in U.S. Survey Feet and may be converted to surface by dividing by a combined scale factor of 0.999 933 503 43.

Steven M. Wisnoski November 11, 2023 Registered Professional Land Surveyor

State of Texas No. 6006 Job #: 2023-11-02-01 STEVEN M. WISNOSKI

	APPLICATION TO VACATE
	A PORTION OF HORJOCK AVENUE,
A	PUBLIC STREET/RIGHT-OF-WAY IN THE CITY OF NAVASOTA, TEXAS
	WITHINDANIEL ARNOLD SURVEY SUBDIVISION FELDER ADDITION
	Date: 01-08-2024

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS:

- 1. The undersigned hereby make(s) application for the vacating and abandonment of that portion of the above named street or public ROW more particularly described in Exhibit 1 attached.
- 2. The undersigned will hold the City of Navasota, Texas, harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such vacating and abandonment.
- 3. Attached, marked Exhibit 2, is a plat or sketch of the street sought to be vacated, the surrounding area, the nearest streets in all directions, the abutting lots and blocks, and the addition in which the above described portion of such street or public ROW is situated, together with the record owners of such lots.
- 4. Attached, marked Exhibit 3, is the consent of the public utilities to such vacating.
- 5. Attached, marked Exhibit 4, is the consent to such vacating of all the abutting property owners, except the following; (if none, so state).

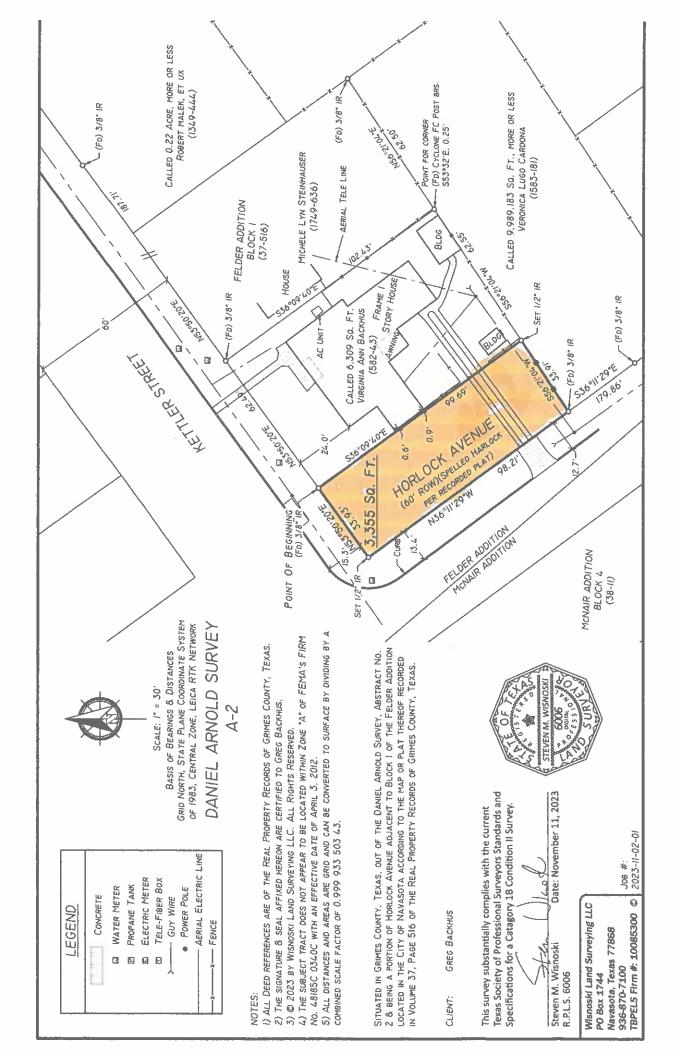
(a)	Name: NONE
	Address:
	Why consent not obtained:
(b)	Name:
	Address:
	Why consent not obtained:
(c)	Name:
	Address:
	Why consent not obtained:

	(d) Name:	
	Address:	
	Why consent n	ot obtained:
6.	-	nibit 5, are copies of recorded deeds or a title check performed by a g current ownership of all property contiguous to the area proposed to
7.	م سر ، سر م	ROW should be vacated because: f 1210 KETT/ER WERE UNAWARE SUCH ROW EXIST. HAS BEEN MAINTAINED AND USED BY the OWNERS AS TH
8.	Such street or public R	OW has been and is being used as follows:
	<i>(</i>	D SINCE 1976 AND BEFORE THAT BY PREVIOUS OW GREG BACKHUS JEFF Backhus
		A policant
		Applicant
		Address: P.O. Box 374 Anderson Tx. 77830
		Address:
THI	E STATE OF TEXAS	Address: P.O. Box 374 ANDERSON TX. 77830
	E STATE OF TEXAS UNTY OF GRIMES	P.O. Box 374 ANDFRSON TX. 77830 P.O. Box 310 Anderson Tx 77830

KARI LYNN EISENMAN NOTARY PUBLIC, STATE OF TEXUS Notary ID #1033683-4 Evpires December 10, 2027

Exhibit 2

Plat or sketch of the street sought to be vacated, including the surrounding area, the nearest streets in all directions, the abutting lots and blocks, and the addition in which the above described portion of such street or public ROW is situated, together with the record owners of such lots.



METES AND BOUNDS DESCRIPTION of a 3,355 Sq. Ft. Tract

Daniel Arnold Survey, A-2, Grimes County, Texas November 11, 2023

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the Daniel Arnold Survey, Abstract No. 2, being a portion of Horlock Avenue adjacent to Block 1 of the Felder Addition located in the City of Navasota according to the map or plat thereof recorded in Volume 37, Page 516 of the Real Property Records of Grimes County, Texas and more fully described as follows:

BEGINNING at a found 3/8 inch iron rod for the Northwest corner of Block 1, Felder Addition, the Northwest corner of a called 6,309 sq. ft. tract as described in a Deed to Virginia Ann Backhus (582/43), located in the Southeast ROW of Kettler Street (60 ft. ROW) and in the Northeast ROW of Horlock Avenue (60 ft. ROW);

THENCE S 36°09'40" E, 99.69 ft., along the Northeast ROW of Horlock Avenue, the Southwest line of said 6,309 sq. ft. Backhus tract (582/43) and a Southwest line of Block 1, Felder Addition, to a set ½ inch iron rod for the Westerly Southwest corner thereof, the Southwest corner of said Backhus tract, the Southeast corner of the tract of land herein described and same being in the generally fenced and Northwest line of a called 9,989.183 sq. ft. tract, more or less, as described in a Deed to Veronica Lugo Cardona (1583/181), from which a found 3/8 inch iron rod for the Northerly or Northeast corner of said 9,989.183 sq. ft. tract brs. N 56°21'04" E, 125.05 ft.;

THENCE S 56°21′04″ W, 33.91 ft., along a Southeast line of Horlock Avenue and a portion of the fenced and Northwest line of said 9,989.183 sq. ft. Cardova tract (1583/181) to a found 3/8 inch iron rod, at cyclone fence corner post, for the Northwest corner thereof and an interior corner of Horlock Avenue, from which a found 3/8 inch iron rod for the Southerly corner of a called 10,211.29 sq. ft. tract (1294/848) brs. S 36°11′29″ E, 179.86 ft.;

THENCE N 36°11'29" W, 98.21 ft., crossing into Horlock Avenue to a set ½ inch iron rod for the Northwest corner of the tract of land herein described located in the Southeast ROW of Kettler Street;

THENCE N 53°50'20" E, 33.93 ft., along the Southeast ROW of Kettler Street to the **PLACE OF BEGINNING** and containing 3,355 sq. ft. of land.

BASIS OF BEARINGS: Grid North, State Plane Coordinate System of 1983, Central Zone. All distances and areas are grid values reported in U.S. Survey Feet and may be converted to surface by dividing by a combined scale factor of 0.999 933 503 43.

Steven M. Wisnoski November 11, 2023 Registered Professional Land Surveyor State of Texas No. 6006

Job #: 2023-11-02-01

STEVEN M. WISNOSKI

Exhibit 3

Consent of the public utilities

1.	Electric Company:	V	
2.	Gas Department:	V	
3.	Water Department: _	V	
4.	Sewer Department:	V	
5.	Cable Company:	V	
6.	Other:		
7			

ENTERGY

RE: Abandoned ROW Navasota

From: Meekins, Blair (bmeekin@entergy.com)

To:	greg59378@aol.com
Date:	Tuesday, December 5, 2023 at 02:57 PM CST
Enter	gy has no issue with the area mentioned, our facilities will not be affected.
Sen To:	m: Greg Backhus <greg59378@aol.com> t: Tuesday, December 5, 2023 1:56 PM Meekins, Blair <bmeekin@entergy.com> ject: Re: Abandoned ROW Navasota</bmeekin@entergy.com></greg59378@aol.com>
Yes	just tell me when.
On ⁻	Tuesday, December 5, 2023 at 01:55:07 PM CST, Meekins, Blair < <u>bmeekin@entergy.com</u> > wrote:
Can	I meet someone over there, so you can show me what it is you are requesting?
Sen To:	m: Greg Backhus < <u>greg59378@aol.com</u> > t: Tuesday, December 5, 2023 1:47 PM Meekins, Blair < <u>bmeekin@entergy.com</u> > ject: Re: Abandoned ROW Navasota
Jus	t following up on the consent.
On	Friday, December 1, 2023 at 11:47:46 AM CST, Greg Backhus < <u>greg59378@aol.com</u> > wrote:
No.	
On i	Friday, December 1, 2023 at 11:42:32 AM CST, Meekins, Blair < bmeekin@entergy.com > wrote:



So do we need to relocate our facilities?

From: Greg Backhus <greg59378@aol.com>
Sent: Friday, December 1, 2023 11:25 AM
To: Meekins, Blair

bmeekin@entergy.com>
Subject: Re: Abandoned ROW Navasota

You don't often get email from greg59378@aol.com. Learn why this is important

There is power lines that services the house.

On Friday, December 1, 2023 at 10:54:35 AM CST, Meekins, Blair < bmeekin@entergy.com > wrote:

If we do not have existing facilities there then we approve to vacate.

From: Greg Backhus <greg59378@aol.com>
Sent: Friday, December 1, 2023 10:02 AM
To: Meekins, Blair

bmeekin@entergy.com>
Subject: Abandoned ROW Navasota

You don't often get email from greg59378@aol.com. Learn why this is important

EXTERNAL SENDER. DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password.

Good morning,

The owners of the property 1210 Kettler, Jeff and Greg Backhus are filing an application to vacate a portion of named "Horlock Avenue" an old right-of-way in the city of Navasota Texas. The property has been used as the family yard since 1976, and before that by previous owners. With the vacating and abandonment of this portion of Horlock it will not affect the utilities you provide. Please respond with consent of the vacating. Attached is the survey drawing.

Thank you.

Jeff and Greg Backhus

This message is intended for the exclusive use of the intended addressee. If you have received this message in error or are not the intended addressee or his or her authorized agent, please notify me immediately by e-mail, discard any paper copies and delete all electronic files of this message.

Cable Co.

RE: External E-mail - Abandoned ROW Navasota

From: Carol Picard (carol.picard@alticeusa.com)

To: greg59378@aol.com

Date: Friday, December 1, 2023 at 12:16 PM CST

Altice consents to the vacating as it doesn't seem to affect the location of our utilities.

Carol Picard

SuddenlinkTM
An Altice Company
Construction Ops Lead
Bastrop, Brenham, Bryan, Caldwell, College Station, Navasota, Prairie View, & Rockdale, TX Areas
Cell 979-807-4224
Carol.Picard@AlticeUSA.com



From: Greg Backhus <greg59378@aol.com>
Sent: Friday, December 1, 2023 9:47 AM
To: Carol Picard <Carol.Picard@alticeusa.com>
Subject: External E-mail - Abandoned ROW Navasota

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Good morning.

The owners of the property 1210 Kettler, Jeff and Greg Backhus, are filing an application to vacate a portion of named "Horlock Avenue" an old right-of-way in the city of Navasota Texas. The property has been used as the family yard since 1976, and before that by previous owners. With the vacating and abandonment of this portion of Horlock it will not affect the utilities you provide. Please respond with consent of the vacating. Attached is the survey drawing.

Thank you.

Jeff and Greg Backhus.

Telecom (Internet

No Facilities: Abandoned ROW Navasota Texas

From: Martin, Philip P (philip.p.martin@lumen.com)

To: greg59378@aol.com

Cc: relocations@brightspeed.com

Date: Thursday, December 14, 2023 at 09:09 AM CST

Date: 12/8/2023

Attn: Jeff and Greg Backhus

Thank you for your project notification. LUMEN has reviewed your utility notice regarding **P-509132 TX** | 1210 Kettler St ("Project"). In response to your inquiry please find the enclosed drawings indicating the approximate location of the project limits.

• LUMEN does not have facilities within your proposed construction area.

Please contact your **State One Call** prior to construction.

Any changes or additions to the project plans or parameters should be submitted to <u>relocations@lumen.com</u>. Note: the location(s) of facilities shown on drawings you receive from us, are only approximate. LUMEN hereby disclaims any responsibility for the accuracy of this information. Please contact <u>relocations@lumen.com</u> regarding the abovementioned project if you should have any questions. Please reference the file number **P-509132 TX** with any future communications.

Important Notice - For the States listed below, please add <u>relocations@brightspeed.com</u> to your distribution list for inquiries and updates regarding local facilities.

(AL, AR, GA, IL, IN, KS, LA, MI, MO, MS, NC, NJ, OH, OK, PA, SC, TN, TX, VA, WI)

Thank you for your cooperation!



Philip Martin
Business Analyst
Tulsa,OK
Philip.P.Martin@lumen.com

From: Greg Backhus <greg59378@aol.com>
Sent: Friday, December 8, 2023 9:53 AM
To: relocations <relocations@centurylink.com>
Subject: Abandoned ROW Navasota Texas

CAUTION: This email originated outside of Lumen Technologies. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning.

The owners of the property 1210 Kettler Jeff and Greg Backhus are wanting to aquire ownership of an abandoned Right-Of-Way named "Horlock Avenue" from the City of Navasota. This area has been used as the family yard since 1976 and before by the previous homeowners. The city requires that all service providers be informed. This portion mentioned does not affect the location of your services. Please respond with consent of our request. Attached is a survey drawing of the area.

Thank you.

Jeff and Greg Backhus

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

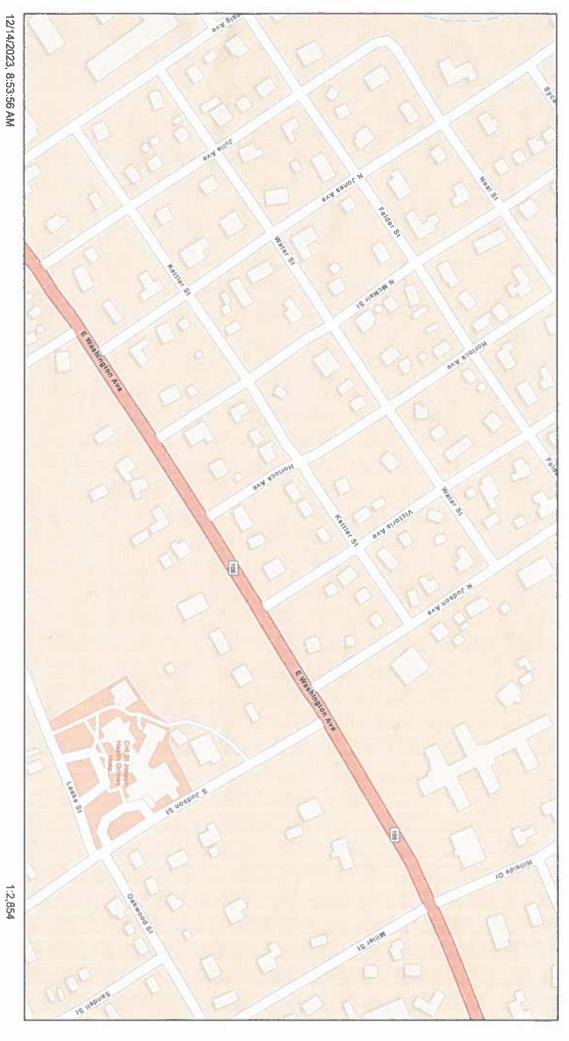


Utility Map.pdf 821.5kB



Felder - Blk 1 - 2023-11-02-01 - Horlock Ave - PLAT - signed (2) (2) (1).pdf 675.5kB

LUMEN Relocate Utility Map



Esi Community Magra Contributore, Baylor University, Tecas Perics & Wildfile, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeCraph, GeoTechnologies, Inc. METINASA, USGS, EPA, NPS, US Cersus Bureau, USDA

0.03

0.1

0.06

0.12m) 0.2 km

Exhibit 4

Consent of abutting property owners

1.	Name:	Veronica Lugo
	Address:	102 N HORLOCK St. WarasotaTt 77868
2.	Name:	GREG BACKHUS
	Address:	1210 KETTLER NAVASOTA TX.
3.	Name:	
	Address:	
4.	Name:	
	Address:	
5.	Name:	
	Address:	
6.	Name:	
	Address:	
7.	Name:	
	Address:	
8.	Name:	
	Address:	7
9.	Name:	
	Address:	
10	. Name:	
	Address:	

Exhibit 5

Attached deeds/title check showing ownership of the property

Prepared by the State Bar of Texas for use by lawyers only. Revised 1-1-76. Revised as to interest and to include grantee's address (art. 6626, RCS) 1-1-82. Revised as to sale on default (§ 51.002, Prop. Code) 10-83.

VOL 581 PAGE 187 # 93242 **DEED OF TRUST**

THE STATE OF TEXAS COUNTY OF GRIMES

KNOW ALL MEN BY THESE PRESENTS:

		Ā	58		*1	1000
tors, payable to the o	rder of <u>Hen</u>	ry Laver	ne Backhus			- 33
		92	×	101	Dollars (\$	
ne principal sum 🎮	as st	ated in	said note	()		=
ance, however, is ma	de in TRUST to	o secure payms	ent of one	р	romissory note _	of ever
he said Trustee, and istrators and assigns to	to his substitut o warrant and f	tes or successo orever defend i	rs forever. And (the said premises t	Grantors do her unto the said Tre	eby bind themsel ustee, his substitu	ives, their heim
AND TO HOLD (he shove deers	ribed property	. together with t	he rights, privi	leges and appear	enances theret
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A 3			es.			
situated in eing more pa said Exhibi	n the Cit articular Lt "A" is	y of Nav ly descr hereby	asota, Gri ibed in Ex incorporat	lmes Count chibit "A	ty, Texas, " hereto;	
					ing and	
Trustee, of	Washingt	on	_ County, Texas,	and his substitut		
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	AND TO HOLD the said Trustee, and strators and assigns ter, against the claim, and principal sum are, however, is make principal sum are p	einafter described, and in considerated, the receipt of which is hereby acth, have granted, sold and conveyed, Trustee, of Washingt perty situated in Grimes g all that certain to situated in the Citteing more particular said Exhibit "A" is ence for all pertines AND TO HOLD the above describes said Trustee, and to his substitut strators and assigns to warrant and for, against the claim, or claims, of all ance, however, is made in TRUST to be principal sum AS AS States.	einafter described, and in consideration of the sure d, the receipt of which is hereby acknowledged, at the have granted, sold and conveyed, and by these property situated in Grimes g all that certain tract or situated in the City of Nave eing more particularly descreaded Exhibit "A" is hereby ence for all pertinent purposes and Exhibit "A" is hereby ence for all pertinent purposes said Trustee, and to his substitutes or successor strators and assigns to warrant and forever defender, against the claim, or claims, of all persons claim ance, however, is made in TRUST to secure paymate principal sum as stated in	cinafter described, and in consideration of the sum of TEN DOLL d, the receipt of which is hereby acknowledged, and for the further th, have granted, sold and conveyed, and by these presents do grant, a	AND TO HOLD the above described property, together with the rights, privile end of Trustee, and to his substitute or all pertinent purposes. AND TO HOLD the above described property, together with the rights, privile end of Trustee, and to his substitute or all pertinent purposes.	and situated in the City of Navasota, Grimes County, Texas, eing more particularly described in Exhibit "A" hereto; said Exhibit "A" is hereby incorporated herein by ence for all pertinent purposes. AND TO HOLD the above described property, together with the rights, privileges and appurt he said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themsel strators and assigns to warrant and forever defend the said premises unto the said Trustee, his substituter, against the claim, or claims, of all persons claiming or to claim the same or any part thereof. ance, however, is made in TRUST to secure payment of One promissory note

VOL 581 PAGE 188

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees:

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at the rate stated in said note and shall be paid by Grantors to Beneficiary upon demand, at the same place at which said note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this successor divided and conveyed property, then subject to the lien hereof, and mailing and filing notices as required by section \$1.002, Texas Property Code, as then amended (successor to article 3810, Texas Revised Civil Statutes), and otherwise complying with that statute, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuestee shall sell the above described property, then subject to the lien hereof. At public auction in accordance with such notices on the first Tuestee shall sell the above described property, then subject to the lien hereof. At public auction in accordance with such notices on the first Tuestee shall sell the above described property, then subject to the lien hereof. At public auction in accordance with such notices on the first Tuestee shall sell the above described property, then subject to the lien hereof. At the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien; that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary, if he is the highest bidder, shall have the right to purchase at any sale of the property, and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

Nothing provided herein shall be construed as relieving, releasing, discharging or otherwise waiving Beneficiary's duties, and obligations, and liabilities under the Decree of Divorce dated December 15, 1986, in Cause No. 25, 173, "In the Matter of the Marriage of Henry Lavearne" Backhus and Virginia ann Backhus", and the in the promissory note dated June 22, 1976, payable XXX, and the promissory note dated June 22, 1976, payable XXX.

and the promissory note dated June 22, 1976, payable XXX below)

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, Assign, and convey into Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agent or representative, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property hereid described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said reapproperty, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the here-inabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular, and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit: pursuant to the Decree of Divorce entered in Cause No. 25,173 on the docket of the District Court of Grimes County, Texas.

* ** (contil from above)
to the order of First Federal Savings and Loan Association
of Navasota, Texas, in the original principal sum
of \$17,200.00, executed by the Granton and Beneficiary
named herein. V. A. B.

EXECUTED this 15th day of

December

A. D. 1986.

VIRAINIA ANN BACKROS

00Test 100

VOL 581 PAGE 190

Mailing address of trustee:

Mailing address of each beneficiary:

Name: William H. Betts, Jr. Address: P.O. Box 1028 Brenham, Texas 77833

Henry LaVerne Backhus P. O. Box 242 Navasota, Texas 77868 Name:

Address:

Name: Address:

(Acknowledgment)

STATE OF TEXAS COUNTY OF GRIMES

This instrument was acknowledged before me on the

December

, 19 86,

VIRGINIA ANN BACKHUS

Notary Public, State of Texas (Notary's name (printed):

Sarah Ryan
Notary's commission expires: 9-2

(Acknowledgment)

STATE OF TEXAS. COUNTY OF "

This instrument was acknowledged before me on the

day of

, 19

Notary Public, State of Texas Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS COUNTY OF

This instrument was acknowledged before me on the

day of

by

corporation, on behalf of said corporation.

Notary Public, State of Texas Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:

William H. Betts, Jr. P. O. Box 1028 Brenham, Texas 77833

PREPARED IN THE LAW OFFICE OF:

EXHIBIT "A" TO DEED OF TRUST 581 page 10

All that certain tract or parcel of land, lying and being situated in the City of Navasota, Grimes County, Texas and being described as follows:

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, and out of the D. Arnold League, Abs. No. 2, also being out of Block No. One (1), of the Felder Addition to the City of Navasota, Texas, and being the same tract of land as described in a deed from Fred W. Homeyer, et ux, to Milton T. Carlisle, et ux, dated April 8, 1975, of record in Vol. 327, Page 398, of the Deed Records of Grimes County, Texas, and more fully described as follows:

BEGINNING at the intersection of the center line of Victoria Avenue with the center line of Kettler Street;

THENCE in a southerly direction along the center line of Victoria Avenue, 30 feet;

THENCE a 90° angle to the right and in a westerly direction 217.5 feet to a 3/8 inch rod for the beginning point for this survey;

THENCE continuing in a westerly direction, 62.5 feet to a 3/8 inch rod for corner;

THENCE a 90° angle to the left and in a southerly direction, 99.5 feet to a 3/8 inch rod for corner;

THENCE a deflection angle of 87° 21' to the left and in an easterly direction, 62.57 feet to a 3/8 inch rod for corner;

THENCE a deflection angle of 92° 39' to the left and in a northerly direction, 102.4 feet to the place of beginning containing 6309 sq. feet as surveyed by Evans Moody on

893242

SO DEC 17 TH 11 52 STRINSTON HARRIS CO. CO. TEX.

William W. Petts P.O. Sw 1928 Bren Now. 47

THE STATE OF TEXAS COUNTY OF GRIMES

THIS CERTIFIES that the foregoing instrument, with its certificates of authentication was filed for record in my office on the 17th day of 1000 molecular. A. D. 1986 and duly recorded by me on the 187, of the 2001 Property records of

Grimes County, Texas.



Trinston Harris
County Clerk, Grimes County, Texas

Juni Sicinala, Deput

vanioer Print

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Revised 1-1-76 To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law, No "standard form" can meet all requirements.

VOL 581 PAGE 192 DEED OF TRUST TO SECURE ASSUMPTION

#43242 (WHERE BENEFICIARY IS LIABLE ON NOTE ASSUMED)

THE STATE OF TEXAS
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That I, VIRGINIA ANN BACKHUS

of Grimes County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TIN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto William H. Betts, Jr. Trustee, of Washington County, Texas, and his substitutes or successors, all of the following described property situated in Grimes County. Texas, to-witt

All that certain tract or parcel of land lying and being situated in the City of Navasota, Grimes County, Texas; and being more particularly described in Exhibit "A" hereto; which said Exhibit "A" is hereby incorporated herein by reference for all pertinent purposes.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging, unto the said Trustee and to his substitutes or successors forever. And Grantors named herein do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

24 (i)

This conveyance, however, is made in TRUST for the following purposes: WHEREAS, Henry LaVerne Backhus (of P. O. Box 242, Navasota,

hereinafter called Beneficiary, by deed of even date herewith conveyed the herein described property to Grantors named herein, who, as part of the consideration therefor assumed and promised to pay, according to the terms thereof, all principal and interest remaining unpaid upon that one certain promissory note in the original principal sum of \$ 17,200.00 dated June 22, 1976 executed by Henry LaVerne Backhus, et ux

and payable to order of First Federal Savings and Loan Association of Navasota, Texas

which said note is secured by a Deed of Trust recorded in Volume _____69 of the Deed of Trust Records of Grimes County,

Texas, the obligations and covenants of the grantors named in said Deed of Trust were also assumed by Grantors named herein, and in said Deed the superior title and a vendor's lien were expressly reserved and retained by Beneficiary until said indebtedness and obligations so assumed are fully paid and satisfied, and should Grantors do and perform all of the obligations and covenants so assumed and make prompt payment of the indebtedness evidenced by said note so assumed as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, it being agreed that a release of such indebtedness so assumed and of the liens securing the same by the legal owner and holder thereof prior to the advancement and payment thereon by Beneficiary of any sum or sums required to cure any default, shall be sufficient to release the lien created by this instrument as well as said vendor's lien so retained, without the joinder of Beneficiary. Unless, prior to the filing of a release of the indehtedness so assumed and of the liens securing the same in the office of the County Clerk of the County where said real property is situated. Beneficiary shall have filed in the office of the County Clerk of said County a sworn statement duty acknowledged and containing a legal description of the real property hereinbefore described and setting forth any and all sums that Beneficiary may have so advanced and paid, it shall be conclusively presumed that no sum or sums have been advanced and paid thereon by Beneficiary.

Grantors agree that in the event of default in the payment of any installment, principal or interest, of the note so assumed by Grantors, or in the event of default in the payment of said note when due or declared due, or of a breach of any of the obligations or covenants contained in the Deed of Trust securing said note so assumed. Beneficiary may, at his option, advanced and paid by and pay such sum or sums as may be required to cure any such default, and that any and all such sums so advanced and paid by Beneficiary to cure such default shall be paid by Grantors to Beneficiary XIX....

Grimes ..., in the City of Navasota

County, Texas, within five (5) days after the date of such payment, without notice or demand, which are expressly waived.

Grantors covenant to pay promptly to Beneficiary, without notice or demand, within the time and as provided in the foregoing paragraph, any and all sums that may, under the provisions of the foregoing paragraph, be due Beneficiary. In the event of a breach of the foregoing covenant, it shall thereupon, or at any time thereafter, be the duty of the Trus-

the contract of a death of the foregoing covenant, it shall thereupon, or at any time thereafter, be the duty of the trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this Trust, and after advertising the time, place and terms of the sale of the above described and conveyed properly, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the Courthouse door of the county where said real property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary (the holder of the indebtedness secured hereby) has, at least twenty-one (21) days preceding the date of sale secured withten or pointed of the indebtedness secured hereby) has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this Deed of Trust according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of the county where such real property is situated (provided where said real property is situated in more than one county, the notice to be posted as herein provided shall be posted at the Courthouse door of each of such counties where said real property is situated, and said above described and conveyed property may be sold at the Courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, and make the conveyance to the Purphases or Purphases with according the property indicates their and assigns; and out of the duesday in any month between the nours of ten o clock A.M. and four o clock r.M., to the nighest blode for easil, and that due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale the Trustee shall pay, first, all expenses of advertising the sale and making the conveyance, including a commission of 10% to himself and, second, to Beneficiary the full amount of all sums so advanced and paid and that are then owing to Beneficiary under the provisions hereof, rendering the balance of the sales price, if any, to the person or persons legally entitled thereto: and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns; said sale and deed to be made subject to the then unpaid part of the indebtedness so assumed by Grantors and the lien or liens securing the same, and it is agreed that such sale shall not in any manner affect any indebtedness which may thereafter become due and owing to Beneficiary under the covenants and provisions of this Deed of Trust, it being agreed that this Deed of Trust and all rights of Beneficiary shall be and remain in full force and effect so long as the obligations and indebtedness so assumed by Grantors or any part thereof remains unsatisfied or unpaid; that a sale by the Trustee or Substitute Trustee hereunder shall not exhaust the right of the Trustee tee or Substitute Trustee in event of any subsequent default hereunder, and at the request of Beneficiary, to thereafter enforce this trust and make sale of said property as herein provided.

Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the total sums owed Beneficiary.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the full and final payment and satisfaction of the indebtedness and obligations so assumed by Grantors, and each substitute and successor trustee shall succeed to all of the rights and powers of the original Trustee named herein.

The term "Grantors" used in this instrument shall also include any and all successors in interest of Grantors to all or any part of the herein described and conveyed property as well as any and all purchasers thereof at any sale made hereunder by the Trustee or Substitute Trustee, and the provisions of this Deed of Trust shall be covenants running with the land.

If this Deed of Trust is or becomes hinding upon one person or upon a corporation, the plural reference to Grantors shall be held to include the singular and all of the agreements and covenants herein undertaken to be performed by and the rights conferred upon Grantors, shall be binding upon and innre to the benefit of not only Grantors respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

It is expressly stipulated that the fiability of Grantors to Heneficiary, arising by virtue of the assumption by Grantors of the payment of the note herein described and of the obligations of the Deed of Trust securing said note, as well as the liability to Beneficiary of any and all persons hereafter assuming payment of said note and performance of the obligations of said Deed of Trust, shall in no wise be discharged or released by this instrument or by the exercise by Beneficiary of the rights and remedies herein provided for, it being agreed that this instrument and all rights and remedies herein accorded Beneficiary are cumulative of any and all other rights and remedies existing at law.

Grantors expressly represent that any indebtedness becoming due and payable under and by virtue of the terms and provisions of this Deaf of Trust is in part payment of the purchase price of the herein described and conveyed property and that this Deed of Trust is cumulative and in addition to the Vendor's Lien expressly retained in deed of even date herewith executed Shy Beneficiary to Grantors, and it is expressly agreed that Beneficiary may forcelose under either or both of said liens as Beneficiary may elect, without waiving the other, said deed hereinbefore mentioned, together with its record, being here referred to and made a part of this instrument.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated,

Provided, however, that nothing herein shall be construed to require any greater obligation, duty or liability on the part of Grantor than is required by t set forth in the Decree of Divorce dated December 15, 1986, by t between Grantor and Beneficiary in Cause No. 25, 173, in the 278 th District Courtof Grimes County, Texas; and Beneficiary is not and shall notable relieved, released or discharged of any duty, obligation or liability thereunder.

EXECUTED this 15th day of December .A.D. 1986

(Acknowledgment)

THE STATE OF TEXAS COUNTY OF GRIMES

₽,

Before me, the undersigned authority, on this day personally appeared

VIRGINIA ANN BACKHUS

known to me to be the person whose name 1.8 ... subscribed to the foregoing instrument, and acknowledged to me that, executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15th day of December A.D. 19 86

Notary Public in and for the State of MXXMX Texas.

My commission expires 9-22-89 19 ...

(Printed or stamped name of notary) Sarah Ryan

THE STATE OF TEXAS COUNTY OF

VOL 581 PAGE 195

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EXHIBIT "A" TO DEED OF TRUST TO SECURE ASSUMPTION

All that certain tract or parcel of land, lying and being situated in the City of Navasota, Grimes County, Texas and being described as follows:

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, and out of the D. Arnold League, Abs. No. 2, also being out of Block No. One (1), of the Felder Addition to the City of Navasota, Texas, and being the same tract of land as described in a deed from Fred W. Homeyer, et ux, to Milton T. Carlisle, et ux, dated April 8, 1975, of record in Vol. 327, Page 398, of the Deed Records of Grimes County, Texas, and more fully described as follows:

BEGINNING at the intersection of the center line of Victoria Avenue with the center line of Kettler Street;

THENCE in a southerly direction along the center line of Victoria Avenue, 30 feet;

THENCE a 90° angle to the right and in a westerly direction 217.5 feet to a 3/8 inch rod for the beginning point for this survey;

THENCE continuing in a westerly direction, 62.5 feet to a 3/8 inch rod for corner;

THENCE a 90° angle to the left and in a southerly direction, 99.5 feet to a 3/8 inch rod for corner;

THENCE a deflection angle of 87° 21' to the left and in an easterly direction, 62.57 feet to a 3/8 inch rod for corner;

THENCE a deflection angle of 92° 39' to the left and in a northerly direction, 102.4 feet to the place of beginning containing 6309 sq. feet as surveyed by Evans Moody on June 4, 1976.

93243

FILED FOR RECORD AT 886 DEC 17 AM 11 52 : TRINSTON HARRIS CO. CLK. GRIMES CO., TEX.

Por 11.8

THE STATE OF TEXAS COUNTY OF GRIMES

THIS CERTIFIES that the foregoing instrument, with its certificates of authentication was filed for record in my office on the day of learning. A. D. 1986 and duly recorded by me on the day of learning. A. D. 1986 in Vol. 581, Page 192, of the Real Figure records of Grimes County, Texas.

County Clerk, Grimes County, Texas

Statistics Print

Request for Abandonment of Public Easements or Rights-of-Way

Applicant:
Name: Jeff Backhus GREG BACKHUS
Address: P.O. Box 310 Po Box 374
Andreson TX 77830 ANDRSON TX. 77830
Telephone: (936) 825 - 8581 936-870-7846
Signature: fifffurt fbf
Submission Date: <u>0/-/0-2024</u>
General Location or Description of Property to be Abandoned: CORNER OF HORIOCK AND
KETTIER STREETS

The following information must accompany the application:

- 1. Copies of recorded deeds showing current ownership of all property contiguous to the area proposed to be abandoned.
- 2. Written concurrence of all persons who own property contiguous to the area proposed to be abandoned.
- 3. Legal description of property to be abandoned.
- 4. Map showing location.
- 5. Application fee of \$100.00



REQUEST FOR CITY COUNCIL AGENDA ITEM #6

Agenda Date Requested: February 12, 2024									
Requested By: Lupe Diosdado, Director									
Department: Development Services									
○ Report	Resolution	Ordinance							

Exhibits: Resolution No.758-24, PK Companies

Resume, and Scope of Work

Appropriation								
Source of Funds:	N/A							
Account Number:	N/A							
Amount Budgeted:	N/A							
Amount Requested:	N/A							
Budgeted Item:	○ Yes							

AGENDA ITEM #6

Consideration and possible action approving Resolution No. 758-24, in support for the application of Navasota Manor APTS to the Texas Department of Housing and Community Affairs for the 2024 Competitive Nine-Percent Housing Tax Credits to rehabilitate affordable rental housing in connection with Navasota Manor.

SUMMARY & RECOMMENDATION

City staff was contacted by Tim Smith, representing PK Companies, the ownership company of Navasota Manor Apartments regarding a 2024 Competitive Housing Tax Credit application for the rehabilitation of Navasota Manor located in Navasota.



The estimated renovation dollar amount per unit (total of 40 units) is \$45,000. Navasota Manor's Housing Tax Credit Program application may qualify for additional points if a Resolution of support and evidence of commitment of development funding from the governing body of the city are approved. For rural communities like Navasota the minimum commitment is \$250, which can be achieved by waiving permitting fees.

Since this request does not add any new units to Navasota, staff are recommending City Council to approve Resolution No. 758-24 in support of Navasota Manor APTS rehabilitating Navasota Manor in Navasota.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny Resolution No. 758-24, in support for the application of Navasota Manor APTS to the Texas Department of Housing and Community Affairs for the 2024 Competitive Nine-Percent Housing Tax Credits to rehabilitate affordable rental housing in connection with Navasota Manor.

Approved for the City Council meeting agenda		
Jason Weeks	2/5/24	
Jason B. Weeks, City Manager	Date	

RESOLUTION NO. 758-24

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

WHEREAS, PK Navasota Manor LP has proposed a development for affordable rental housing at 1015 Church St., Navasota, TX 77868 named Navasota Manor in the City of Navasota; and

WHEREAS, PK Navasota Manor LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Navasota Manor

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

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

The City of Navasota, acting through its governing body, hereby confirms that it supports the proposed Navasota Manor, TDHCA# 24183, located at 1015 Church St., Navasota, TX 77868 and that this formal action has been taken to put on record the opinion expressed by the City of Navasota, and

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

FURTHER RESOLVED, that the City of Navasota hereby supports the proposed Navasota Manor, and confirms that its governing body has voted specifically to approve the rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

FURTHER RESOLVED, that the City of Navasota, acting through its governing body, hereby approves a commitment to Navasota Manor of permanent funding assistance in

an amount of \$250 which, in the City's discretion, may be in the form of a grant, reduced fees, or gap funding, and

FURTHER RESOLVED, that notwithstanding anything herein to the contrary, the funding commitment by the City of Navasota set forth in this Resolution shall be contingent on: (i) the Applicant securing HTCs from TDHCA in the amount sufficient to rehabilitate Navasota Manor and (ii) development approvals by the City of Navasota in connection with the rehabilitation of Navasota Manor, and

FURTHER RESOLVED, that for and on behalf of the Governing Body, **William "Bert" Miller, Mayor** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

DULY RESOLVED by the City Council of the City of Navasota, Texas on this 12TH day of February, 2024.

	BERT MILLER, MAYOR
ATTEST:	
SUSTEM HOMEVED CITY SECRETA	DV



Committed to Our Communities

pk-companies.com

PK DEVELOPMENT GROUP - EXPERIENCE & CAPACITY

PK Companies (PK) is a leader in affordable housing who gets results. As a leader in the Affordable Housing industry, PK has extensive experience working with local municipalities, state and federal agencies, and neighborhood associations to create projects that both leverage financial opportunities and provide housing to those most in need.

PK has been in the business of creating housing solutions for over 30 years and is one of the most active developers of affordable housing in Michigan. We work closely with state and federal housing agencies. Our executives serve as leaders in several affordable housing trade associations and devote a significant amount of time to affordable housing advocacy. This has led to substantial growth, and we now own and or manage over 5,200 apartment homes within 124 developments across seven states. Our long-term approach means we rarely sell properties; when we invest in a community, we do it with the intention of being neighbors for a long time.

Our experience and advocacy assist us in staying connected to a dynamic affordable housing market. PK does not, however, focus only on regulatory, equity, or lender changes. Through our participation in various groups, as well as our Housing & Management Division, we stay connected to the needs of individuals and families we house. For example, in 2021, PK began actively seeking partnerships with local community organizations to bring Tenant Services to all Residents living within our communities. We feel this co-development project offers a unique opportunity to expand that impact by incorporating Housing First Model priorities into this development.



PK Companies offers a full-service approach with a long-term ownership philosophy that includes construction and management. PK is a hands-on organization that has a strong focus on community engagement, agency partnership, curb appeal, and the ongoing maintenance of our communities.

PK COMPANIES

PK Companies is committed to creating partnerships that provide housing solutions to better fulfill the needs of our communities. We strive to add value to the areas we serve and enrich the lives of our residents. PK delivers answers to housing needs that address the wants of their residents and strengthen the wider community. Through a comprehensive strategy, PK purchases, develops, and manages properties that offer opportunities for creative housing solutions.

PK is a family-owned real estate firm based in Okemos, Michigan. It was originally formed as PK Housing & Management Inc. in 1981 by Ronald J. "Pete" Potterpin as a full-service property management company. Starting in 1990, PK began acquiring and rehabilitating affordable housing properties and has been building its portfolio ever since. In 1999, PK Construction Company was formed to act as a general contractor on PK development projects. In 2006, PK Development Group was formed to accommodate the growth of the development business.

Today, PK Housing & Management manages a varied portfolio of multifamily housing and mixed-use developments. Although PK is a Michigan-based company and has historically done most of its business here, the company is not constrained by geography. In 2009, PK first expanded their footprint into Texas through a strategic partnership and have since completed 12 tax credit developments across that state. Likewise, in 2014 PK expanded west, developing three affordable housing communities in California.



PK's portfolio now consists of completed projects and managed properties in Michigan, Indiana, Ohio, Missouri, Alabama, Texas, and California. PK also has extensive experience working in rural markets as well as urban core communities like Detroit, Grand Rapids, East Lansing, and Flint.

This breadth and depth of industry knowledge and expertise obtained over the last 30 years has combined with solid financial stability to make PK a specialist in the affordable housing sector. PK is an expert in developing and administering low-income tax credit developments. Furthermore, PK knows how to harness value in the historic preservation tax credit program, new market tax credit program, and opportunity zones. Over the years, PK has cultivated strong relationships with both national and state agencies, in particular USDA-Rural Development and HUD, as well as the various state and local economic development and housing agencies that they work with on a daily basis. It is this continuum of growth that has led to new strategic partnerships, allowing PK to successfully diversify its portfolio to include more urban, conventionally financed, market-rate, and mixed-income developments.

PK DEVELOPMENT GROUP

PK Companies is the parent company for three affiliated companies which provide development, construction, and property management services.

PK DEVELOPMENT GROUP

PK Development Group ("PK") was formed in 2006 to accommodate the growing capacity of the company in the development business. PK has found its most fruitful growth opportunities and successful development projects through three methods: creatively using a multitude of financing programs, expanding our geographic footprint into new states across the country, and forming very strategic partnerships with both for-profit and non-profit organizations with which we share a common vision and principles.

PK has consistently received Low Income Housing Tax Credit awards in Michigan and is a top-five Developer of USDA-financed multifamily housing. PK has also syndicated, received financing for, and successfully delivered projects using New Market Tax Credits (NMTC), Historic Rehabilitation Tax Credits, Tax Increment Financing (TIF), conventional financing, grants, and tax abatements. Several of our recent projects have used more than one of these programs to deliver a successful development.

PK has formed strategic partnerships to deliver first-in-class developments to our communities. One of our most active partnerships is with Third Coast Development. Third Coast has local expertise and demonstrated experience in commercial and residential development and leasing in the Grand Rapids market. PK and Third Coast have received four tax credit awards for developments with 360 apartment homes and 44,000 square feet of commercial space in 2020.

PK also formed a strategic partnership in Flint, with the Mott Foundation and the Uptown Reinvestment Corporation, to close the Flint Marketplace development, which was completed in 2020.

Our ability and flexibility to formulate unique financing structures, create strategic partnerships, and expand geographically have all led to the success of PK Development Group.

PK DEVELOPMENT GROUP LEADERS



Chris Potterpin, President

Chris Potterpin works with the VP of Development to implement the strategic goals of PK. Oversees the formation of a pipeline of real estate opportunities. Advocates to make more resources available for affordable housing and to streamline various financing programs. Coordinates PK Development's activities with the leaders of other PK entities.



Jacob Horner, Vice President

Jacob Horner solicits development opportunities. Evaluates all aspects of an opportunity, looking for creative opportunities to improve a deal's competitiveness, not only within governmental agency programs but also within the local market. Directs and oversees the Development Team staff ensuring their efforts to work toward operational goals.

Development Team Staff

Coordinates due diligence collection. Prepares confidential correspondence, reports, and other complex documents. Creates, maintains, distributes accordingly database and spreadsheet files. Assists in closing documents and prepares closing memorandums for interested parties. Communicates within direct team and companywide to keep all parties informed.

PK HOUSING & MANAGEMENT

PK Housing & Management maintains a varied portfolio of both affordable and conventional multifamily housing comprised of 124 developments with over 5,200 units in the states of in Michigan, Indiana, Ohio, Missouri, Alabama, Texas, and California. PK Housing manages all of these properties, with the exception of only seven that are third-party management.

PK has extensive experience working with USDA Rural Development, HUD, TDHCA, and MSHDA, and maintains a strong working relationship with each of these agencies. Most of the developments we manage utilize the Low-Income Housing Tax Credit and PK personnel are constantly trained with the latest changes in the program.

PK Housing uses Yardi, a web-based software system that is among the best in the industry and is widely used by many management companies. This gives us up to the minute reporting and information at our sites and in our main office located in Okemos. We stay on the cutting edge of new developments in the industry.



Lindsey Klug, Vice President

Lindsey Klug works with owners, investors, corporate staff, and field staff to set achievable operational goals. She holds various affordable housing certifications including LIHTC Housing Credit Certified Professional (HCCP), S.T.A.R. RD Compliance, and C3P Tax Credit certification. She works with governmental agencies at multiple levels, including HUD, MSHDA, USDA-RD to ensure operational compliance with all applicable programs.



Marea Powell, Director of Property Management

Marea Powell holds various affordable housing certifications including LIHTC Housing Credit Certified Professional (HCCP), S.T.A.R. RD Compliance, Zeffert and Associates Managing RD Compliance, and NRH HUD Occupancy Training Certified. She performs administrative functions in hiring, training, supervising, payables, budgeting, financial oversight, marketing, occupancy, and governmental program compliance to achieve the operational goals of the company.

Area Directors

Perform all administrative functions in hiring, training, supervising, payables, budgeting, financial oversight, marketing, occupancy, and governmental program compliance for a portfolio of properties.

PK CONSTRUCTION COMPANY

PK Construction Company, LLC (PKC) was formed in 1999 as an adjunct to PK Housing and Management to act as a general contractor to PK's own development projects. This division enhances the development team's unique suitability for this project. The collaboration between PK Development Group and PK Construction Company offers the best opportunity for value engineering even when an outside General Contractor is utilized.

The typical scope of work in apartment construction and rehabilitation projects includes repair, replacement, or construction of:

Exteriors including roofing, windows, siding, and doors; interiors including flooring, cabinets, countertops, plumbing, electrical fixtures, doors and trim, painting, and drywall repair;

Building systems including HVAC, electrical, plumbing and mechanical;

And, grounds including sidewalk and parking lot repair or resurfacing, parking and property lighting, signage, general landscaping, and new property and tenant amenities.

Designated barrier-free apartment units and the accessible common areas are constructed or reconstructed as necessary to meet current ADA/barrier-free requirements. New offices, maintenance/storage, laundry buildings, bus shelters, pavilions, and picnic shelters have also been constructed on various project sites.



Pete Potterpin, President

Pete Potterpin is both the President of PK Companies and PK Construction. Oversees the project manager and coordinates construction activities with other PK entities. Attends construction draw reviews and monitors construction progress to ensure that the jobs are on schedule and on budget.



CJ Wesolek, Project Manager

CJ Wesolek oversees the day-to-day operations of assigned construction projects. Works directly with subcontractors to ensure quality and timeliness. Main point of contact with PK Housing and Management site staff. Works with architects and subcontractors to develop cost estimates and the construction budget.

HIGHLIGHTED RECENT PROJECTS

Grand Rapids, Michigan - Our Grand Rapids developments have been made possible by one of our most active partnerships with Third Coast Development. Third Coast has local expertise and demonstrated experience in commercial and residential development and leasing in the Grand Rapids market. In partnership with Third Coast Development, PK has completed two mixed-use, mixed-income communities and in September of 2021, we broke ground on a third mixed-use site, Belknap Apartments.

DIAMOND PLACE APARTMENTS - Grand Rapids, Michigan



Diamond Place is the redevelopment of a large, blighted brownfield site on a key corridor in Grand Rapids into 165 apartment homes and 22,000 square feet of commercial space including a GFS Market, Ginza Sushi & Ramen Bar, AT&T Wireless, and Tropical Smoothie Café.



Our development team worked closely with the community to meet two primary needs 1) affordable housing in a neighborhood where market rent has been increasing and causing gentrification and 2) a freshfood grocery store in a USDA-qualified food desert. Diamond Place was financed with both low-income housing tax credits and new market tax credits, developed in partnership with Third Coast Development, and constructed by Pioneer Construction. Project Cost: \$32 Million

BELKNAP PLACE APARTMENTS - Grand Rapids, Michigan



Currently under construction utilizing a neighborhood-centric approach, Belknap Place Apartments will be a 3-story 50-unit apartment building nestled in the historic Belknap Lookout neighborhood of Grand Rapids. The project is a public-private partnership between the development team of PK Development Group and Third Coast Development, as well as the current owner of the property, Grand Valley State University (GVSU).

Belknap Place incorporates a neighborhood-centric design so that it does not impose on the current neighborhood dynamic. To address current housing gaps, the project incorporates a project-based subsidy for eight of the units, funded by GVSU. The project was approved for a 9% tax credit award in 2020. Project Cost: \$13 Million



LEO & ALPINE - Grand Rapids, Michigan



Leo & Alpine is a transit-oriented redevelopment project situated on a formerly underutilized Brownfield site. The project is a mixed-income community consisting of 36 apartment homes and approximately 2,250 square feet of commercial space split between two storefronts. This development, financed with low-income housing tax credits, has increased density, as well as provided affordable housing and new employment opportunities along an important corridor in the city of Grand Rapids.

Leo & Alpine was developed in partnership with Third Coast Development and was completed in the Spring of 2019. Project Cost: \$9 Million





MARKETPLACE - Flint, Michigan



The Flint Marketplace project is a redevelopment of a vacant, blighted structure into urban mixed-use, mixed-income housing. Located in downtown Flint, the project is helping to bolster both market-rate and affordable housing opportunities near employment centers of the city.

The project includes 75 apartment homes, 18 townhomes, and 4,600 square feet of commercial space. The project is financed with low-income housing tax credits, a permanent loan from the MEDC Michigan Strategic Fund (MSF) and a philanthropic investment from our project partners, Uptown Reinvestment Corporation. PK has formed strategic partnerships in Flint with the Mott Foundation and the Uptown Reinvestment Corporation to make this development a reality. This project was completed by Flint's own DW Lurvey Construction. Project Cost: \$19.6 Million



BAILEY CENTER - East Lansing, Michigan



PK partnered with a nonprofit, Capital Area Housing Partnership, to redevelop the vacant and underutilized 1920-built Liberty Hyde Bailey School in East Lansing. The development includes 30 senior apartment homes, 25 of which are affordable, as well as a 7,700-square-foot daycare center, a community performance art space, and several commercial office spaces on the first floor.

The Bailey Center is financed in part by low-income housing tax credits and was made possible through strategic partnerships. Renovations of this building were completed in May of 2018 by PK Construction. Project Cost: \$8.9 Million



RAINER COURT - Detroit, Michigan



Rainer Court is a historically preserved and rehabilitated 36-unit apartment building located in Detroit's Midtown neighborhood and completed in 2015. The property was originally built in 1923, with 56 units. The property has been operating as an apartment complex since its original construction. The property includes approximately 1,800 square feet of garden-level retail space. The project was developed in coordination with Midtown Detroit Inc.

Rainer Court was the first of its kind for PK Construction, completed in 2015. The company's past had been in mostly moderate rehabs of rural properties, a historic rehab in Detroit's Midtown was different than the usual. Project Cost: \$6.5 Million



Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Bramblewood Apts	New Haven	Michigan	2001	Mod Rehab	RD/LIHTC	Senior	32	n/a
Brandonwood Apts	Albion	Indiana	2018	Acquisition	USDA RD	Multi-Family	17	n/a
Cambridge Court	Greenville	Michigan	2000	Mod Rehab	RD/LIHTC	Multi-Family	32	n/a
Carriage Town Square	Flint	Michigan	2020	Acquisition	LIHTC	Multi-Family	30	n/a
Center Street Apts	Hartford	Michigan	2019	Mod Rehab	RD/LIHTC	Multi-Family	32	n/a
Chapel Lane Apts	Ashley	Indiana	2018	Acquisition	USDA RD	Multi-Family	44	n/a
Cherrywood	West	Texas	2010	Mod Rehab	RD/LIHTC	Senior	44	n/a
Clinton West Apts	Stockbridge	Michigan	2006	Mod Rehab	RD/LIHTC	Senior	16	n/a
Copper Hills Apts	Houghton	Michigan	2015	Mod Rehab	RD/LIHTC	Multi-Family	56	n/a
Cottonwood	Taft	Texas	2013	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Country Meadows Apts	Markle	Indiana	2018	Acquisition	USDA RD	Multi-Family	16	n/a
Country Village Apts	Roscommon	Michigan	2018	Acquisition	LIHTC	Senior	40	n/a
Countrywood Apts	Reno	Texas	2012	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Courtwood Apts	Eagle Lake	Texas	2010	Mod Rehab	RD/LIHTC/Sec 8	Senior	50	n/a
Deer Creek Townhomes	Sturgis	Michigan	2018	Acquisition	LIHTC	Multi-Family	40	n/a
Diamond Place Apts I (LDHA)	Grand Rapids	Michigan	2016	New Construction	LIHTC	Multi-Family	123	n/a
Diamond Place Apts II (NMTC)	Grand Rapids	Michigan	2016	New Construction	Conventional/NMTC	Mixed Use	42	21,353
Drake Terrace Apts	Kendallville	Indiana	2018	Acquisition	USDA RD	Multi-Family	50	n/a
Drake Terrace Apts II	Kendallville	Indiana	2018	Acquisition	RD/LIHTC	Elderly	18	n/a
Drake Terrace Apts III	Kendallville	Indiana	2018	Acquisition	RD/LIHTC	Multi-Family	46	n/a
East Garden Apts	Archbold	Ohio	2018	Acquisition	RD/LIHTC	Multi-Family	49	n/a
Edgemont Colony	Edgerton	Ohio	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Elmwood Apts	Buffalo	Texas	2013	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Fawn Haven Apts	Butler	Indiana	2018	Acquisition	USDA RD	Multi-Family	26	n/a
Franklin Pointe Apts	Reed City	Michigan	2019	Mod Rehab	RD/LIHTC	Multi-Family	64	n/a
Golden Acres	Knox	Indiana	2018	Acquisition	USDA RD	Elderly	30	n/a
Hillwood Apts	Weimar	Texas	2019	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Holiday Hills	Cromwell	Indiana	2018	Acquisition	USDA RD	Multi-Family	20	n/a
Indian Terrace Apts I	Auburn	Indiana	2018	Acquisition	USDA RD	Multi-Family	32	n/a
Indian Terrace Apts II	Auburn	Indiana	2018	Acquisition	RD/LIHTC	Elderly	48	n/a
Knoll Creek Apts	Waterloo	Indiana	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Knollview Apts	Ovid	Michigan	2000	Mod Rehab	RD/LIHTC	Multi-Family	28	n/a
Lake Bei Der Bank	Topeka	Indiana	2018	Acquisition	USDA RD	Multi-Family	26	n/a
Lakeview	Manistique	Michigan	2008	Mod Rehab	RD/LIHTC	Multi-Family	40	n/a
Leo & Al Apts	Grand Rapids	Michigan	2018	New Construction	Conventional/LIHTC	Mixed Use	36	2,576



Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Units	Commercial Sq Ft
Maple Heights Apts	Saline	Michigan	2015	Mod Rehab	RD/LIHTC	Multi-Family	48	n/a
Mapleview Apts	Maple Rapids	Michigan	2000	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Martin House Manor	Ligonier	Indiana	2018	Acquisition	USDA RD	Multi-Family	28	n/a
Martin House Manor II	Ligonier	Indiana	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Mayville Apts	Mayville	Michigan	2007	Mod Rehab	RD/LIHTC	Multi-Family	20	n/a
McNair Manor	Batesville	Indiana	2018	Acquisition	USDA RD	Multi-Family	46	n/a
Milford Meadows	Milford	Indiana	2018	Acquisition	USDA RD	Multi-Family	14	n/a
Mill Pond Family	Brooklyn	Michigan	2018	Acquisition	USDA RD	Multi-Family	36	n/a
Mill Pond Senior	Brooklyn	Michigan	2018	Acquisition	USDA RD	Elderly	12	n/a
North Court	Frisco	Texas	2016	New Construction	Conventional/LIHTC	Multi-Family	134	n/a
North Garden Place Apts	Antwerp	Ohio	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Northwood Apts	Navasota	Texas	2012	Mod Rehab	RD/LIHTC	Multi-Family	48	n/a
Oakview Apts	Delta	Ohio	2018	Acquisition	USDA RD	Multi-Family	38	n/a
Oakwood Apts	Madisonville	Texas	2012	Mod Rehab	RD/LIHTC	Multi-Family	36	n/a
Orland Manor	Orland	Indiana	2018	Acquisition	USDA RD	Multi-Family	12	n/a
Oxford Heights Apts	Greenville	Ohio	2018	Acquisition	USDA RD	Elderly	24	n/a
Park Terrace Heights	Columbia City	Indiana	2018	Acquisition	USDA RD	Multi-Family	40	n/a
Park Terrace Heights II	Columbia City	Indiana	2018	Acquisition	USDA RD	Multi-Family	56	n/a
Perry Acres	New Haven	Michigan	2003	Mod Rehab	RD/LIHTC/Sec 8	Multi-Family	24	n/a
PK Villas	20 Cities	3 States	2018	Acquisition	Conventional	Multi-Family	415	n/a
Rainer Court Apts	Detroit	Michigan	2014	Substantial Rehab	Conventional/Historic	Multi-Family	36	1,800
Redkey Apts	Redkey	Indiana	2018	Acquisition	USDA RD	Multi-Family	16	n/a
Rivercrest Apts	Croswell	Michigan	2007	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Rock Creek Manor	St. Charles	Michigan	2006	Mod Rehab	RD/LIHTC	Multi-Family	56	n/a
Rolling Brook	Algonac	Michigan	2011	Mod Rehab	RD/LIHTC	Senior	74	n/a
Rosebush Estates	Rosebush	Michigan	2001	Mod Rehab	RD/LIHTC	Multi-Family	20	n/a
Sandhill Manor	Houghton Lake	Michigan	2002	Mod Rehab	RD/LIHTC/Sec 8	Multi-Family	60	n/a
Selden Apts	Detroit	Michigan	2017	Mod Rehab	Conventional	Multi-Family	49	n/a
Skyline Village	Markle	Indiana	2018	Acquisition	USDA RD	Multi-Family	48	n/a
South Park	Shirley	Indiana	2018	Acquisition	USDA RD	Multi-Family	19	n/a
Southwood Apts	Shepherd	Texas	2012	Mod Rehab	RD/LIHTC	Multi-Family	48	n/a
St. Charles Apts	Fremont	Indiana	2018	Acquisition	RD/LIHTC	Multi-Family	20	n/a
Sulky Downs	Shipshewana	Indiana	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Surrey Lane Apts	Greenville	Ohio	2018	Acquisition	USDA RD	Multi-Family	36	n/a
Sunrise Apts	Lynn	Indiana	2018	Acquisition	USDA RD	Multi-Family	28	n/a



Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Waterloo Apts	Waterloo	Indiana	2018	Acquisition	USDA RD	Multi-Family	12	n/a
West Elm Apts	Wauseon	Ohio	2018	Acquisition	USDA RD	Multi-Family	100	n/a
West Family Apts	West	Texas	2011	Acquisition	USDA RD	Multi-Family	32	n/a
West Unity Apts	West Unity	Ohio	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Westbury Apts	Wayland	Michigan	2000	Mod Rehab	RD/LIHTC	Multi-Family	32	n/a
Westwind Apts	Redkey	Indiana	2018	Acquisition	USDA RD	Multi-Family	16	n/a
Whispering Winds Apts	West Unity	Ohio	2018	Acquisition	USDA RD	Multi-Family	16	n/a
Wildwood Manor	Ironwood	Michigan	2006	Mod Rehab	RD/LIHTC	Senior	24	n/a
Woodbrook Apts	Three Rivers	Michigan	2002	Mod Rehab	RD/LIHTC	Senior	32	n/a
Woodland Glen Apts	Grabill	Indiana	2018	Acquisition	USDA RD	Multi-Family	32	n/a
Yale Apts	Yale	Michigan	2007	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
						85	3,276	25,729
						Total Operational Properties	Total Residential Units	Total Commercial Sq Ft

Development Properties Owned & Managed

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Arbor Glen Apts	St. Charles	Michigan	2020	Mod Rehab	RD/LIHTC	Multi-Family	48	n/a
Belknap Place Apts	Grand Rapids	Michigan	2021	New Construction	LIHTC	Multi-Family	50	n/a
Cherry Hill Apts	Lansing	Michigan	2016	Conventional	Conventional	Multi-Family	33	n/a
Clairewood Apts	St. Claire	Michigan	2020	Mod Rehab	USDA RD	Multi-Family	47	n/a
Creekside	Ravenna	Michigan	2020	Mod Rehab	RD/LIHTC	Multi-Family	32	n/a
Grayling Pines Apts	Grayling	Michigan	2020	New Construction	RD/LIHTC	Multi-Family	24	n/a
Lakewood Apts	Stockbridge	Michigan	2020	Mod Rehab	RD/LIHTC	Multi-Family	32	n/a
Marketplace Apts	Flint	Michigan	2019	New Construction	LIHTC	Mixed Use	92	4,500
Pine Bluff Apts	Kingsford	Michigan	2020	Acquisition	RD/LIHTC	Multi-Family	56	n/a
Plato's Cave Apts	Branson	Missouri	2018	Adaptive Reuse	Conv/Workforce	Multi-Family	342	n/a
Plato's Sheffield Apts	Sheffield	Alabama	2020	Adaptive Reuse	Conv/Workforce	Multi-Family	150	n/a
Sable Pointe Apts	New Era	Michigan	2020	Adaptive Reuse	RD/LIHTC	Multi-Family	20	n/a
Sterling Heights	Sterling Heights	Michigan	2021	Adaptive Reuse	Conv/Workforce	Multi-Family	213	n/a
Village Apts	Bellaire	Michigan	2020	Mod Rehab	RD/LIHTC	Multi-Family	44	n/a
Whispering Pines Apts	Grayling	Michigan	2020	New Construction	RD/LIHTC	Senior	24	n/a



Property Name	City	State	Year Acquired			Property Use	Units	Commercia Sq Ft
Willow Creek	Escanaba	Michigan	2020	Acquisition	RD/LIHTC	Senior	56	n/a
Passive Properties Ow.	ned Not Man	aaed				18 Total Development Properties	1,263 Total Residential Units	4,500 Total Commercia Sq Ft
Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercia Sq Ft
Bailey Center	East Lansing	Michigan	2016	Adaptive Reuse	LIHTC	Senior/Mixed Use	30	9,080
Columbus Gardens	Columbus	Mississippi	2015	Conventional	Conventional	Senior	24	n/a
Cottonland Village	Monroe	Louisiana	2015	Conventional	Conventional	Multi-Family	40	n/a
Meadowbrook	Escanaba	Michigan	2005	New Construction	RD/LIHTC	Senior	32	n/a
Riverland	Reedley	California	2014	Mod Rehab	USDA RD	Multi-Family	76	n/a
Tehachapi Senior II Apts	Tehachapi	California	2016	Mod Rehab	USDA RD	Multi-Family	44	n/a
Willow Grove Townhomes	Escanaba	Michigan	2005	New Construction	LIHTC	Multi-Family	48	n/a
						7	294	9,080
						Total Passive Properties	Total Residential Units	Total Commercia Sq Ft
						110	4,833	39,309
						Total Real Estate Owned	Total	Total Commercia Sq Ft
Fee Managed Properti	es City	State	Year	Development Type	Financing Program	Property Use	Residential	Commercia
Dronorty Name		State		Development Type	rmancing Program	Property use	Units	Sq Ft
Property Name	City	- 000	Acquired				Offics	34 FL
Property Name Abbott Parkside Apts	East Lansing	Michigan	N/A	Fee Manage	Conventional	Senior	62	n/a
		- 000			Conventional USDA RD	Senior Multi-Family		



Jasper Manor

Jasper

Fee Manage

USDA RD

Senior

36

n/a

N/A

Texas

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Live Oak Manor	Three Rivers	Texas	N/A	Fee Manage	USDA RD	Senior	36	n/a
Mill Pond Apts	Buchanan	Michigan	N/A	Fee Manage	LIHTC/Sec 8	Multi-Family	50	n/a
Navasota Manor	Navasota	Texas	N/A	Fee Manage	USDA RD	Senior	40	n/a
Shire Crest Acres Apts	West Unity	Ohio	N/A	Fee Manage	USDA RD	Multi-Family	24	n/a
Taft Terrace	Taft	Texas	N/A	Fee Manage	USDA RD	Multi-Family	32	n/a
Terracewood Apts	Woodville	Texas	N/A	Fee Manage	USDA RD	Senior	40	n/a
Trinity Buena Vista Homes	Saginaw	Michigan	N/A	Fee Manage	LIHTC	Multi-Family	12	n/a
West Columbia Manor	West Columbia	Texas	N/A	Fee Manage	USDA RD	Multi-Family	24	n/a
						14	432	0
						Total Fee Managed Properties	Total Residential Units	Total Commercial Sq Ft
						124	5,265	39,309
						Total Real Estate Owned & Managed	Total Residential Units	Total Commercial Sq Ft







Navasota Manor Apartments – Narrative Description

Navasota Manor Apartments is a elderly apartment community that consists of a 40-unit family development. The property is located at 1015 Church Street, Navasota, TX 77868. Navasota Manor Apartments consists of 4 two-bedroom apartments and 36 one-bedroom apartments.

Navasota Manor Apartments is operated under the auspices of U.S.D.A. Rural Development and has 39 rental assistance units where residents pay 30% of their income for rent minus a utility allowance. The heat, hot and cold water, sewage and trash removal is included in the basic rental rate.

The scope of work is anticipated to be \$45,000/unit for construction hard costs with a total development budget, including anticipated acquisition and soft costs, of \$120,000/unit. This will include re-shingling the roof, adding vinyl siding, replacing entry light fixtures, repairing sidewalks and the parking lot for the exterior. The existing maintenance and leasing office and community room will receive improvements, while other interior improvements will include hot water heaters, appliances, cabinets, plumbing and electrical fixtures, interior doors and hardware, carpet, vinyl, and paint. All ADA and 504 issues will be resolved. HVAC systems will also be replaced. Essentially, the Navasota Manor Apartments will be refurbished to like new condition.

There will be three sources of funding to finance this development. The assumption of the existing RD 515 Loan, a subsequent RD 538 loan, and LIHTC Equity.



REQUEST FOR CITY COUNCIL AGENDA ITEM #7

Agenda Date Requested: February 12, 2024	Appropriation		
Requested By: _Lupe Diosdado, Director	Source of Funds:	N/A	
Department: Development Services	Account Number:	N/A	
	Amount Budgeted:	N/A	
·	Amount Requested:	N/A	
Exhibits: List of received sealed bids, Copy of the lotice to Bidders, & List of City owned properties	Budgeted Item:	○ Yes	

AGENDA ITEM #7

Consideration and possible action awarding of sealed bids for the sale of City owned property.

SUMMARY & RECOMMENDATION

On November 27, 2023, City Council authorized City staff to proceed with the sale of City owned properties via the sealed bid method.

On January 10, 2024, the City of Navasota released a notice to potential bidders for the sale of City owned properties. Attached for City Council consideration and awarding are the submitted bids opened after 3:00pm on January 31, 2024. Also, a copy of the notice to bidders is attached for reference.

Staff recommends awarding the following bids:

R20706	\$63,000.00	Norma Alvarado	402 Lincoln St
R24889	\$26,000.00	Norma Alvarado	416 Baker St
R26434	\$51,000.00	Ernest & Barbara M	IcCraw Schumacher/Jones St
R20949	\$17,000.00	Jonathan Vacante	Davis St

The total amount of revenue from the submitted bids is \$157,000.

0.17.0	
	2/5/24 Date

Take action and award sale of city owned properties to sealed bidders.

NOTICE TO BIDDERS

Notice is hereby given that the City of Navasota ("City") will be accepting sealed bids for the following real properties owned by the City:

Property:

1) North Jones Ave; MCNAIR, BLOCK 25, LOT 1 THRU 5. - R26434

The minimum acceptable purchase price bid for the Properties is \$40,875. Bids that are less than the minimum purchase price bid shall be rejected as non-responsive.

2) 416 Baker Street; H & D, BLOCK 10, LOT 4,5. - R24889

The minimum acceptable purchase price bid for the Properties is \$20,875. Bids that are less than the minimum purchase price bid shall be rejected as non-responsive.

3) 402 Lincoln Street; CAMP CANAAN, BLOCK 11, LOT 1,2. - R20706

The minimum acceptable purchase price bid for the Properties is \$55,875. Bids that are less than the minimum purchase price bid shall be rejected as non-responsive.

4) Davis Street; CAMP IM, BLOCK 42, LOT 7,8,9,10. - R20949

The minimum acceptable purchase price bid for the Properties is \$15,875. Bids that are less than the minimum purchase price bid shall be rejected as non-responsive. To develop the property, the Davis Street pavement must be extended at the expense of the property owner.

 Roosevelt Street; Washington Park (24) Lot Package - R30431, R30424, R30434, R30404, R30397, R30408, R30396, R30402, R30409, R30395, R30410, R30400, R30399

The minimum acceptable purchase price bid for the Properties is \$113,500. Bids that are less than the minimum purchase price bid shall be rejected as non-responsive. To develop the property, the Roosevelt Street pavement and applicable utilities must be extended at the expense of the property owner.

All bids must be submitted in a sealed envelope or other sealed container, with the submitter's name, mailing address, daytime phone number and the Property that the bid is for, written on the front of the envelope. The outside of such sealed envelope or sealed container must clearly and conspicuously state the words "Sale of City Property" in large letters. The purchase price must be paid to the City at the closing of the sale of the Property, in cash. City will not finance any portion of the purchase price.

Bidders are advised that if they have questions, they may contact Lupe Diosdado, Development Services Director at City Hall, 200 East McAlpine Street., Navasota, Texas 77868 or by telephone at (936) 825-6475 and email at development@navasotatx.gov. Bids can be mailed, or hand delivered. All bids must be received no later than 3:00 p.m., Central Time, on January 31, 2024 ("Bid Deadline") at the City Offices, located at City Hall, 200 East McAlpine St., Navasota, Texas. <u>Bids received after the Bid Deadline</u> will be returned to the offeror unopened.

Bids can be mailed to: City of Navasota

P.O. Box 910

Navasota, Texas 77868

Or hand-delivered to: City of Navasota

200 E. McAlpine St. Navasota, Texas 77868

All bid offers made will be held confidential until the Bid Deadline at 3:00 p.m., Central Time, on **January 31, 2024**, at which point all bids will be opened and will become public records subject to the Texas Public Information Act. It is anticipated that the City Council will determine the successful bidder at the City Council meeting to be held at 6:00 p.m., Central Time, on **February 12, 2024**.

The City reserves the right to waive any informalities or to reject any and all bids. The City is not required to accept any bid or offer.

The property will be sold subject to the following conditions:

- 1. The Property will be sold to the highest bidder or to the bidder that submits the bid deemed by the City Council to provide the best value to the City, provided that the bid meets or exceeds the applicable minimum purchase price bid requirement.
- 2. In the event two or more identical high bids are submitted for the Property, the winning bid will be awarded based on bid submittal time and date; that is, the earliest high identical bid will be the successful bid.
- 3. The City and the successful bidder will enter into an earnest money contract (using the City's form) for the purchase of the Property within ten (10) business days of award notification from the City. If said earnest money contract is not entered into by the successful bidder within said ten (10) business day time period, the award of the bid will expire and be of no effect. City and bidder/purchaser shall pay transaction costs related to the sale/purchase of the property at closing as is customary in Grimes County, Texas.
- 4. Failure of the successful bidder to timely enter into said earnest money contract or bidder's rejection of Property will result in the sale of the Property being awarded to the next highest bidder or to the next bidder that submits the bid deemed by the City Council to provide the next best value to the City. In the event there is no "next highest bidder," then the award will be deemed to have expired automatically and be of no effect, and City may sell the Property at a later date.

- 5. The Property is offered for sale "AS IS, WITH ALL FAULTS." City makes no representations or warranties whatsoever, express or implied, except as may be otherwise expressly set forth in the sale documents, nor is any employee or agent of City authorized to make any representation or warranty of any kind with respect to the Property, including without limitation, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history, projections, valuation, marketability, suitability for a particular purpose, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. In no event is City responsible or liable for latent or patent defects or faults, if any, in the Property, or for remedying or repairing same, including, but not limited to, defects relating to asbestos or asbestos containing materials, underground storage tanks or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, water wells, septic tank systems, utilities or any improvements located on the Property or shown on any plat of the Property. Bidders are put on notice that any prior grant and/or encumbrance affecting the Property may be of record in the Official Records of Grimes County, Texas, and bidders are encouraged to examine all public records affecting the Property. The provisions of this paragraph survive closing of any sale/purchase of the Property.
- 6. The City shall reserve the Mineral Estate owned by City. "Mineral Estate" means all oil, gas, and other minerals, in, on or under the Property, any royalty under any existing or future lease covering any part of the Property, surface rights (including rights of ingress and egress), production and drilling rights, lease payments, and all related benefits and mineral interests. No mineral interests shall convey to successful bidder/purchaser.

Property ID	Bio	d Amount	Notes	Bidder	Property Address
R20706	\$	63,000.00	Highest	Norma Alvarado	402 Lincoln St
R20706	\$	60,100.00	Lowest	Francisco Ortiz	402 Lincoln St
R24889	\$	26,000.00	Highest	Norma Alvarado	416 Baker St
R24889	\$	25,000.00	Lowest	Francisco & Celinda Ortiz	416 Baker St
R26434	\$	51,000.00	Only Bidder	Ernest & Barbara McCraw	Schumacher/Jones St
R20949	\$	17,000.00	Only Bidder	Jonathan Vacante	Davis St

North Jones Ave; Third Party Appraisal – Minimum Bid

MCNAIR, BLOCK 25, LOT 1 THRU 5. - R26434

The minimum acceptable purchase price bid for the Properties is **\$40,875**. Bids that are less than the minimum purchase price bid shall be rejected as non-responsive.



416 Baker Street; Third Party Appraisal - Minimum Bid

H & D, BLOCK 10, LOT 4,5. - R24889

The minimum acceptable purchase price bid for the Properties is **\$20,875**. Bids that are less than the minimum purchase price bid shall be rejected as non-responsive.



402 Lincoln Street; Third Party Appraisal - Minimum Bid

CAMP CANAAN, BLOCK 11, LOT 1,2. - R20706

The minimum acceptable purchase price bid for the Properties is \$55,875. Bids that are less than the minimum purchase price bid shall be rejected as non-responsive.



Davis Street; Third Party Appraisal – Minimum Bid

CAMP IM, BLOCK 42, LOT 7,8,9,10. - R20949

The minimum acceptable purchase price bid for the Properties is \$15,875. Bids that are less than the minimum purchase price bid shall be rejected as non-responsive. To develop the property, the Davis Street pavement must be extended at the expense of the property owner.



Roosevelt Street; Grimes County Appraisal District – Minimum Bid

WASHINGTON PARK, BLOCK D, LOT 17 - R30431 - \$5,000

WASHINGTON PARK, BLOCK D, LOT 6 (W/30'),7 - R30424 - \$8,000

WASHINGTON PARK, BLOCK D, LOT 22 (E/2),23,24 - R30434 - \$11,500

WASHINGTON PARK, BLOCK B, LOT 10,11 - R30404 - \$10,000

WASHINGTON PARK, BLOCK A, LOT 9,10,11 - R30397 - \$15,000

WASHINGTON PARK, BLOCK B, Lot 17 - R30408 - \$5,000

WASHINGTON PARK, BLOCK A, LOT 7,8 - R30396 - \$10,000

WASHINGTON PARK, BLOCK B, LOT 6,7 - R30402 - \$10,000

WASHINGTON PARK, BLOCK B, LOT 18,19,20 - R30409 - \$15,000

WASHINGTON PARK, BLOCK A, LOT 6 - R30395 - \$5,000

WASHINGTON PARK, BLOCK B, LOT 21 - R30410 - \$5,000

WASHINGTON PARK, BLOCK B, LOT 2,3 - R30400 - \$10,000

WASHINGTON PARK, BLOCK B, LOT 1 - R30399 - \$4,000

All the Washington Park listed properties must be purchased together, the total minimum bid is \$113,500. To develop the properties, the Roosevelt Street pavement and utilities must be extended along the right of way at the expense of the property owner.





REQUEST FOR CITY COUNCIL AGENDA ITEM #8

Agenda Date Requested: February 12, 2024	Appropriation		
Requested By: Jon MacKay, Grad. Engineer	Source of Funds:	300 – Gas Fund	
Department: Public Works	Account Number:	300-513-910.00	
Report	Amount Budgeted:	\$1,300,000	
	Amount Requested:	\$38,490.00	
Exhibits: Change Order Number 1	'		

AGENDA ITEM #8

Budgeted Item:

Yes

No.

Consideration and possible action to approve Change Order Number 1 for the Pecan Lakes Natural Gas Line Extension project in the amount of \$38,490.00.

SUMMARY & RECOMMENDATION

In December of 2023, the City Council awarded a construction project to LDC to upgrade natural gas infrastructure along the west side of Navasota. The bids received were well under budget. City staff have worked with the consulting engineering team and the contractor and found two large improvements to the project at a small cost that were removed during design due to budget concerns. Also, this includes three small changes related to conditions found in the field along Fairway Drive:

- 1a) \$9,300 to tie the new regulator station by the VFW into to the nearby existing natural gas line – This creates a redundant gas feed both back East and to the West.
- 1b) \$19,900 to extend the 4" gas line further down Fairway Drive. As bid, the natural gas extension stopped at St Andrews, but with this extension, it has continued to Masters Drive, creating two paths into Pecan Lakes along that road.
- 1c) \$1,800 for an extra natural gas service along Fairway Drive that wasn't shown on the plans.
- 1d) \$4,290 because of FAA regulations that will make the bore along Hwy 105 more difficult by the airport.

1e) \$3,200 for extra work necessary to make the Fairway Drive tie in before completing the Pecan Lakes tie in.				
Overall, this change order brings the contract value up to \$817,190.00, a 5% increase that still leaves us over \$270,000 under budget.				
ACTION REQUIRED BY CITY COUNCIL				
Approve Change Order Number 1 for the Pecan Lakes Natural Gas Line Extension project in the amount of \$38,490.00.				

Jason B. Weeks, City Manager	Date
Jason Weeks	2/5/24

Approved for the City Council meeting agenda.

(P) 979.836.7937 www.strand.com



January 22, 2024

CHANGE ORDER NO. 1

PROJECT: Pecan Lakes Gas Line Extension

OWNER: City of Navasota, Texas

CONTRACT: 1-2023 CONTRACTOR: LDC, LLC

Description of Change

1a	Tie into the existing 4-inch gas line near the proposed gas regulator station on the low-pressure side. Installation will require a tee, valve, and fittings.	ADD	\$9,300.00
1b	Continue the gas line south along Fairway Drive and tie into the existing 2-inch gas line on Masters Drive.	ADD	\$19,900.00
1c	Install new tap, tee, and service connections and abandon the existing tap on Fairway Drive.	ADD	\$1,800.00
1d	Bore 715 feet at the Navasota Municipal Airport.	ADD	\$4,290.00
le	Add a temporary tie-in to the existing 4-inch gas line at the intersection of Fairway Drive and TX-105 and crossover piping to the new 4-inch gas line on Fairway Drive.	ADD	\$3,200.00
TOTAL	VALUE OF THIS CHANGE ORDER:	ADD	\$38,490.00

Contract Price Adjustment

Original Contract Price	\$778,700.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$38,490.00
Current Contract Price including this Change Order	\$817,190.00

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	September 13, 2024
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	September 13, 2024

TBPE No. F-8405 TBPLS No. 10030000

Strand Associates, Inc.®

City of Navasota-LDC, LLC Contract 1-2023, Change Order No. 1 Page 2 January 22, 2024

This document shall become a supplement to the Contract and all provisions will apply hereto.

Moch Robbin ENGINEER-Strand Associates, Inc.®	1/22/24 Date
APPROVED Contractor-LDC, LLC	1/23/24 Date
APPROVED	
OWNER-City of Navasota, Texas	Date



REQUEST FOR CITY COUNCIL AGENDA ITEM #9

Agenda Date Requested: February 12, 2024			
Requested By: Susie Homeyer, City Secretary			
Department: Administration			

Exhibits: Election Cost Estimate & Resolution

No. 759-24

Appropriation			
Source of Funds:	General Fund		
Account Number:	100-582-620.01		
Amount Budgeted:	\$9,000		
Amount Requested:	\$4,700		
Budgeted Item:	• Yes O No		

AGENDA ITEM #9

Consideration and possible action on Resolution No. 759-24, approving 2024 Joint Election Contract between the City of Navasota, Texas, Grimes County, Texas and Navasota Independent School District.

Consideracion, presentación, discusión, y posible acción sobre la Resolución No. 760-24, que aprueba un contrato electoral conjunto entre la Ciudad de Navasota, el Condado de Grimes y el Distrito Escolar Independiente de Navasota.

SUMMARY & RECOMMENDATION

According to the Texas Election Code, Section 61.012(c), school districts must conduct a joint election with municipalities. The City of Navasota began this process in 2006 and the process has worked very well. The City and Navasota I.S.D. recommend contracting the Election Administrator for Grimes County in accordance with the Election Code, Section 31.091. The City has a mutual agreement with the County on the free use of election equipment and in turn the City allows the County to use the Navasota Center free of change for their event needs. Although a resident may vote at any poll that is open in Grimes County, the two main voting places will be the Navasota Center located at 101 Stadium Drive and the Grimes County Courthouse located at 100 S. Main in Anderson, Texas. Staff has estimated the cost of the election in May 2024 to be \$4,700, but has budgeted \$9,000 in the event the

Navasota Independent School District.		
Approved for the City Council meeting agenda.		
Jason Weeks	2/9/24	
Jason B. Weeks, City Manager	Date	

Approve or deny Resolution No. 759-24, approving the 2024 Joint Election Contract between the City of Navasota, Texas, Grimes County, Texas and

RESOLUTION NO. 759-24

RESOLUTION APPROVING 2024 JOINT ELECTION CONTRACT BETWEEN CITY OF NAVASOTA, TEXAS, GRIMES COUNTY, TEXAS AND NAVASOTA INDEPENDENT SCHOOL DISTRICT.

WHEREAS, the City of Navasota, Texas, the Navasota Independent School District and the County of Grimes, Texas, desire to enter into a 2024 Joint Election Contract with Rachel Walker, as the Grimes County Election Administrator.

AND WHEREAS, the City Council Navasota, Texas desires to give authorization for said contract, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein for all purposes;

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

Said City Council authorizes the 2024 Joint Contract by and among the City of Navasota, Texas, Navasota Independent School District and Rachel Walker, Grimes County Election Administrator of Grimes County, Texas, for the conduct and supervision of the Joint Election on May 4, 2024, said contract attached hereto as **Exhibit "A"** and incorporated herein for all purposes.

PASSED AND APPROVED THIS THE 12TH DAY OF FEBRUARY, 2024.

_	BERT MILLER, MAYOR
ATTEST:	
A112311	
	_
SUSIE M. HOMEYER, CITY SECRETARY	

"EXHIBIT A"



JOINT ELECTION AGREEMENT FOR GENERAL ELECTION for LOCAL SUBDIVISIONS (including SCHOOLS)

This contract is made and entered into this the	day of	, 20,	by and	between	the City o	f Navasota,
hereinafter referred to as "the Entity," and Rachel	Walker Election	Administrator of	Grimes	County,	Texas. All	contracting
entities agree that elections referenced in this contr	ract include elect	ions scheduled for	May 4,	2024 , a	s well as a	ny resulting
runoffs. All election date references include early vo	ting dates.					

For the purpose of the above-mentioned Joint Election Agreement, the Entity agrees to utilize Early Voting and Election Day voting locations identified by Grimes County and the Elections department.

Now, therefore it is agreed that a joint election will be held by the Entity and Grimes County under the following terms and conditions:

- 1) The Entity will contract with the Elections Administrator of Grimes County ("the Contracting Officer") to perform various responsibilities for voters residing in Grimes County to include election staffing for Early Voting, Election Day, Tabulation, and Ballot related duties in connection with the election on behalf of each of the entities participating in the election ("the Entities").
- 2) Except as provided herein, each Entity agrees to share the cost of the election based on the percentage of registered voters within their district or city limits. Including, but not limited to, Early Voting and Election Day polling locations, to include staffing, supplies, equipment, and other related cost as well as the expense of ballot production, programming, shipment, and equipment predefinition. The parties agree that, in exchange for the Entity providing the Navasota Center located at 101 Stadium Drive, Navasota, Texas as a location for voting, the Entity will not be charged a rental fee by the Contracting Officer for the use of voting machines.
- 3) The Entity agrees that the Elections Administrator is the responsible party for determining election staff, polling locations, and possible consolidation of said polling locations for the Joint Election being held.
- 4) If one of the Entities cancel its election, the remaining Entities holding an election will be responsible for all election costs incurred in the Joint Election.
- 5) The Entity will identify a person(s) (limit of 2) to be the point of contact for the Contracting Officer. This person(s) will address concerns, follow up and questions from/for the Contracting Officer. Said person(s) will also serve as the point of contact to receive and then distribute the Joint Election results on Election Day. The Entity agrees that no other staff members will be given results or directed questions.

The Contracting Officer shall be responsible for performing the following duties in relation to the Joint Election for Local Subdivisions:

- 1) Contact owners or custodians of designated polling locations to arrange use in the Joint Election.
- 2) Procure and distribute all necessary election supplies: required documents, maps, supplies needed to operate the election, equipment, signs, and ballots.
- 3) Procure and prepare all necessary equipment for the election including:
 - Know Ink iPad for Voter Check In,
 - Verity Duo: Voting Booth & Ballot Scanner, and
 - Controller: Election Judges operating booth.
- 4) Serve as the early voting clerk, and provide deputy voting clerks to assist with early voting.
- 5) Arrange, notify, and host training classes for all election staff working in said Joint Election.
- 6) Arrange for use of Central Counting Station, Early Voting Ballot Board, including the Ballot By Mail team.
- 7) Publish all required notices of Logic and Accuracy Testing and Election notices, as required by the Secretary of State posted guidelines.

8) Assist in the general supervision of the election and provide advisory services as requested by the Entity.

Whereas, upon agreement of the above stated terms of the contract for the Joint Election the Entity, agrees to the following conditions regarding election costs and billing:

- 1) The Entity agrees to provide payment in full, upon receipt of the final invoice and cost breakdown within 90 days of receipt.
- 2) The Entity agrees to receive the receipt and any additional cost evidence via email statement at the email address provided to the Contracting Officer by the entity.
- 3) The Entity agrees that contract costs will include a 10% administrative fee to be paid directly to Grimes County-Elections Administration for administration and oversight of the Joint Election.
- 4) Should the Entity request an early voting location that is not a regularly used location for early voting purposes, the Entity agrees to pay for all staffing and rental costs for the early voting period unless otherwise agreed on by the Contracting Officer.

The Contracting Officer agrees to provide the following:

- 1) Immediate notice to all parties involved should any change in costs result in a higher rate of 5% or more of all costs related to the elections being held in the current contract year.
- 2) Notice of Ballot drafts- schedule and review ballot drafts prior to ballot printing or programming with each entity participating in the joint election. (Said review may occur via electronic correspondence or, at the request of the entity, in person.)

In the event of an emergency or severe circumstance such as a natural disaster, weather related emergencies, pandemic or health related occurrences that could affect Grimes County, its voters, and employees- Grimes County reserves the right to terminate the participation of its personnel in the election. In such case, the County will provide all the necessary tools, equipment, and materials for the Entity to host an election, but will not be responsible for staffing or administering said election. Any such determination will be made by the Contracting Officer, in its sole discretion, with the input of the Texas Secretary of State.

The parties hereto acknowledge that the Contracting Officer may enter a separate elections' services contract with another political subdivision for any election conducted on the same day.

APPROVED by the following parties, also identified as the participants of said election:

	Rachallactor
Signature	Signature
Date	Date
Political Subdivision	Grimes County Elections Administrator

COST ESTIMATE FOR ELECTION SERVICES

Date: 1/20/2024

Election Name: MAY 4, 2024 CITY & SCHOOL ELECTION

Entity Name: CITY OF NAVASOTA

TOTAL REGISTERED VOTERS		4472	
COST SHARE	18.40%		
Ballot Programming & Printing	\$	1,500.00	
Logic & Accuracy Ballot Service	\$	128.80	
Election Kits / Forms	\$	91.08	
Mileage	\$	184.00	
Sample Ballots	\$	92.00	
Equipment Rental	\$	0.00	
Poll Worker Election Staff	\$	2,024.03	
Support Staff	\$	262.39	
Central Count / Ballot Board Staff	\$	42.32	
Ballot By Mail Staff	\$	29.62	
Postage	\$	46.00	
Hotspots	\$	29.44	
Legal Notices / Advertisments	\$	184.00	
Shipping and Handling	\$	46.00	



Pachalla

Grimes County Election Administrator

TOTAL \$ 4,659.70



REQUEST FOR CITY COUNCIL AGENDA ITEM #10

Agenda Date Requested: February 12, 2024	2024 Appropriation					
Requested By: Susie Homeyer, City Secretary	Source of Funds: NA					
Department: Administration	Account Number: NA					
Report Resolution Ordinance	Amount Budgeted: NA					
G. Hopolit G. Hossiation G. Cramanos	Amount Requested: NA					
Exhibits: Election Order						
	Budgeted Item: Yes No					
AGENDA ITEM #10						
• • • • • • • • • • • • • • • • • • • •	Consideration and possible action on approval of the order of election for the May 4, 2024, general election to elect three City Councilmembers to Positions 1, 2 and 3 on the Navasota City Council.					
Consideración y posible acción sobre la aprobación del orden de elección para las elecciones generales del 4 de mayo de 2024 para elegir a tres concejales para los puestos 1, 2 y 3 en el Concejo Municipal de Navasota.						
SUMMARY & RECOMMENDATION						
State of Texas law states that an election ordered by an authority of a political subdivision shall be ordered no later than the 78 th day before election day for an election to be held on a uniform election date. The period of January 22, 2024, through February 16, 2024, is the required period for ordering the election.						
ACTION REQUIRED	BY CITY COUNCIL					
Approve or deny the Order of Election for the May 4, 2024, general election to elect three City Councilmembers to Positions 1, 2 and 3 on the Navasota City Council.						
Aprobar o denegar el Orden de Elección para las elecciones generales del 4 de mayo de 2024 para elegir a tres Concejales para los Puestos 1, 2 y 3 en el Concejo Municipal de Navasota.						
Approved for the City Council meeting agenda.						

Jason B. Weeks, City Manager	Date		
Jason Weeks	2/9/24		

ORDER OF GENERAL ELECTION FOR MUNICIPALITIES ORDEN DE ELECCIÓN GENERAL PARA MUNICIPOS

An election is hereby ordered to be held on (Por la presente se ordena celebrar una elección el	
List Offices/Propositions/Measures on the ballot (Enúmer	re los puestos/proposiciones/medidas oficiales en la boleta)
(La votación adelantada en persona s	e will be conducted each weekday at: se llevará a cabo de lunes a viernes en:) itio principal de votación adelantada) Hours (horas)
·	cursal sitios de votación adelantada) Hours (horas)
Location (only)	Trodic (norde)
Farly voting by personal appearance	e will be conducted each weekend at:
(La votación adelantada en persona se	e llevará a cabo en el fin de semana en:) itio principal de votación adelantada) Hours (horas)
Branch Early Voting Locations (succeeds)	cursal sitios de votación adelantada) Hours (horas)

(Las solicitudes		ballot by mail sh votarán adelant	all be mailed to: ada por correo deber	án enviarse a:)
	Early Voting Clerk del Secretario/a de	la Votación Adel	antada)	
Address	(Dirección)			
City (Ciud	dad) Zi	p Code <i>(Código F</i>	Postal)	
Telephon	ne Number (Número	de teléfono)		
Email Ad	dress (Dirección de	Correo Electróni	co)	
Early Vo	ting Clerk's Website	e (Sitio web del S	ecretario/a de Votacio	ón Adelantada)
Applications for Ballots (Las solicitudes para la de las horas de negocia / / / (date)(fecha) Federal Post Card Apple (La Tarjeta Federal Podicial Podicia	poletas que se vota io el:) —· plications (FPCAs) n estal de Solicitud del	<i>rán adelantada p</i> nust be received	or correo deberán re	cibirse no más tardar e of business on:
Issued this (day)	day of(month)	(year)	20	
(Emitida este día	de(día) ((mes)	, 20) (año)	
	Signature	of Mayor (Firma c	lel Alcalde)	
Signature of Councilpe (Firma del Concejal)	rson		Signature of Councilp (Firma del Concejal)	person
Signature of Councilpe (Firma del Concejal)	rson		Signature of Councilp (Firma del Concejal)	person
Signature of Councilpe (Firma del Concejal)	rson		Signature of Councilp (Firma del Concejal)	person
Signature of Councilpe (Firma del Concejal)	rson		Signature of Councilp (Firma del Concejal)	person
Signature of Councilpe (Firma del Concejal)	rson		Signature of Councilp (Firma del Concejal)	person

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day. Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.



REQUEST FOR CITY COUNCIL AGENDA ITEM #11

Agenda Date Requested: February 12, 2024	Appropriation
Requested By: Susie Homeyer, City Secretary	Source of Funds: NA
Department: Administration	Account Number: NA
	Amount Budgeted: NA
	Amount Requested: NA
Exhibits: Special Election Order	Budgeted Item: Yes No

AGENDA ITEM #11

Consideration and possible action on the approval of the order for a special election on May 4, 2024, for propositions for the amendment of the Navasota Home Rule Charter.

Consideración y posible acción sobre la aprobación de la orden para una elección especial el 4 de mayo de 2024 para las propuestas de enmienda de la Carta de Autonomía de Navasota.

SUMMARY & RECOMMENDATION

On September 11, 2023, the City Council appointed a Charter Review Committee to review and evaluate the Navasota City Charter for the purpose of making recommendations to the City Council for proposed amendments to the City Charter. The Charter Review Committee completed its review and on January 22, 2024, provided a report of recommendations to the City Council for amendments to the City Charter. Amendments to the City Charter must be approved by a vote of the citizens at a special election held for that purpose. The City Council desires to call a special election to be held on May 4, 2024, to present the proposed amendments to the City Charter to the citizens of the City. State law requires that the special election on the proposed City Charter amendments be ordered by ordinance adopted by the City Council.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny the Order for a Special Election on May 4, 2024, for propositions for the amendment of the Navasota Home Rule Charter.

Approved for the City Council meeting agenda	a.	
Jason Weeks	2/9/24	
Jason B. Weeks, City Manager	Date	

Aprobar o denegar la Orden para una Elección Especial el 4 de mayo de 2024,

para las propuestas de enmienda de la Carta de Autonomía de Navasota.

ORDER OF SPECIAL ELECTION FOR MUNICIPALITIES (ORDEN DE ELECCIÓN ESPECIAL PARA MUNICIPIOS)

An election is hereby ordered to be held on	//	for the purpose of voting on:
(Por la presente se ordena celebrar una elección el	(date) // (fecha)	con el propósito de votar sobre.)
Applications for a place on the ballot shall be filed A deadline is required to be stated in the order for		
(Solicitudes para un lugar en la boleta serán presentad (De acuerdo con la orden de elección especial se requ	das por:/ uiere una fecha límite	/ a las p.m.)
List Offices/Propositions/Measures on the ballot (Enúmero	e los puestos/proposic	iones/medidas oficiales en la boleta)
Early voting by personal appearanc (La votación adelantada en persona s		
The Main Early Voting Location (si Location (sitio)	tio principal de vot Hours (horas)	ación adelantada)
Location (Sitio)	Hours (Horas)	
Branch Early Voting Locations (suc		ación adelantada)
Location (sitio)	Hours (horas)	
Early voting by personal appearance	o will be conducted	d oooh wookond at:
Early voting by personal appearance (La votación adelantada en persona se		
The Main Early Voting Location (si		ación adelantada)
Location (sitio)	Hours (horas)	
Branch Early Voting Locations (suc Location (sitio)	cursal sitios de vota Hours (horas)	ación adelantada)
Location (Sillo)	Hours (Horas)	

	applications for ballot by mai boletas que se votarán ade	il shall be mailed to: lantada por correo deberán enviarse a:)
Name of Early (Nombre del S	v Voting Clerk Secretario/a de la Votación A	Adelantada)
Address (Direc	cción)	
City (Ciudad)	Zip Code (Códi	go Postal)
Telephone Nu	mber (Número de teléfono)	
Email Address	s (Dirección de Correo Elect	rónico)
Early Voting C	Derk's Website (Sitio web de	el Secretario/a de Votación Adelantada)
(Las solicitudes para boleta de las horas de negocio el:)	ns que se votarán adelantad	ved no later than the close of business on: da por correo deberán recibirse no más tardar
(date)(fecha) Federal Post Card Applicati	ons (FPCAs) must be receiv	ved no later than the close of business on:
		re no más tardar de las horas de negocio el:)
(date)(fecha)		
Issued this day o	(**************************************	, 20 (year)
(Emitida este día(día)	de	, 20))
	Signature of Mayor	(Firma del Alcalde)
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma del Concejal)
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma del Concejal)
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma de Concejal)
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma del Concejal)
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma de Concejal)

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day. Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

EXHIBIT "A"

The ballot propositions for the proposed amendments to the City of Navasota Home Rule Charter (sometimes referred to herein as "Navasota City Charter" or "Charter") are as follows:

PROPOSITION 1:

Shall all affected Articles and Sections of the Navasota City Charter be amended by 1) making corrections to grammar, spelling and punctuation errors; 2) deleting redundant or surplus wording, and deleting outdated or antiquated wording; 3) making non-substantive vocabulary changes in order to use modern and consistent terminology; 4) deleting reserved sections; and 5) renumbering affected Articles and Sections due to deletions?

PROPOSITION 2:

Shall Article III, Sections 8(a) and 8(b); Article IV, Section 20; Article IV, Section 35; Article VI, Section 3; Article VII, Section 1; Article VII, Section 4; Article VII, Section 7; Article X, Section 11 and Article 12, Section 5 of the Navasota City Charter be amended by updating and correcting references to current state laws, deleting provisions of the Charter that are inconsistent with current law or are preempted by current law, and deleting references to obsolete laws?

PROPOSITION 3:

Shall Article II, Section 2 of the Navasota City Charter be amended by revising the authority, procedures and timelines for annexation of territory to be consistent with applicable state law, and clarifying the authority and procedures for the disannexation of territory from the City boundary limits?

PROPOSITION 4:

Shall Article II, Section 3 of the Navasota City Charter be amended by deleting all provisions concerning platting of real property as unnecessary due to existing state laws providing for and regulating municipal platting requirements and procedures?

PROPOSITION 5:

Shall Article III, Section 12 of the Navasota City Charter be amended by deleting the provisions creating the Planning and Zoning Commission as unnecessary due to existing state laws providing for the creation and appointment of a Planning and Zoning Commission by the City Council?

PROPOSITION 6:

Shall Article IV, Section 2 of the Navasota City Charter be amended by deleting the provisions stating that members of the City Council are to be compensated as provided in the Charter, due to its conflict with Article IV, Section 15 of the Charter stating that the members of the City Council serve without compensation?

PROPOSITION 7:

Shall Article IV, Section 3 of the Navasota City Charter be amended by requiring a filing fee in the amount of \$100.00 to be a candidate for City Council; providing for a process for submitting a petition to the City Secretary with a sufficient number of signatures as an alternative to paying the \$100.00 filing fee; and providing for the review of the validity of such a petition and the

accompanying signatures supporting the petition?

PROPOSITION 8:

Shall Article IV, Section 7 of the Navasota City Charter be amended by providing that the regular general election of City Council members shall be held each year on the first Saturday of May, as required by current state law, or on any other date authorized by applicable law?

PROPOSITION 9:

Shall Article IV, Sections 5, 5A, 7, and 8 of the Navasota City Charter be amended by changing the terms of office of the members of the City Council from two (2) years to three (3) years; providing that a candidate for a City Council position having a term of office of more than two (2) years must be elected by a majority vote, as required by state law; providing for a runoff election process in the event no candidate for a City Council position receives a majority of the votes cast in an election; providing for the staggering of the terms of office of City Council members such that beginning at the May, 2024 election, the Place 1 City Council member shall serve a term of three (3) years, beginning at the May, 2024 election, the Place 2 and 3 City Council members shall serve a term of two (2) years, and beginning at the May, 2025 election, the Place 4 and 5 City Council members shall serve a term of three (3) years; and providing that beginning at the May, 2025 election and continuously thereafter all City Council members shall serve terms of three (3) years?

PROPOSITION 10:

Shall Article IV, Section 12 of the Navasota City Charter be amended by providing that vacancies on the City Council shall be filled by special election to be held within one hundred twenty (120) days of the vacancy unless the vacancy occurs not more than 120 days prior to the next regular election, in which case the vacancy shall be filled at a special election to be held on the same date as the next regular election; and providing that if the remaining unexpired term of any vacant City Council position is twelve (12) months or less, the vacant City Council position, after public notice of the vacancy and the opportunity for qualified persons to submit applications requesting appointment to the vacancy, shall be filled by appointment by the remaining City Council members, and the appointed City Council member shall serve for the unexpired term of the vacant council position to which the person was appointed?

PROPOSITION 11:

Shall Article IV, Sections 11 and 23 of the Navasota City Charter be amended to clarify that an individual City Council member may be removed for knowingly permitting any provision of the Charter to be violated without exercising the City Council member's power to prevent the violation; and providing that a vacancy created by the removal of a City Council member may be filled by the City Council appointing a qualified person to fill the vacant City Council position pursuant to article IV, section 12 of this Charter?

PROPOSITION 12:

Shall Article IV, Section 24 of the Navasota City Charter be amended by authorizing the City Council to adopt rules of ethics governing the conduct of City Council members?

PROPOSITION 13:

Shall Article IV, Section 26 of the Navasota City Charter be amended by providing that, in addition

to performing duties required by the Charter and the City Council, the City Secretary shall perform duties as may be required by applicable law, city ordinances and resolutions, or the City Manager?

PROPOSITION 14:

Shall Article IV, Sections 27 and 28 of the Navasota City Charter be amended by providing that an ordinance may be enacted finally on the date it is introduced, read, voted upon and passed at one (1) meeting of the City Council; and by deleting Section 28 providing for emergency measures as no longer being necessary if ordinances may be introduced, read, voted upon and passed at one (1) meeting of the City Council?

PROPOSITION 15:

Shall Article IV, Section 34 and Article V, Sections 2(a) and 2(h) of the Navasota City Charter be amended by clarifying that the City Manager is authorized to determine the salaries and wages of all employees of the City?

PROPOSITION 16:

Shall Article V, Section 1(a) of the Navasota City Charter be amended by providing that the City Manager may be removed by a vote of four (4) members of the City Council, rather than a majority of the City Council?

PROPOSITION 17:

Shall Article V, Section 1(a) of the Navasota City Charter be amended by providing that in the event the City Manager does not reside within the corporate limits of the City when employed by the City as the City Manager, the City Manager shall establish residence within the corporate limits of the City within a reasonably prompt period of time after employment, as determined solely by the City Council?

PROPOSITION 18:

Shall Article V, Section 2(a) of the Navasota City Charter be amended by providing that the City Manager is authorized to appoint and remove one or more Assistant City Managers?

PROPOSITION 19:

Shall Article VI, Section 2 of the Navasota City Charter be amended by providing that a delinquent tax policy adopted the City Council shall be subject to the provisions of state law allowing the tax assessor/collector to adopt a policy accepting partial payments of property taxes?

PROPOSITION 20:

Shall Article VII, Section 2 of the Navasota City Charter be amended by providing that the Municipal Court Judge shall not serve in any other elected public office except as allowed by applicable law?

PROPOSITION 21:

Shall Article VII, Section 10 of the Navasota City Charter be amended by deleting the provisions authorizing the Grimes County Attorney to prosecute cases in Navasota Municipal Court due to state law providing that the County Attorney has no power, duty, or privilege in Grimes County relating to criminal matters?

PROPOSITION 22:

Shall Article VIII, Section 2 of the Navasota City Charter be amended by providing that the City's proposed budget shall be posted on the City's website at least seventy-two (72) hours prior to the meeting(s) at which the proposed budget will be discussed by the City Council members; and providing that failure to post the proposed budget on the City's website shall not prohibit the City Council from discussing the proposed budget at said meeting(s)?

PROPOSITION 23:

Shall Article VIII, Section 4 of the Navasota City Charter be amended by providing that the City Council shall see that the City's financial accounts are kept in compliance with generally accepted accounting principles and the standards adopted by the Governmental Accounting Standards Board applicable to cities?

PROPOSITION 24:

Shall Article VIII, Section 5 of the Navasota City Charter be amended by deleting the provisions authorizing the City Manager to publish in a newspaper monthly reports showing the receipts and disbursements for the preceding month and fiscal year to date?

PROPOSITION 25:

Shall Article VIII, Section 7 of the Navasota City Charter addressing the temporary borrowing authority of the City through deficiency warrants be deleted because this type of debt instrument is outdated and unnecessary due to other borrowing authority being provided for in state law?

PROPOSITION 26:

Shall Article IX, Section 3 of the Navasota City Charter be amended by providing that all ordinances granting, renewing or extending franchises for public utilities shall be read at two (2), rather than three (3), separate regular meetings of the City Council?

PROPOSITION 27:

Shall Article X, Section 4 of the Navasota City Charter be amended by requiring that a sinking fund or other monetary funds of the City shall only be invested or reinvested in compliance with applicable law and the City's investment policy, and all amendments thereto?

PROPOSITION 28:

Shall Article XI, Sections 1 and 2 of the Navasota City Charter be deleted as unnecessary and redundant due to the municipal election provisions set forth in Article IV of the Charter providing for and regulating elections conducted by the City?



REQUEST FOR CITY COUNCIL AGENDA ITEM #12

Agenda Date Requested: February 12, 2024	
Requested By: Susie Homeyer, City Secretary	Source of Funds:
Department: Administration	Account Number:
	Amount Budgeted
	Amount Requeste

Exhibits: Ordinance No. 1024-24

Appropriation			
Source of Funds:	NA		
Account Number:	NA		
Amount Budgeted:	NA		
Amount Requested:	NA		
Budgeted Item:	● Yes ○ No		

AGENDA ITEM #12

Consideration and possible action on approval of the first reading of Ordinance No. 1040-24, ordering a special election on proposed amendments to the Home Rule City Charter of the City of Navasota to be held on May 4, 2024.

Consideración y posible acción sobre la aprobación de la primera lectura de la Ordenanza No. 1040-24, que ordena una elección especial sobre las enmiendas propuestas a la Carta Autónoma de la Ciudad de Navasota que se llevará a cabo el 4 de mayo de 2024.

SUMMARY & RECOMMENDATION

Two readings of an ordinance are required when presenting proposed amendments to the Home Rule Charter of the City of Navasota for voter consideration. The ordinance outlines election day information, early voting, custodian of election records as well as required notices to be published.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny the first reading of Ordinance No. 1040-24, ordering a special election on proposed amendments to the Home Rule City Charter of the City of Navasota to be held on May 4, 2024.

Aprobar o denegar la primera lectura de la Ordenanza No. 1040-24, que ordena una elección especial sobre las enmiendas propuestas a la Carta Autónoma de la Ciudad de Navasota que se llevará a cabo el 4 de mayo de 2024.

Approved for the C	ity Council m	eeting agenda	

Jason B. Weeks, City Manager	Date
Jason Weeks	2/9/24

ORDINANCE NO. 1040-24

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS, ORDERING A SPECIAL ELECTION ON PROPOSED AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF NAVASOTA TO BE HELD ON MAY 4, 2024; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROPOSING AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF NAVASOTA; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; PROVIDING FOR OTHER MATTERS RELATED TO SUCH ELECTION; PROVIDING FOR A REPEALER AND **SAVINGS CLAUSE: PROVIDING** SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE OF MEETINGS.

WHEREAS, the City Council appointed a Charter Review Committee to review the City Charter for the purpose of making recommendations to the City Council for appropriate amendments to cause the Charter to be approved by the voters at an election called for such purpose on May 4, 2024; and

WHEREAS, the Charter Review Committee completed its review and provided a report of recommendations to the City Council for appropriate amendments to the City Charter; and

WHEREAS, the City Council after due consideration desires to conduct an election on proposed amendments to the Charter on the uniform election date of May 4, 2024;

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

SECTION 1 ELECTION DAY

<u>Election Officers.</u> The City Council hereby appoints the Grimes County Elections Administrator and the Navasota City Secretary as the Election Day Officers for the City of Navasota.

Election Date. A General Election shall be held jointly, with participating Grimes County political entities/subdivisions, on Saturday, May 4, 2024.

Polling Place. The designated polling places for said Election Day shall be open from 7:00 am until 7:00 pm. Said locations are the Grimes County Courthouse, 100 S. Main, Anderson, Texas 77830 and the Navasota Center, 101 Stadium Drive, Navasota, Texas 77868.

<u>Election Judges.</u> The Grimes County Elections Administrator will conduct said election for the City pursuant to the terms of an approved Election Services Contract. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election

judge(s) as being those designated by the Grimes County Elections Administrator and approved by the Grimes County Commissioners Court.

The Grimes County Elections Administrator is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election.

SECTION 2 EARLY VOTING

Early Voting Clerk. The City Council hereby appoints the Grimes County Elections Administrator as the Early Voting Clerk for the City of Navasota. The Grimes County Elections Administrator shall appoint the presiding judge(s) for each of said Early Voting polling places.

<u>Times for Early Voting.</u> During the period in which early voting is required or permitted by law, that being April 22, 2024 through April 30, 2024, 8:00 a.m. – 5:00 p.m.

<u>Times and Places for Early Voting.</u> Early voting shall be conducted by personal appearance at the following early voting polling places:

Main Early Voting Location:

Grimes County Courthouse, 100 S. Main St., Anderson, Texas 77830

Branch Early Voting Location:

Navasota Center, 101 Stadium Drive, Navasota, Texas 77868

Early voting shall be conducted by personal appearance April 22, 2024 through April 30, 2024, 8:00 a.m. – 5:00 p.m.

<u>Applications for Ballots by Mail:</u> Applications for ballots by mail must be received, in the office of the Grimes County Elections Administrator, not later than 5:00 p.m. on Tuesday, April 23, 2024. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

Early Voting Clerk Grimes County Elections Office 100 S. Main Street Anderson, TX 77830

Federal Post Card Applications (FPCAs) must be received no later than 5:00 p.m. on Tuesday, April 23, 2024.

SECTION 3 CUSTODIAN OF ELECTION RECORDS

Pursuant to the Texas Election Code and the applicable Election Services Contract, the Grimes County Elections Administrator shall be appointed as custodian of voted ballots and the City Secretary of the City of Navasota will serve as the custodian of all other election records.

SECTION 4 NOTICE

That notice of the election on the proposed Charter amendments shall be posted on the bulletin board used to post notice of the City Council meetings, be published in a newspaper of general circulation in the City, and must include a substantial copy of the proposed Charter amendments and include an estimate of the anticipated fiscal impact to the City if the proposed amendments are approved at the election. Said notice must be published on the same day in each of two (2) successive weeks, with the first publication occurring no earlier than the thirtieth (30th) day and before the fourteenth (14th) day before the date of the election. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and such person posting the notice shall make a record of the time of posting, starting date and the place of posting.

SECTION 5.

Each Charter amendment submitted must contain only one subject, and the ballot shall be prepared in a manner that the voters may vote "FOR" or "AGAINST" any amendment or amendments without voting "FOR" or "AGAINST" all of said amendments. Each such proposed amendment, if approved by the majority of the qualified voters voting at said election, shall become a part of the Charter of the City of Navasota, Texas.

SECTION 6.

The ballot propositions for the proposed amendments to the Navasota Home Rule Charter are set out in Exhibit "A" attached hereto and incorporated herein for pertinent purposes.

SECTION 7. 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 8. 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 9. EFFECTIVE DATE

This Ordinance shall become effective immediately upon and after its enactment in accordance with the Charter of the City of Navasota, Texas.

SECTION 10. PROPER NOTICE OF 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, place and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED FEBRUA			ED ON	FIRST	READING	THIS	THE	12 TH	DAY	OF
				_	BERT MIL	LER, M	ІАУОН	R		
ATTEST	:									
SUSIE M	. ном	EYER, CIT	TY SEC	RETARY	7					
PASSED OF FEBR			ON SE	COND A	ND FINAL R	READIN	G THI	S THE	E 13 TH]	DAY
					BERT MIL	LER, M	ІАҮОН	₹		
ATTEST	:									
CUSIF M	НОМ	EVER CIT	TV SFC	DETA DV	-					



REQUEST FOR CITY COUNCIL AGENDA ITEM #13

Agenda Date Requested: February 12, 2024	Appropriation
Requested By: Mike Mize, Chief	Source of Funds: N/A
Department: Police	Account Number: N/A
Report	Amount Budgeted: N/A
<u> </u>	Amount Requested: N/A
Exhibits: Navasota Police Department's 2023 Racial Profiling Data Report	Budgeted Item: Yes No
AGENDA Consideration and possible action on the Racial Profiling Data Report.	
SUMMARY & REG	COMMENDATION
collected regarding information relating to t	agency an annual report of information raffic stops in which a citation is issued and cluding the race or ethnicity of the individual
Staff recommends report to be placed on fil	le after acceptance by the City Council.
ACTION REQUIRED	BY CITY COUNCIL
Review and acceptance of the Navas Profiling Data Report.	sota Police Department's 2023 Racial
Approved for the City Council meeting agend	da
Jason Weeks	2/9/24



Navasota Police Department Annual Contact Data Report 2023

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 www.navasotatx.gov

Chief of Police: Michael Mize

Racial Profiling Statement

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 complaint process;
- (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;
- (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 during the stop;
 - (E) the location of the stop; and
 - (F) the reason for the stop.
- (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.

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.

Complaints of 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 01/01/23 – 12/31/23.

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

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 Mize at (936) 825-6124.



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



Comparative Analysis

January 1, 2023 - December 31, 2023

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

Race/Ethnicity*	Cont	acts**	** Census Data		Variance	
TOTAL SECTION	N	%	N	%	N	%
Caucasian	1508	38.47	3359	42.0	1851	3.53
Hispanic/Latino	1059	27.02	2567	32.1	1508	5.08
African	1251	31.91	1816	22.7	565	-9.21
Asian	93	02.37	0	0	-93	-2.37
Native American	9	0.23	0	0	-9	23
Other	0	0	256	3.2	256	3.2
					JE LIVIN	
Total	3920		7998			Mary San

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

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

Male/Female	Contacts* Census Data		Variance			
	N	%	N	%	N	%
Female	1317	33.60	4305	53.8	2988	20.53
Male	2603	66.40	3693	46.2	1090	-20.53
Total	3920		7998			

^{*}Contact figures include residential and non- residential contacts.

Table 3. Number of complaints of racial profiling

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

^{**}Contact figures include residential and non-residential contacts.

Racial Profiling Report | Full report NAVASOTA POLICE DEPARTMENT

Module(s): All Call Type(s): All

Date Range: From 1/1/2023 To 12/31/2023

Motor Vehicle Racial Profiling Information

Motor Vehicle Racial Profiling Information Total stops: 3920 Street address or approximate location of the stop City street: 2516 US highway: State highway: 1386 County road: 4 Private property or other: 14 Was race or ethnicity known prior to stop? Yes: 72 No: <u>3848</u> Race or ethnicity Alaska Native / American Indian: 9 Asian / Pacific Islander: 93 Black: 1251 White: 1508 Hispanic / Latino: 1059 Gender Female: Total 1317 Alaska Native / American Indian 4 Asian / Pacific Islander 28 Black 458 White 520 Hispanic / Latino 307 Male: Total 2603 Alaska Native / American Indian 5 Asian / Pacific Islander 65 Black 793

White

988

Hispanic / Latino

752

Reason for stop?			
Violation of law:			
Total 234			
Alaska Native / American Indian0 Asian / Pacific Islan	der2	Black _	80
White75 Hispanic / Latino77			
Pre-existing knowledge:			
Total 39			
Alaska Native / American Indian0 Asian / Pacific Islan	der 1	Black	15
White 16 Hispanic / Latino 7		_	
Moving traffic violation:			
Total 2443			
Alaska Native / American Indian 7 Asian / Pacific Islan	der 81	Black	670
White 1049 Hispanic / Latino 636			
Write 1049 Hispanic / Latino 030			
Vehicle traffic violation:			
Total 1204	. 22		
Alaska Native / American Indian2 Asian / Pacific Islan	der <u>9</u>	Black _	486
White 368 Hispanic / Latino 339			
Was a search conducted?			
Yes:			
Total <u>340</u>			
Alaska Native / American Indian0 Asian / Pacific Islan	der0	Black _	206
White 63 Hispanic / Latino 71			
No:			
Total 3580			
Alaska Native / American Indian 9 Asian / Pacific Islan	ider 93	Black	1045
White 1445 Hispanic / Latino 988			
Reason for search?			
Consent:			
Total 143		DII-	٥٢
Alaska Native / American Indian0	deru	васк _	85
White 29 Hispanic / Latino 29			
Contraband:			
Total1			
Alaska Native / American Indian0 Asian / Pacific Islan	ider0	Black	0
White 0 Hispanic / Latino 1			
01/04/2024 09:14	2	of 6	

Probable cause:			
Total151			
Alaska Native / American Indian0	Asian / Pacific Islander	0	Black 100
White 25 Hispanic / Latino 26	<u> </u>		
Inventory:			
Total 27			
Alaska Native / American Indian0	Asian / Pacific Islander	0	Black 10
White 5 Hispanic / Latino 12			<u> </u>
Incident to arrest:			
Total18			
Alaska Native / American Indian 0	Asian / Pacific Islander	0	Black11
White 4 Hispanic / Latino 3	_		
Was Contraband discovered?			
Yes:			
Total <u>113</u>	Diel Alex Singlings generals	:	(Antal abassld assist
	Did the finding result previous column)?	ın arrest	(total should equal
Alaska Native / American Indian:0	Yes: 0 No:	0	
Asian / Pacific Islander:0	Yes: 0 No:	0	
Black:68	Yes: 31 No:	37	
White:19	Yes: 6 No:	13	
Hispanic / Latino:26	Yes: 10 No:	16	
No:			
Total227			
Alaska Native / American Indian0	Asian / Pacific Islander	0	Black 138
White 44 Hispanic / Latino 45			
December of Control and			
Description of Contraband			
Drugs:			
Total 81		_	
Alaska Native / American Indian 0		0	Black 51
White 13 Hispanic / Latino 17			

ouncity.		
Total 4		
Alaska Native / American Indian0 Asian / Pacific	Islander 0 Blac	ck3
White1 Hispanic / Latino0		
Weapons:		
Total 8		
Alaska Native / American Indian 0 Asian / Pacific	Islander 0 Blace	ck7
White0 Hispanic / Latino1		
Alcohol:		
Total 10		
Alaska Native / American Indian0 Asian / Pacific	Islander 0 Blad	ck 1
White 5 Hispanic / Latino 4	· · · · · · · · · · · · · · · · · · ·	
10 miles 100 to		
Stolen property:		
Total1	Islandan O Die	ala (34)
Alaska Native / American Indian 0 Asian / Pacific	islander <u> </u>	CK
White 0 Hispanic / Latino 0		
Other:		
Total9		
Alaska Native / American Indian0 Asian / Pacific	Islander 0 Bla	ck5
White0 Hispanic / Latino4		
Result of the stop		
Verbal warning:		
Total 63		
Alaska Native / American Indian0 Asian / Pacific	Islander 0 Bla	ck <u>26</u>
White 26 Hispanic / Latino 11		
Written warning:		
Total2641		
Alaska Native / American Indian5 Asian / Pacific	Islander 53 Bla	ck 816
White 1121 Hispanic / Latino 646		
Citation:		
Total 1095		
Alaska Native / American Indian 4 Asian / Pacific	Islander 40 Bla	ck 343
White 341 Hispanic / Latino 367		

Written warning and arrest:		
Total73		
Alaska Native / American Indian0 Asian / Pacific Islander0	Black	40
White 14 Hispanic / Latino 19		
Citation and arrest:		
Total 13		
Alaska Native / American Indian0 Asian / Pacific Islander0	Black	6
White1 Hispanic / Latino6_		
Arrest:		
Total 35		
Alaska Native / American Indian0 Asian / Pacific Islander0	Black	20
White5 Hispanic / Latino10		
Arrest based on Violation of the Penal Code:		
Total53		7000
Alaska Native / American Indian0 Asian / Pacific Islander0	Black _	33
White7 Hispanic / Latino13		
Violation of Traffic Law:		
Total14		
Alaska Native / American Indian0 Asian / Pacific Islander0	Black _	8
White2 Hispanic / Latino4		
Violation of City Ordinance:		
Total1		
Alaska Native / American Indian0 Asian / Pacific Islander0	Black _	0
White0 Hispanic / Latino1		
Outstanding Warrant:		
Total53		
Alaska Native / American Indian0 Asian / Pacific Islander0	Black _	25
White11 Hispanic / Latino17		

Was physical force resulting in bodily injury used during stop?	
Yes:	
Total 1	
Alaska Native / American Indian0 Asian / Pacific Islander0	Black 1
White 0 Hispanic / Latino 0	
No:	
Total3919	
Alaska Native / American Indian 9 Asian / Pacific Islander 93	Black1250_
White 1508 Hispanic / Latino 1059	
Number of complaints of racial profiling	
Total 0	
Resulted in disciplinary action0	
Did not result in disciplinary action0_	

Submitted electronically to the



The Texas Commission on Law Enforcement



REQUEST FOR CITY COUNCIL AGENDA ITEM #14

Agenda Date Requested: February 12, 2024

Appropriation

Requested By: Mike Mize, Chief of Police Department: Police Report Resolution Ordinance Exhibits: Annual Update – Navasota Police Department	Source of Funds: N/A Account Number: N/A Amount Budgeted: N/A Amount Requested: N/A Budgeted Item: Yes No	
AGENDA Presentation of an annual update of the N		
SUMMARY & RECOMMENDATION In an effort to keep the Navasota City Council and the residents of Navasota inform of the Navasota Police Department's activities and progress, Mike Mize, Chief of Pol will present an annual update.		
ACTION REQUIRED	BY CITY COUNCIL	
None		
Approved for the City Council meeting agend	a.	
Jason Wesks Jason B. Weeks, City Manager	2/9/24 Date	

NAVASOTA POLICE DEPARTMENT UPDATE

2023:

STAFFING - As of October 1, 2023, NPD had 38 employees which consist of:

- Chief
- Asst chief
- Criminal Investigations Division:
 - 1 Sgt
 - 5 investigators
 - 1 investigator is part of the newly formed Special Investigation Unit that focuses on guns, drugs, and gangs.
- Patrol:
 - o 2 Sgt's
 - o 2 corporals
 - o 12 officers
 - We do have openings in patrol and 1 of the positions is currently in the academy and will be graduating later this month.
 - School Resource Officers
 - 3 officers, 1 is in training right now
 - We still conduct an off-duty position at one of the schools, in order for NISD to be state compliant – each school having an armed guard.
- Sr. Police Administrative Assistant Marla will be retiring at the end of this month, which she is training her replacement.
- Records: 2 positions
- Evidence: 1 position
- Dispatch
 - 1 supervisor
 - 5 dispatch positions, which we are hiring to staff.

This year we will accept non-licensed persons in order to send them to the academy. Currently set up interviews for 4 applicants.

SERVICE CALLS

- 21,109 calls between January 1 December 31
 - o (1500 calls per officer per year)
 - o 16,223 calls in 2022
 - o 15,795 calls in 2021
- 900 Offense reports
 - o 837 offense reports in 2022
 - o 717 offense reports in 2021
- 535 arrests
 - o 344 arrests in 2022
- Vehicle traffic stops:
 - o 2021 162 citations and 288 warnings
 - o 2022 784 citations and 916 warnings

2023 1263 citations and 2667 warnings

*2023 officers have been more proactive on traffic and contacts – which are documented as a call

BICYCLE PATROL - This patrol unit was started to assist in events downtown. We started with 2 older 20+ year old bicycles and we were given a transfer of property from CSPD that included several bicycles that are less than 10 years old. These bicycles will be worked on and placed into rotation. Each officer has to complete a 40-hour bicycle officer course. The bike patrol has been used for the downtown shopping weekends, NISD games, parades, and other city hall events.

DRONE UNIT - One officer successfully completed the 40-hour drone course and is fully licensed federally to operate a drone. Currently NPD does not own a drone but the officer personally owns a drone that has been used on many incidents: flood water rescue (located the victim for FD to rescue), missing persons, fleeing suspects, overhead photos of crash and major incident scenes (useful for court), large events, and other call outs. The drone unit is attached to the Special Response Team and will work with the Traffic Enforcement Unit for crash photos.

GRANTS RECEIVED

- Body Worn Cameras Split 25/75 match. Since NPD budgeted for 3 positions in 2022 the department applied for the grant and was awarded it after October 1st. This grant allowed NPD to use the allocated budget money and receive 12 body worn cameras. NPD has re-applied for the grant and will use the budgeted money, which is for 2 body worn cameras, in hopes of receiving the grant again, this will allow NPD to have 8 BWC's. Currently, our BWC's are old, expired and the Chief is working on a way to start a replacement time frame for all equipment instead of a large bulk purchase that will affect the budget.
- Rifle Resistant Armor This grant was awarded to NPD and the equipment is being ordered. The equipment consists of an outer carrier with rifle resistant armor plates that officers carry in their patrol units, they can put these on when needed. NPD provided non-expired plates to the Navasota Fire Department. NPD and NFD train together for major incidents when medical is needed during a warm zone, NFD will wear body armor and enter a scene to provide life saving measures even though the scene is not secure.
- Radios As NPD are provided officer positions, the department will purchase radios to stay up to date. In 2022, NPD purchased all new radios for the department due to them being way beyond their life expectancy. The purchase contract is for another 5 years and then the department will slowly start replacing them (a little each year versus the large purchase). The NPD Dispatch Consoles have been outdated for over 10 years. New consoles will be the 2nd final piece in having new life saving communication equipment. Brazos Valley Wide Area Communications System secured a grant to purchase radio tower equipment (roughly 1-2 million).

dollars). Recently, the City entered into a lease agreement for a tower on Courtney Road and the equipment is being installed. Currently, the City uses the Millican or Washington County radio tower. The new tower will significantly increase our radio service in the City of Navasota.

2024:

STATE SEIZURE FUNDS - From a 2019 narcotics investigation, property was seized and recently awarded to NPD. These items were sold, and the funds are required to be placed in a separate State seizure account and used to purchase equipment. NPD utilized these funds to purchase a UTV that was budgeted. After the meeting, walk outside to look it over. Other items NPD are looking into will include a portable light tower/generator and trailer to transport the UTV, evidence, use in parades, move barricades, and other uses.

TRAFFIC UNIT - A traffic unit will be started this year once the patrol division is organized. The traffic unit will focus on certain areas of enforcement inside the city, rather it be citizen complaints, reckless driver calls, DWI calls, school zone, truck route, and so forth. This unit will primarily handle all traffic enforcement as well as crash investigations. This will allow patrol to have more time for day-to-day calls. A second traffic unit will be requested in the FY 2024-25 budget process, which will have training in Commercial Motor Vehicles (CMV), with their primary responsibility to focus on the truck route enforcement and truck safety inspections.

SPECIAL INVESTIGATIONS UNIT – This unit consist of trained investigator(s) to focus on narcotic sales/use/trafficking, gun involved cases and illegal sales, gang identified and tracking system, sex predator and trafficking, and other high-end cases. Currently one investigator has been assigned to this unit but is in training with CID. A second investigator will be requested this upcoming year to assist. Having two investigators is a must for safety and liability when working and investigating these special cases.

PARKING LOT – NPD have worked with Jon MacKay (Graduate Engineer) on the NPD parking lot purchased from Navasota Theater Alliance. Our goal is to have it leveled, fenced in, and an easy access gate for extreme weather. This lot will house all the NPD patrol units. We will work to construct a small building to store the UTV, light tower, and other NPD equipment (speed trailer), as well as, having a storage space for records division that has maximized beyond their capacity in city hall.

WEBSITE LINKS:

Fraud Packet – This will be a fill in the blank packet. A check/credit card or other
victim will contact the police department and speak with an officer. The officer will
assign a Call Report number to the victim, then forward them the link. The victim
will fill out all required needs for the investigation. Currently officers meet with the
victim and request this information, which takes days to months and sometimes no
response. This puts the necessity of the required documents on the victim and less
time for follow ups and investigators waiting for documents. We have learned, most

victims just need a case number for their bank then never return officers calls. This will eliminate a lot of time officers are waiting and questions needed. Attached is a copy of the Fraud packet that will be hyperlinked on the website soon.

• Animal Nuisance Complaint – As per the ordinance, persons can complain about a dog barking all night long or a loose animal that is annoying. Currently officers are called to locate the nuisance and sometimes the noise has stopped, or the animal is not in the area. A nuisance animal reporting sheet will be hyperlinked on the city website that allows the reportee to fill out the complaint. The form will detail and request the reportee to have photograph, video, or other evidence. The form will be sent to the municipal court and animal control. The judge will review the evidence and issue a citation/warrant to the owner of the animal for violating the nuisance animal ordinance. Similar to the citizen arrest type scenarios, the reportee is providing and testifying to the facts. This will expedite the process for those persons annoyed by animals and allow the judge to review the case quickly, as well as less time and pressure off of patrol officers attempting to locate the issue. A form is being created but a similar document is attached to this.



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



Benefits for use of Fraud Supplement Packet

Dear Sir or Madam:

Unfortunately, in today's society it is a common and frequent occurrence to become a victim of credit card abuse, forgery, or identify theft. Most people use a credit/debit card to make purchases in store, online, or over the phone. This personal and financial information today can be easily accessed by many different criminal actions, such as card readers/skimmers, phone scammers, and internet websites/virus. Once the criminal obtains this information, they can make multiple unauthorized purchases before the victim is aware the information had been used, has had the time to contact the credit card company or bank and suspend the account, and/or notifies Law Enforcement. In some instances, the victim may not be able to become reimbursed for the loss of their finances.

During the criminal investigation stage, it is important to gather accurate and detailed information such as victim information, complete account numbers, bank accounts, bank records/transaction statements, time, date, unauthorized transaction amounts, locations where the unauthorized information was used, ect. This information is needed and is vital to the success of the investigation. Evidence in this investigation can be lost due to limited retention periods for certain types of evidence (video surveillance), it is important that victims submit the accurate information as soon as possible.

The information requested in this packet is basic information which is gathered during the initial investigation, but can sometimes be over looked or unknowingly missed during initial contact with a victim. By providing this packet to a victim at the initial/start of the investigation, will ensure that all information needed for the investigation is gathered in a timely manner, and will also ensure the investigation can move forward quickly. By providing this packet could assist in the successful prosecution of the defendant on criminal cases and also provide assistance for other jurisdictions and agencies if the victim also had multiple transactions outside the city limits of Navasota, Texas.

Many local and surrounding agencies utilize a fraud packet to obtain vital information for their agencies. With the number of criminal investigations pertaining to the above-mentioned offenses within the city limits of Navasota, Texas, this packet will assist this Law Enforcement agency in providing better service to the residents of Navasota.



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



FRAUD SUPPLEMENT

This FRAUD SUPPLEMENT must accompany all reports for fraud-related offenses such as credit/debit card abuse, check forgery, and identity theft. The supplement <u>must</u> be completed and submitted in accordance with these instructions for the case to move forward. If no supplement is received or if an incomplete supplement is submitted the case will be suspended, and no investigative action will be taken. As a result, it is critical for victims to read and follow these instructions in their entirety. Additionally, due to limited retention periods for certain types of evidence, it is important that victims submit their supplements as soon as possible.

The Navasota Police Department can only investigate fraud offenses that occur in the city limits of Navasota. Offenses that occur in other jurisdictions must be reported to those jurisdictions. For example, offenses that occur in the city of College Station or in unincorporated Brazos County must be reported to the College Station Police Department or the Brazos County Sheriff's Office.

Once you have confirmed that your offense occurred in the city of Navasota, read the instructions below, complete this supplement, and submit it using one of the following methods:

- 1. Email to:
- 2. Mail to: P. O. Box 910, Navasota, TX 77868
- 3. Deliver in person to the Navasota Police Department, 200 E. McAlpine, Navasota, TX

If you have any questions about this supplement, contact the Navasota Police Department at phone number (936) 825-6410.

NPD Employee ID number:-		NPD CASE NUMBER:	
Received on date:	Time:	Received by:	
NPD USE ONLY:			
Victim signature, date, and time t	urned in:		
Credit/Debit Card Abuse W	orksheet		
☐ Information Release		Attachments	
☐ Victim Statement		☐ Identity Theft Worksheet Account Stateme	ent
☐ Victim Biography		☐ Check Forgery/Unauthorized ACH Works	heet
REQUIRED ITEMS (Only o	complete items involved in your	case; check each item that you complete from the list below)	



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



INSTRUCTIONS

- 1) Complete the VICTIM BIOGRAPHY in its entirety, including your complete Social Security number. Your personal and financial information is critical to the investigation and will not be released without permission.
- 2) Complete and sign the VICTIM STATEMENT by describing in detail what occurred. Even if you have already given your story to NPD, it is important for investigators to have a detailed account in writing of what happened. Your statement must be legible. Typewritten statements are preferred.
- 3) Complete and sign the RELEASE OF INFORMATION form. This will give investigators the ability to obtain evidence on your behalf.
- 4) If your case involves the unauthorized use of credit or debit card accounts, contact your financial institution(s) to obtain copies of all account statements showing the fraudulent charges. Make sure the statements include your name, account number, and dates of the fraudulent transactions. You will also need to ask your financial institution(s) for the dates and times of the actual transactions, as opposed to the "posted" dates and times. Without actual dates and times, investigators may be unable to obtain key items of evidence. Once you have these documents, attach them to this packet.
 - Next, use the information obtained from your financial institution(s) to complete the CREDIT/DEBIT CARD ABUSE WORKSHEET. If more than one credit/debit card account was used, list each separately. Understand that it is critical for you to include the FULL card number(s) and FULL account number(s). If for whatever reason you no longer have access to these, obtain them from your financial institution(s) prior to submitting this supplement.
- 5) If your case involves check forgery, contact your financial institution(s) to obtain copies of all account statements showing any transactions involving the forged checks. Make sure these statements include your name, full account number, and clear images of the forged checks. Additionally, copies of checks you have previously written from this account can be helpful in assisting investigators with handwriting comparisons. If possible, you are encouraged to attach some examples to this supplement, along with the bank statements.
 - Next, using the information obtained from your financial institution(s), complete the CHECK FORGERY WORKSHEET.
- 6) If your case involves identity theft, contact the entities or online platforms involved to obtain as much information as possible about the fraudulent accounts opened/accessed with your personal identifying information. Then use this information to complete the IDENTITY THEFT WORKSHEET.
- 7) Once you have completed the supplement, submit it to the Navasota Police Department using one of the three methods listed on page 1.

ADDITIONAL INFORMATION

In addition to filing this report, NPD recommends you take the following steps:

- File a report with all financial institutions involved including banks, credit card companies, online retailers, etc. This will alert them to the activity and may result in the reversal of fraudulent charges.
- · Check your credit report at AnnualCreditReport.com or by calling (877) 322-8228. This is free of charge and will allow you to identify any unauthorized accounts or suspicious activity involving your personal information. Also consider placing a fraud alert on your credit report through each of the three major credit bureaus (Equifax, Experian, and TransUnion) to prevent future fraud.
- Victims of internet crime should file a report with the Federal Bureau of Investigation Internet Crime Complaint Center at www.IC3.gov.
- · Victims of identity theft should file a report with the Federal Trade Commission at www.IdentityTheft.gov. · Victims of tax-related fraud should review the IRS Taxpayer Guide to Identity Theft at www.IRS.gov.



Office: 936-825-6124 Fax: 936-825-7280



	VICTIM	BIOGRAPHY		
Name: Last, First, Middle			NPD Case #:	Date:
Race/Gender:	Date of Birth:		DL #/State:	
Address w/ City, State & Zip			<u> </u>	
Social Security:	Main Phone:		Secondary Phone:	
Work Phone:	Employer:		Email:	
	Victims	Statement		
	Please provide as m	any details as po	ossible.	



Navasota Police Department 200 E. McAlpine / P. O. Box 910

Navasota, Texas 77868
Office: 936-825-6124 Fax: 936-825-7280



RELEASE OF PERSONAL/FINANCIAL INFORMATION

Date:——	
To Whom It May Concern,	
I,, ha	ave filed an official police report with the Navasota Police Department,
Case Number	·
investigation directly to the Navasota Polici include, any/all account numbers, credit/de	agree to release all personal and financial information related to the ce Department – Criminal Investigations Division. That information can ebit card numbers, transaction dates and times, transaction locations, nal or copies of checks, shipping information and surveillance video.
I authorize direct contact with your compa	any/entity by the Navasota Police Department – Criminal Investigations
Division, about my case.	
Signature	Print Name
Witness Signature	Witness Print Name



Office: 936-825-6124 Fax: 936-825-7280



Complete this CREDIT/DEBIT CARD A Fill out one section for each card		able.
(1) Bank Name:	Complete Card #:	
Card type: (Visa, Mastercard, etc.)	Credit	☐ Debit
If debit transaction, how do you think the PIN was obtained?		
(2) Bank Name:	Complete Card #:	
Card type: (Visa, Mastercard, etc.)	Credit	☐ Debit
If debit transaction, how do you think the PIN was obtained?		
(3) Bank Name:	Complete Card #:	
Card type: (Visa, Mastercard, etc.)	Credit	☐ Debit
If debit transaction, how do you think the PIN was obtained?		
(4) Bank Name:	Complete Card #:	
Card type: (Visa, Mastercard, etc.)	Credit	☐ Debit
If debit transaction, how do you think the PIN was obtained?		
TRANSACTION II Important: There are two dates and times associated with most transact on the actual receipt and documents at time of purchase. The other is t "officially" cleared the bank. The posted date/time is also what appear NPD Investigators need the Transaction date/time and actual address of surveillance video for prosecution. You may have to contact your bank	tions. One is a transaction date/time posted date/time; this is when to son your bank statement, either part at least the business location numbers.	the purchase was verified and rinted or electronic. mber in order to obtain
Card ID # from above Transaction Date/Time Address, St (I.E. 1,2,3,or 4)	ore Number or Web Address	Amount



Office: 936-825-6124 Fax: 936-825-7280





Office: 936-825-6124 Fax: 936-825-7280



Complete t	his CHECK FORGERY / UNA	AUTHORIZED ACH WORK	KSHEET , if applicable	
Bank Name	Account #		Routing #	
Bank Name	Account #		Routing #	
Bank Name	Account #		Routing #	
Check No: (If Applicable)	Transaction Date/Time	Address, Store Number	or Web Address	Amount



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



Complete this IDENTITY THEFT WORKSHEET , if applicable.
Name and address (or web address) of location / business where ID theft occurred (Shell - Navasota, is NOT specific enough).
Describe what ID information was used (Name, Address, Social Security #, email, account username, etc.):
Please provide usernames and emails for any accounts accessed or opened using an online platform (i.e. Cash App, PayPal, etc.)
Describe how ID information was used (Example: Opened credit card with Bank of)
Account number or platform username, if applicable: If you have made contact with the company, list the contact person's information and reference number: (Name and Phone)
If you have made contact with the company, list the contact person's information and reference number. (Fullic and Finone)
Account #/Username Transaction Date/Time Address, Store #, Web Address, or Online Platform Amount



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



OVERFLOW TRANSACTION PAGE

Check/Card/Account No.	Transaction Date/Time	Address, Store Number or Web Address	Amount



REQUEST FOR CITY COUNCIL AGENDA ITEM #15

Agenda Date Requested: February 12, 2024	Appropriation
Requested By: Susie Homeyer, City Secretary	Source of Funds: N/A
Department: Administration	Account Number: N/A
	Amount Budgeted: N/A
	Amount Requested: N/A
Exhibits : Minutes, Municipal Court Report, Expenditures	Budgeted Item: Yes No

AGENDA ITEM #15

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

Consent agenda are:

- A. Approve the minutes from the month of January 2024.
- B. Approve the Municipal Court report for the month of January 2024.
- C. Approve the expenditures for the month of January 2024.

SUMMARY & RECOMMENDATION

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

- A. Staff have placed the minutes for January 2024 on the consent agenda.
- B. Staff have placed the Municipal Court Report for January 2024 on the consent agenda.
- C. Staff have placed the expenditures for January 2024 on the consent agenda.

ACTION REQUIRED BY CITY COUNCIL

Approve the consent agenda: The minutes for January 2024, the Municipal Court report for January 2024, and the expenditures for January 2024.

Approved for the City Council meeting agend	a.	
Jason Weeks	2/9/24	
Jason B. Weeks, City Manager	Date	

MINUTES REGULAR MEETING JANUARY 8, 2024

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

Bernie Gessner, Mayor Pro-Tem, Place # 1
Pattie Pederson, Councilmember, Place # 2
Josh M. Fultz, Councilmember, Place # 3
Bert Miller, Mayor, Place # 4
James Harris, Councilmember, Place # 5

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Jason Katkoski, Fire Chief/EMC; Michael Mize, Police Chief; Jennifer Reyna, Public Works Director; Cary Bovey, Legal Counsel; Kristin Gauthier, Assistant City Manager; Maribel Frank, Chief Financial Officer; Jon MacKay, Graduate Engineer; and Lloyd Lively, Marketing and Communications Director.

<u>VISITORS:</u> Lucy Ybarra, Deborah Richardson, Mac Vaughn, Boy Scout Troop 361, Jace Julian, Jace Lee, Patrick Price, John Sanders, Matthew Armatys and Aaron Mendez.

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

- 1. Mayor Bert Miller called the meeting to order at 6:00 p.m.
- 2. Invocation was given by Pastor Mac Vaughn. The City Council, staff members and visitors then recited the Pledge of Allegiance to the American Flag and the Texas Flag.
- 3. Remarks of visitors: Navasota/Grimes County Chamber of Commerce Director Lucy Ybarra addressed the City Council about the State of the City Address that will be held on January 10th; the blood drive on January 17th; and coffee with the Chamber with Work Force Solutions on February 14th.
- 4. Staff report:
- a) Jon MacKay, Graduate Engineer, gave an update on the CIP projects.

- b) Susie Homeyer, City Secretary, gave an update on the May 4, 2024 City Election.
- c) Mayor Bert Miller gave an update on the latest Planning and Zoning meeting.
- d) Councilmember and staff informed the audience about upcoming events.
- 5. Mayor Pro-Tem Bernie Gessner moved to approve option 2 on the design options for the directional signs in Phase I of the City-Wide Wayfinding Phase I project, seconded by Councilmember Pattie Pederson and with each Councilmember voting AYE, the motion carried.
- 6. Councilmember Josh Fultz moved to approve the first reading of Ordinance No. 1038-24, authorizing participation with other Entergy service area cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas ("PUCT') IN 2024; authorizing the hiring of lawyers and rate experts; and authorizing the City of Navasota's participation to the full extent permitted by law at the PUCT, seconded by Mayor Pro-Tem Bernie Gessner and with each Councilmember voting AYE, the motion carried.
- 7. Councilmember Josh Fultz moved to approve Resolution No. 755-24, authorizing the submission of an application to the Texas General Land Office for Community Development Block Grant Mitigation ("CDBG-MIT") Program and authorize the mayor and city manager to act as the City's executive officer and authorized representative in all matters pertaining to the City's participation in the CDBG-MIT Program, seconded by Mayor Pro-Tem Bernie Gessner and with each Councilmember voting AYE, the motion carried.
- 8. Mayor Pro-Tem Bernie Gessner moved to approve the consent agenda items which include the second reading of Ordinance No. 1037-23, amending the Wastewater Fund budget for Fiscal Year beginning October 1, 2023 and ending September 30, 2024, in the amount not to exceed \$ 112,500.00, the minutes from the month of December 2023 and the Municipal Court report from the month of December 2023, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.
- 9. The City Council met in Executive Session, as authorized by Section 551.071, Texas Government Code, for the purpose of consultation with legal counsel concerning possible revision of the variance granted to M&P Adventures, LLC for an erected off-premises outdoor advertising sign located at 9530 Highway 6, Navasota, Texas.

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

The City Council met in Executive Session in accordance with Texas Government Code, Section 551.074, Personnel Matters, concerning the evaluation of Legal Counsel for the City of Navasota, and associated matters. The time was 6:38 p.m.

- 10. The City Council reconvened in open session at 8:34 p.m.
- 11. The City Council did not take action on the variance granted to M & P Adventure, LLC for an erected off-premise outdoor advertising sign located at 9530 Highway 6, Navasota, Texas.
- 12. Councilmember Pattie Pederson moved that Mayor Miller be authorized to approve the revisions to the City Manager's contract as discussed in Executive Session, and further, that Mayor Miller be authorized to execute any necessary documentation related to the revised contract, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.
- 13. The City Council did not take any action on an updated engagement agreement with Legal Counsel for the City of Navasota and associated issues.
- 17. Mayor Bert Miller adjourned the meeting at 8:37 p.m.

		BERT	MILLER, MAYOR
ATTEST:			
CLICTE M	HOMEVED	CITY SECRETARY	•

MINUTES SPECIAL MEETING JANUARY 22, 2024

The City Council of the City of Navasota, Grimes County, Texas met at the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street at 4:30 p.m., Navasota, Texas on the above date with the following being present:

Bernie Gessner, Mayor Pro-Tem, Place # 1
Pattie Pederson, Councilmember, Place # 2
Josh M. Fultz, Councilmember, Place # 3
Bert Miller, Mayor, Place # 4
James Harris, Councilmember, Place # 5

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Michael Mize, Police Chief; Lupe Diosdado, Development Services Director; Cary Bovey, Legal Counsel; Kristin Gauthier, Assistant City Manager; Lloyd Lively, Marketing and Communications Director; Pat Gruner, Municipal Judge; Michelle Savensky, Executive Administrative Assistant; Jose Coronilla, Assistant Public Works Director; and Peggy Johnson, HR Director.

<u>VISITORS:</u> Deborah Richardson, Mac Vaughn, Brenda Williams, Ashley Ver Schuur and Peggy Johnson.

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

- 1. Mayor Bert Miller called the meeting to order at 4:30 p.m.
- 2. A workshop was held to discuss the City of Navasota Home Rule Charter amendments that were proposed by the Charter Review Committee. Legal Counsel will begin to prepare the ballot language for the May 4, 2024 City election.
- 3. Mayor Bert Miller adjourned the meeting at 5:58 p.m.

_	BERT MILLER, MAYOR
ATTEST:	
SUSIE M. HOMEYER, CITY SECRET	

MINUTES REGULAR MEETING JANUARY 22, 2024

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

Bernie Gessner, Mayor Pro-Tem, Place # 1
Pattie Pederson, Councilmember, Place # 2
Josh M. Fultz, Councilmember, Place # 3
Bert Miller, Mayor, Place # 4
James Harris, Councilmember, Place # 5

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Jason Katkoski, Fire Chief/EMC; Michael Mize, Police Chief; Jennifer Reyna, Public Works Director; Cary Bovey, Legal Counsel; Kristin Gauthier, Assistant City Manager; Maribel Frank, Chief Financial Officer; Jon MacKay, Graduate Engineer; Lloyd Lively, Marketing and Communications Director, Lupe Diosdado, Development Services Director; and Jose Coronilla, Assistant Public Works Director.

VISITORS: Deborah Richardson and Mac Vaughn.

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

- 1. Mayor Bert Miller called the meeting to order at 6:00 p.m.
- 2. Invocation was given by Pastor Mac Vaughn. The City Council, staff members and visitors then recited the Pledge of Allegiance to the American Flag and the Texas Flag.
- 3. Remarks of visitors: None.
- 4. Staff report:
- a) Jon MacKay, Graduate Engineer, gave an update on the CIP projects and Jennifer Reyna, Public Works Director, gave an update on the effects of the freezing weather.
- b) There were no updates on Boards and Commissions.
- c) Councilmember and staff informed the audience about upcoming events.

- 5. Councilmember Pattie Pederson moved to approve Resolution No.756-24, delegating the City Manager the authority to determine the method of procurement under Texas Government Code Chapter 2269 that provides the best value for the City of Navasota, seconded by Mayor Pro-Tem Bernie Gessner and with each Councilmember voting AYE, the motion carried.
- 6. Mayor Pro-Tem Bernie Gessner moved to approve Resolution No. 757-24, the City of Navasota Investment Policy and Strategy, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.
- 7. Mayor Pro-Tem Bernie Gessner moved to approve the investment reports for 1st quarter of Fiscal Year 2022-2023 (October 2022) through 1st quarter of Fiscal Year 2023-2024 (December 2023), as well as the annual investment summary for FY 2023, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion caried.
- 8. Mayor Pro-Tem Bernie Gessner moved to approve the consent agenda items which include the second reading of Ordinance No. 1038-24, authorizing participation with other Entergy service area cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas ("PUCT') in 2024; authorizing the hiring of lawyers and rate experts; and authorizing the City of Navasota's participation to the full extent permitted by law at the PUCT and the revenues and expenditures summary report as of December 2023, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.
- 9. Mayor Bert Miller adjourned the meeting at 6:44 p.m.

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O F F I C E O F C O U R T A D M I N I S T R A T I O N T E X A S J U D I C I A L C O U N C I L

Official Municipal Court Monthly Report

Month	January	Year	2024
Municipal Court f	or the City of NAVA	SOTA	
Presiding Judge	PATRICIA GRUNER		
If new, date assumed office			
Court Mailing Address	200 E. MCALPINE		
City	NAVASOTA, TX Zip	77868	
Phone Number	936-825-6268		
Fax Number	936-825-7280		
Court's Public Email	COURT@NAVASOTATX.GO	V	
Court's Website	http://WWW.NAVASOTA	TX.GOV	
THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.			
Prepared by			

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

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

Date _____ Phone: (936) 825-6268

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

2/05/2024 03:00 PM OFFI	CIAL MUNICIPAL COURT M	ONTHLY REPOR	RT			Page: 1
CRIMINAL SECTION						
COURT NAVASOTA MUNICIPAL COURT MONTH January YEAR 2024	 NON-PARKING	TRAFFIC PARKING	CITY ORD	' PENAL CODE	NON-TRAFFIC STATE LAW	CITY ORD
1. Total Cases Pending First of Month:		1	27	3491	761	73
a. Active Cases	234	1	7	. 22	43	28
b. Inactive Cases	606	0	20	327	33	45
2. New Cases Filed	61	0	I 5	. 81	3	8
3. Cases Reactivated	15	0	0	9	0	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	310	1	12	39	46	36
6. Dispositions Prior to Court Appearance or Trial		XXXXXXXXXX	· XXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXX	XXXXXXXXXX
a. Uncontested Dispositions	·	0		. 3	0	2
b. Dismissed by Prosecution	2	0		. 01		0
7. Dispositions at Trial:	XXXXXXXXXX	XXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	'	XXXXXXXXXX
a. Convictions:	XXXXXXXXXXX	XXXXXXXXXX	· XXXXXXXXXXX	XXXXXXXXXX		XXXXXXXXXX
1) Guilty Plea or Nolo Contendere	9 +	0	. 0	I 61	5	2
2) By the Court	l 0 l	0	0	0	0	0
3) By the Jury	1 01	0		. 01	0	0
b. Acquittals:	XXXXXXXXXXX	XXXXXXXXXX	· XXXXXXXXXXX	XXXXXXXXXX		XXXXXXXXXX
1) By the Court	. 01	0	. 0	. 01	0	0
2) By the Jury	++ 0				0	'

+-----+

c. Dismissed by Prosecution

2/05/2024 03:00 PM OFFICIAL MUNICIPAL COURT MONTHLY REPORT CRIMINAL SECTION TRAFFIC COURT NAVASOTA MUNICIPAL COURT |NON-PARKING| PARKING | CITY ORD | PENAL CODE| STATE LAW | CITY ORD | MONTH January YEAR 2024 ------8. Compliance Dismissals: a. After Driver Safety Course 0 | b. After Deferred Disposition 9| 0| 0| 0| 3| +-----0| 0| 0| c. After Teen Court d. After Tobacco Awareness Course

1

-----+

0 1

209|

0 |

0 |

1|

e. After Treatment for Chemical Dependency
f. After Proof of Financial Responsibility

g. All Other Transportation Code Dismissals

9. All Other Dispositions

10. Total Cases Disposed

a. Active Cases

14. Cases Appealed:

a. After Trial

b. Without Trial

b. Inactive Cases

13. Show Cause Hearings Held

11. Cases Placed on Inactive Status

12. Total Cases Pending End of Month:

+----

0 |

93 0 5 9 9 4

| 8| 0| 0| 7| 0| 0|

+----+

7|

599| 0| 20| 325| 33| 45|

| XXXXXXXXX | XXXXXXXXX | XXXXXXXXXX | XXXXXXXXXX | XXXXXXXXXX | XXXXXXXXXX |

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2/05/2024 03:00 PM OFFICIAL MUNICIPAL COURT MONTHLY REPORT Page: 3

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CIVIL SECTION

COURT NAVASOTA MUNICIPAL COURT MONTH January YEAR 2024	TOTAL CASES
1. Total Cases Pending First of Month:	0
a. Active Cases	0
b. Inactive Cases	0
2. New Cases Filed	1
3. Cases Reactivated	0
4. All Other Cases Added	0
5. Total Cases on Docket	1
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial/Hearing by Judge/Hearing Officer	0
10. Trial by Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed	0
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	1
a. Active Cases	1
b. Inactive Cases	+
16. Cases Appealed:	XXXXXXXXXXXXXXXXX
1	+

a. After Trial

b. Without Trial

2/05/2024 03:00 PM OFI	PORT	Page: 4	
JUVENILE/MINOR ACTIVITY		1	
COURT NAVASOTA MUNICIPAL COURT MONTH January YEAR 2024			
1. Transportation Code Cases Filed		0	
2. Non-driving Alcoholic Beverage Code Cases File		1	
3. Driving Under the Influence of Alcohol Cases 1	Filed	0	
4. Drug Paraphernalia Cases Filed		0	
5. Tobacco Cases Filed		0	
6. Truancy Cases Filed		0	
7. Education Code (Except Failure to Attend) Case	es Filed	0	
8. Violation of Local Daytime Curfew Ordinance Ca		0	
9. All Other Non-traffic Fine-only Cases Filed		0	
10. Transfer to Juvenile Court:		XXXXXXXXXXXXXXXX	
a. Mandatory Transfer		0	
b. Discretionary Transfer		0	
11. Accused of Contempt and Referred to Juvenile	Court (Delinquent Conduct)	0	
12. Held in Contempt by Criminal Court (Fined and	d/or Denied Driving Privileges)	0	
13. Juvenile Statement Magistrate Warning:		XXXXXXXXXXXXX	
a. Warnings Administered		0	
b. Statements Certified		0	
14. Detention Hearings Held		0	
15. Orders for Non-secure Custody Issued		0	
16. Parent Contributing to Nonattendance Cases F:	iled	0	

2/05/2024 03:00 PM OFFICIAL MUNICIPAL COURT MONTHLY REPORT ADDITIONAL ACTIVITY COURT NAVASOTA MUNICIPAL COURT | NUMBER REQUESTS | | NUMBER GIVEN | FOR COUNSEL | MONTH January YEAR 2024 1. Magistrate Warnings: a. Class C Misdemeanors 0 | XXXXXXXXXXXXXXX | 0 0 | b. Class A and B Misdemeanors 0 | c. Felonies 2. Arrest Warrants Issued: a. Class C Misdemeanors 14| b. Class A and B Misdemeanors 1 | c. Felonies 3. Capiases Pro Fine Issued - 1 4. Search Warrants Issued 5. Warrants for Fire, Health and Code Inspections Filed 0.1 6. Examining Trials Conducted 7. Emergency Mental Health Hearings Held 0 1 8. Magistrate's Order for Emergency Protection Issued 9. Magistrate's Orders for Ignition Interlock Device Issued 10. All Other Magistrates's Orders Issued Requiring Conditions for Release on Bond 0 | 11. Drivers's License Denial, Revocation or Suspension Hearings Held 12. Disposition of Stolen Property Hearings Held 13. Peace Bond Hearings Held - 1 0 |

2/05/2024 03:00 PM	OFFICIAL MUNICIPAL COURT MONTHLY REPORT		Page:	6
ADDITIONAL ACTIVITY				_

14. Cases in Which Fine and Cou	rt Costs Satisfied by Community Service:	xxxxxxxxxxxx		-
a. Partial Satisfaction		+		-
b. Full Satisfaction		. 01		-
15. Cases in Which Fine and Cou	rt Costs Satisfied by Jail Credit	I 71		-
16. Cases in Which Fine and Cou		0		-
17. Amount of Fines and Court Co		\$0.00		-
18. Fines, Court Costs and Othe		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		-
a. Kept by City		\$14,290.92 +		-
b. Remitted to State		+ \$7,362.78 +		-
c. Total		++- \$21,653.70 +		-
		++-		-

2/05/2024 03:00 PM

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Page: 7

Run By: rjessie

Report Type: Summary

Date Range: 1/01/2024 - 1/31/2024

Finalize Report: Yes

Correction: No

*** END OF REPORT ***

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT	10,295,872 179,840	1,070,389.99	1,485,544.59 43,090.70	0.00 0.00 0.00	8,810,327.41 136,749.30	14.43 23.96 78.25
DEVELOPMENT SERVICES CITY UTILITIES	218,000 2,264,910	66,912.57 186,008.09	170,594.87 751,648.70	0.00	47,405.13 1,513,261.30	78.25 33.19
LIBRARY	26,350	442.40	4,042.20	0.00	22,307.80	15.34
PUBLIC SAFETY	364,746	14,945.54	169,646.57	0.00	195,099.43	46.51
TOURISM	142,775	7,000.00	7,100.00	0.00	135,675.00	4.97
PARKS AND REC	93,400	13,326.96	27,952.16	0.00	65,447.84	29.93
MISCELLANEOUS	50,500	5.58	22,783.67	0.00	27,716.33	45.12
TOTAL REVENUES	13,636,393	1,359,031.13	2,682,403.46	0.00	10,953,989.54	19.67
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL						
PERSONNEL SERVICES	221,161	0.00	0.00	0.00	221,161.00	0.00
TRANSFERS OUT	124,417	0.00	0.00	0.00	124,417.00	0.00
BOND & LOAN DEBT	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	345,578	0.00	0.00	0.00	345,578.00	0.00
<u>SANITATION</u>						
PERSONNEL SERVICES	60,340	4,149.18	19,227.99	0.00	41,112.14	31.87
MATERIALS & SUPPLIES	9,000	12.99	2,448.84	0.00	6,551.16	27.21
MAINTENANCE & SERVICES	1,319,450	103,727.59	315,349.33	0.00	1,004,100.67	23.90
UTILITIES BOND & LOAN DEBT	200	22.04 58,368.64	91.43 58,368.64	0.00	108.57 58,368.64)	45.72 0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	200,589	0.00	0.00	0.00	200,589.00	0.00
TOTAL SANITATION	1,589,579	166,280.44	395,486.23	0.00	1,194,092.90	24.88
STREET						
PERSONNEL SERVICES	579,354	35,832.90	152,310.74	0.00	427,043.74	26.29
MATERIALS & SUPPLIES	45,000	4,054.17	9,347.37	47.40	35,605.23	20.88
MAINTENANCE & SERVICES	469,300	15,392.01	42,213.45	37.18	427,049.37	9.00
UTILITIES	97,000	8,041.68	31,811.71	0.00	65,188.29	32.80
PROFESSIONAL FEES	60,000	0.00	0.00	0.00	60,000.00	0.00
BOND & LOAN DEBT	0	101,734.69	101,734.69	0.00	101,734.69)	0.00
	O	101,701.00	101/101.00			
CAPITAL OUTLAY TOTAL STREET	132,286 1,382,940	2,766.45 167,821.90	11,951.92 349,369.88	0.00 84.58	120,334.08 1,033,486.02	9.03 25.27

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
VEHICLE & EOUIP SERVICES						
PERSONNEL SERVICES	109,612	7,450.40	33,285.68	0.00	76,326.06	30.37
MATERIALS & SUPPLIES	11,500	402.62	1,460.50	140.93	9,898.57	13.93
MAINTENANCE & SERVICES	7,900	281.98	1,013.24	0.00	6,886.76	12.83
UTILITIES	4,500	224.32	1,102.37	0.00	3,397.63	24.50
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	10,776	897.63	3,590.52	0.00	7,185.48	33.32
TOTAL VEHICLE & EQUIP SERVICES	144,288	9,256.95	40,452.31	140.93	103,694.50	28.13
SWIMMING POOL						
PERSONNEL SERVICES	65,432	0.00	984.27	0.00	64,447.36	1.50
MATERIALS & SUPPLIES	17,000	0.00	0.00	0.00	17,000.00	0.00
MAINTENANCE & SERVICES	31,232	7,276.45	11,771.45	0.00	19,460.55	37.69
UTILITIES	10,000	1,069.69	4,038.14	0.00	5,961.86	40.38
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL SWIMMING POOL	123,664	8,346.14	16,793.86	0.00	106,869.77	13.58
PARKS & RECREATION MAINT						
PERSONNEL SERVICES	159,383	4,583.17	23,933.28	0.00	135,450.12	15.02
MATERIALS & SUPPLIES	21,300	798.75	3 , 433.59	0.00	17,866.41	16.12
MAINTENANCE & SERVICES	356 , 319	25,329.59	107,360.39	0.00	248,958.61	30.13
UTILITIES	50,000	1,794.52	9,227.88	0.00	40,772.12	18.46
PROFESSIONAL FEES	5,000	0.00	0.00	0.00	5,000.00	0.00
CAPITAL OUTLAY	18,624	2,105.39	8,429.06	0.00	10,194.94	45.26
TOTAL PARKS & RECREATION MAINT	610,626	34,611.42	152,384.20	0.00	458,242.20	24.96
PARKS & RECREATION						
PERSONNEL SERVICES	122,124	7,800.85	32,487.30	0.00	89,636.97	26.60
MATERIALS & SUPPLIES	30 , 475	0.00	5 , 993.49	0.00	24,481.51	19.67
MAINTENANCE & SERVICES	5 , 250	82.42	217.54	0.00	5,032.46	4.14
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
PROFESSIONAL FEES	0	0.00	0.00	0.00	0.00	0.00
BOND & LOAN DEBT	5,625	0.00	2,837.15	0.00	2,787.85	50.44
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	12,275	0.00	0.00	0.00	12,275.00	0.00
TOTAL PARKS & RECREATION	175 , 749	7,883.27	41,535.48	0.00	134,213.79	23.63
AIRPORT						
MATERIALS & SUPPLIES	200	0.00	0.00	0.00	200.00	0.00
MAINTENANCE & SERVICES	58,000	0.00	5,336.78	0.00	52,663.22	9.20
UTILITIES	3,000	243.00	903.99	0.00	2,096.01	30.13
PROFESSIONAL FEES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL AIRPORT	61,200	243.00	6,240.77	0.00	54,959.23	10.20

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
POLICE						
PERSONNEL SERVICES	2,856,833	188,389.73	805,501.59	0.00	2,051,330.99	28.20
MATERIALS & SUPPLIES	281,085	21,613.64	65,317.61	0.00	215,767.39	23.24
MAINTENANCE & SERVICES	140,114	12,688.74	25,062.45	215.00	114,836.55	18.04
PROFESSIONAL FEES	4,700	0.00	600.00	0.00	4,100.00	12.77
CAPITAL OUTLAY	337,562	19,119.69	56,388.23	0.00	281,173.77	16.70
TOTAL POLICE	3,620,294	241,811.80	952,869.88	215.00	2,667,208.70	26.33
<u>FIRE</u>						
PERSONNEL SERVICES	1,085,657	61,037.32	272,726.00	0.00	812,931.47	25.12
MATERIALS & SUPPLIES	58,300	1,578.51	9,970.49	753.53	47,575.98	18.39
MAINTENANCE & SERVICES	190,182	4,821.54	27,028.83	122.71	163,030.46	14.28
UTILITIES	6,000	405.21	2,164.75	0.00	3,835.25	36.08
PROFESSIONAL FEES	0	0.00	0.00	0.00	0.00	0.00
BOND & LOAN DEBT	0	115,894.90	115,894.90	0.00 (115,894.90)	0.00
CAPITAL OUTLAY	195,010	759.52	71,250.20	0.00	123,759.80	36.54
TOTAL FIRE	1,535,149	184,497.00	499,035.17	876.24	1,035,238.06	32.56
ANIMAL CONTROL						
PERSONNEL SERVICES	98,196	3,365.20	24,309.95	0.00	73,886.04	24.76
MATERIALS & SUPPLIES	8,000	905.08	1,678.95	0.00	6,321.05	20.99
MAINTENANCE & SERVICES	10,150	947.50	2,808.75	0.00	7,341.25	27.67
UTILITIES	4,000	366.66	1,604.48	0.00	2,395.52	40.11
CAPITAL OUTLAY	6,076	557.81	2,208.74	0.00	3,867.26	36.35
TOTAL ANIMAL CONTROL	126,422	6,142.25	32,610.87	0.00	93,811.12	25.80
MUNICIPAL COURT						
PERSONNEL SERVICES	98,651	7,697.96	32,107.70	0.00	66,543.29	32.55
MATERIALS & SUPPLIES	3,000	161.90	611.55	0.00	2,388.45	20.39
MAINTENANCE & SERVICES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	3,500	0.00	36.00	0.00	3,464.00	1.03
TOTAL MUNICIPAL COURT	105,151	7,859.86	32,755.25	0.00	72,395.74	31.15
EMERGENCY MANAGEMENT						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
MATERIALS & SUPPLIES	500	0.00	0.00	0.00	500.00	0.00
MAINTENANCE & SERVICES	2,600	0.00	1,737.00	0.00	863.00	66.81
TOTAL EMERGENCY MANAGEMENT	3,100	0.00	1,737.00	0.00	1,363.00	56.03
LIBRARY						
PERSONNEL SERVICES	152,800	8,984.54	38,018.00	0.00	114,781.87	24.88
MATERIALS & SUPPLIES	5,400	27.52	1,093.53	0.00	4,306.47	20.25
MAINTENANCE & SERVICES	45 , 000	2,262.17	2,495.92	0.00	42,504.08	5.55
UTILITIES	6,400	490.12	2,290.31	0.00	4,109.69	35.79
BOND & LOAN DEBT	1,474	0.00	743.61	0.00	730.39	50.45
CAPITAL OUTLAY	10,500	1,132.90	4,112.02	0.00	6,387.98	39.16
TOTAL LIBRARY	221 , 574	12,897.25	48,753.39	0.00	172,820.48	22.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
CITY COUNCIL						
PERSONNEL SERVICES	16,396	54.00	5,351.54	0.00	11,044.46	32.64
MATERIALS & SUPPLIES	12,615	20.97	7,566.88	0.00	5,048.12	59.98
PROFESSIONAL FEES	356,867	19,809.08	57,092.89	0.00	299,774.11	16.00
MISCELLANEOUS	11,535	0.00	1,278.25	0.00	10,256.75	11.08
TOTAL CITY COUNCIL	397,413	19,884.05	71,289.56	0.00	326,123.44	17.94
GENERAL ADMINISTRATION						
PERSONNEL SERVICES	554,270	37,167.36	148,268.37	0.00	406,001.25	26.75
MATERIALS & SUPPLIES	11,500	134.41	1,710.18	0.00	9,789.82	14.87
PROFESSIONAL FEES	11,800	10,900.00	25,900.00	0.00 (14,100.00)	219.49
CAPITAL OUTLAY	263,814	0.00	3,890.00	0.00	259,924.00	1.47
TOTAL GENERAL ADMINISTRATION	841,384	48,201.77	179,768.55	0.00	661,615.07	21.37
KEEP NAVASOTA BEAUTIFUL						
PERSONNEL SERVICES	200	0.00	0.00	0.00	200.00	0.00
MATERIALS & SUPPLIES	4,000	0.00	0.00	0.00	4,000.00	0.00
TOTAL KEEP NAVASOTA BEAUTIFUL	4,200	0.00	0.00	0.00	4,200.00	0.00
CITY HALL						
PERSONNEL SERVICES	232,771	6,539.26	183,478.97	0.00	49,292.52	78.82
MATERIALS & SUPPLIES	45,500	3,297.88	10,459.54	929.02	34,111.44	25.03
MAINTENANCE & SERVICES	102,000	3,495.52	21,180.62	508.35	80,311.03	21.26
UTILITIES	40,000	2,807.00	12,651.17	0.00	27,348.83	31.63
PROFESSIONAL FEES	600	0.00	300.00	0.00	300.00	50.00
BOND & LOAN DEBT	16,339	0.00	8,240.75	0.00	8,098.25	50.44
CAPITAL OUTLAY	10,481	918.03	4,635.58	0.00	5,845.42	44.23
TOTAL CITY HALL	447,691	17,057.69	240,946.63	1,437.37	205,307.49	54.14
ECONOMIC DEVELOPMENT						
PERSONNEL SERVICES	115,546	7,744.35	37,672.53	0.00	77,873.63	32.60
MATERIALS & SUPPLIES	890	27.98	27.98	0.00	862.02	3.14
PROFESSIONAL FEES	154	0.00	0.00	0.00	154.00	0.00
MISCELLANEOUS	725	0.00	0.00	0.00	725.00	0.00
TOTAL ECONOMIC DEVELOPMENT	117,315	7,772.33	37,700.51	0.00	79,614.65	32.14
DEVELOPMENT SERVICES						
PERSONNEL SERVICES	392,618	26,995.65	96,260.80	0.00	296,357.02	24.52
MATERIALS & SUPPLIES	5,100	543.47	1,196.48	0.00	3,903.52	23.46
MAINTENANCE & SERVICES	58,450	20.56	3,682.90	0.00	54,767.10	6.30
PROFESSIONAL FEES	92,000	30,187.13	108,723.20	0.00 (16,723.20)	118.18
CAPITAL OUTLAY	17,929	1,001.59	3,983.86	0.00	13,945.14	22.22
TOTAL DEVELOPMENT SERVICES	566,097	58,748.40	213,847.24	0.00	352,249.58	37.78

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOURISM						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
MATERIALS & SUPPLIES	536,105	14,352.40	119,235.22	0.00	416,869.78	22.24
MAINTENANCE & SERVICES	26,300	0.00	8,205.28	0.00	18,094.72	31.20
MISCELLANEOUS	39,800	0.00	0.00	0.00	39,800.00	0.00
TOTAL TOURISM	602,205	14,352.40	127,440.50	0.00	474,764.50	21.16
MARKETING&COMMUNICATIONS						
PERSONNEL SERVICES	192,897	7,458.05	27,880.51	0.00	165,016.59	14.45
MATERIALS & SUPPLIES	23,719	0.00	263.44	0.00	23,455.56	1.11
MAINTENANCE & SERVICES	41,278	0.00	0.00	0.00	41,278.00	0.00
MISCELLANEOUS	8,000	0.00	0.00	0.00	8,000.00	0.00
TOTAL MARKETING&COMMUNICATIONS	265,894	7,458.05	28,143.95	0.00	237,750.15	10.58
FINANCIAL SERVICES						
PERSONNEL SERVICES	588 , 896	35,953.62	165,706.41	0.00	423,189.47	28.14
MATERIALS & SUPPLIES	3,300	335.78	2,451.75	0.00	848.25	74.30
MAINTENANCE & SERVICES	95 , 956	2,434.35	40,121.92	0.00	55,834.08	41.81
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
PROFESSIONAL FEES	187,338	3,500.00	39,141.75	0.00	148,196.25	20.89
BOND & LOAN DEBT	500	0.00	500.00	0.00	0.00	100.00
MISCELLANEOUS	5,600	0.00	93,268.44	0.00 (87,668.44)	•
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCIAL SERVICES	881,590	42,223.75	341,190.27	0.00	540,399.61	38.70
HUMAN RESOURCES						
PERSONNEL SERVICES	94,861	7,484.36	27,856.59	0.00	67,004.33	29.37
MATERIALS & SUPPLIES	3,120	994.97	1,068.30	0.00	2,051.70	34.24
PROFESSIONAL FEES	55,808	9,188.64	28,667.68	0.00	27,140.32	51.37
MISCELLANEOUS	14,407	1,776.05	10,334.89	0.00	4,072.11	71.74
TOTAL HUMAN RESOURCES	168,196	19,444.02	67,927.46	0.00	100,268.46	40.39
TECHNOLOGY						
PERSONNEL SERVICES	84,168	5,119.17	22,065.42	0.00	62,102.35	26.22
MATERIALS & SUPPLIES	3,000	293.29	901.24	0.00	2,098.76	30.04
MAINTENANCE & SERVICES	303,797	15,766.23	70,665.84	0.00	233,131.16	23.26
UTILITIES	137,617	11,774.99	49,231.06	0.00	88,385.94	35.77
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	139,239	6,288.04	23,900.06	0.00	115,338.94	<u>17.16</u>
TOTAL TECHNOLOGY	667,821	39,241.72	166,763.62	0.00	501,057.15	24.97

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
WATER PRODUCTION MISCELLANEOUS TOTAL WATER PRODUCTION	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	15,005,120	1,122,035.46	4,045,042.58	2,754.12	10,957,323.61	26.98
REVENUE OVER/(UNDER) EXPENDITURES	(1,368,727)	236,995.67 (1,362,639.12)(2,754.12)(3,334.07)	99.76

200-WATER FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT	1,993,250	0.00	2,987.90	0.00	1,990,262.10	0.15
CITY UTILITIES	3,212,830	267,612.47	1,050,743.18	0.00	2,162,086.82	32.70
MISCELLANEOUS	6,000	452.09	1,561.80	0.00	4,438.20	26.03
TOTAL REVENUES	5,212,080	268,064.56	1,055,292.88	0.00	4,156,787.12	20.25
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL						
PERSONNEL SERVICES	20,395	0.00	0.00	0.00	20,395.00	0.00
BOND & LOAN DEBT	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	808,327	0.00	0.00	0.00	808,327.00	0.00
TOTAL NON-DEPARTMENTAL	828,722	0.00	0.00	0.00	828,722.00	0.00
WATER PRODUCTION						
PERSONNEL SERVICES	300,431	19,989.88	82,008.40	0.00	218,422.83	27.30
MATERIALS & SUPPLIES	27,300	2,405.40	8,396.69	0.00	18,903.31	30.76
MAINTENANCE & SERVICES	151,300	70.66	7,079.38	0.00	144,220.62	4.68
UTILITIES	130,025	11,813.76	47,850.47	0.00	82,174.53	36.80
PROFESSIONAL FEES	33,500	3,130.93	21,321.54	0.00	12,178.46	63.65
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	1,978,005	18,751.60	44,347.63	0.00	1,933,657.37	2.24
TOTAL WATER PRODUCTION	2,620,561	56,162.23	211,004.11	0.00	2,409,557.12	8.05
WATER DISTRIBUTION						
PERSONNEL SERVICES	199,603	14,489.55	67,853.25	0.00	131,750.20	33.99
MATERIALS & SUPPLIES	28 , 500	1,905.81	6,348.86	211.76	21,939.38	23.02
MAINTENANCE & SERVICES	1,673,028	11,406.54	63,286.02	23.97	1,609,718.01	3.78
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS OUT	475 , 000	0.00	0.00	0.00	475,000.00	0.00
PROFESSIONAL FEES	0	54 , 537.56	63,034.73	0.00 (0.00
BOND & LOAN DEBT	138,616	0.00	69,912.48	0.00	68,703.52	50.44
MISCELLANEOUS	1,000	0.00	0.00	0.00	1,000.00	0.00
CAPITAL OUTLAY	4,027,060	48,106.54	113,593.68	0.00	3,913,466.32	2.82
TOTAL WATER DISTRIBUTION	6,542,807	130,446.00	384,029.02	235.73	6,158,542.70	5.87
TOTAL EXPENDITURES	9,992,091	186,608.23	595,033.13	235.73	9,396,821.82	5.96
REVENUE OVER/(UNDER) EXPENDITURES	(4,780,011)	81,456.33	460,259.75 (235.73) (5,240,034.70)	9.62-

210-UTILITY CAPITAL IMP FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT DEVELOPMENT SERVICES MISCELLANEOUS	2,000 546,402 0	0.00 41,969.45 0.00	735.11 167,366.94 0.00	0.00 0.00 0.00	1,264.89 379,035.06 0.00	36.76 30.63 0.00
TOTAL REVENUES	548,402	41,969.45	168,102.05	0.00	380,299.95	30.65
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL TRANSFERS OUT MISCELLANEOUS TOTAL NON-DEPARTMENTAL	400,000 0 400,000	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	400,000.00 0.00 400,000.00	0.00 0.00 0.00
TOTAL EXPENDITURES	400,000	0.00	0.00	0.00	400,000.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	148,402	41,969.45	168,102.05	0.00 (19,700.05)	113.27

300-NATURAL GAS FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT	13,000	0.00	2,252.84	0.00	10,747.16	17.33
CITY UTILITIES	6,405,075	540,422.49	1,857,597.76	0.00	4,547,477.24	29.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	6,418,075	540,422.49	1,859,850.60	0.00	4,558,224.40	28.98
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL						
PERSONNEL SERVICES	25,221	0.00	0.00	0.00	25,221.00	0.00
MAINTENANCE & SERVICES	0	0.00	0.00	0.00	0.00	0.00
BOND & LOAN DEBT	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	25,221	0.00	0.00	0.00	25,221.00	0.00
GAS DISTRIBUTION						
PERSONNEL SERVICES	274,180	22,026.25	78,154.29	0.00	196,025.92	28.50
MATERIALS & SUPPLIES	4,349,013	344,288.25	985,266.25	0.00	3,363,746.75	22.65
MAINTENANCE & SERVICES	1,561,342	9,536.33	16,006.74	2,409.02	1,542,926.24	1.18
TRANSFERS OUT	175,500	0.00	0.00	0.00	175,500.00	0.00
PROFESSIONAL FEES	66 , 500	171.00	1,307.61	0.00	65,192.39	1.97
BOND & LOAN DEBT	71,908	4,397.77	40,665.38	0.00	31,242.62	56.55
MISCELLANEOUS	1,500	0.00	0.00	0.00	1,500.00	0.00
CAPITAL OUTLAY	1,108,318	35 , 667.09	68,303.86	0.00	1,040,014.14	6.16
TOTAL GAS DISTRIBUTION	7,608,261	416,086.69	1,189,704.13	2,409.02	6,416,148.06	15.67
DEBT SERVICES						
BOND & LOAN DEBT	0	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICES	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	7,633,482	416,086.69	1,189,704.13	2,409.02	6,441,369.06	15.62
REVENUE OVER/(UNDER) EXPENDITURES	(1,215,407)	124,335.80	670,146.47 (2,409.02)(1,883,144.66)	54.94-

400-WASTE WATER FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT	9,000	0.00	2,252.84	0.00	6,747.16	25.03
CITY UTILITIES	2,507,986	149,683.45	610,964.65	0.00	1,897,021.35	24.36
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,516,986	149,683.45	613,217.49	0.00	1,903,768.51	24.36
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL						
PERSONNEL SERVICES	25 , 717	0.00	0.00	0.00	25,717.00	0.00
BOND & LOAN DEBT	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	419,126	0.00	0.00	0.00	419,126.00	0.00
TOTAL NON-DEPARTMENTAL	444,843	0.00	0.00	0.00	444,843.00	0.00
WASTE WTR TRMT PLANT						
PERSONNEL SERVICES	227,270	14,418.23	58,805.51	0.00	168,464.46	25.87
MATERIALS & SUPPLIES	79 , 750	12,355.73	24,734.85	0.00	55,015.15	31.02
MAINTENANCE & SERVICES	136,212 (10,931.58)(12,848.47)	555.62	148,504.85	9.02
UTILITIES	86,520	4,761.16	17,560.06	0.00	68,959.94	20.30
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
PROFESSIONAL FEES	53,040	936.25	25,624.35	0.00	27,415.65	48.31
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	230,861	7,093.20	11,119.16	0.00	219,741.84	4.82
TOTAL WASTE WTR TRMT PLANT	813,653	28,632.99	124,995.46	555.62	688,101.89	15.43
SEWER COLLECTION						
PERSONNEL SERVICES	138,917	4,585.84	21,030.34	0.00	117,886.46	15.14
MATERIALS & SUPPLIES	7,000	304.81	1,098.97	0.00	5,901.03	15.70
MAINTENANCE & SERVICES	752 , 379	244.92	2,838.89	0.00	749,540.11	0.38
UTILITIES	12,600	885.39	3,402.60	0.00	9,197.40	27.00
TRANSFERS OUT	275,000	0.00	0.00	0.00	275,000.00	0.00
PROFESSIONAL FEES	57 , 800	0.00	0.00	0.00	57,800.00	0.00
BOND & LOAN DEBT	423	76,824.30	77,037.87	0.00 (76,614.87)	8,212.26
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	<u>97,680</u>	2,484.56	40,364.57	0.00	57,315.43	41.32
TOTAL SEWER COLLECTION	1,341,799	85,329.82	145,773.24	0.00	1,196,025.56	10.86
TOTAL EXPENDITURES	2,600,295	113,962.81	270,768.70	555.62	2,328,970.45	10.43
REVENUE OVER/(UNDER) EXPENDITURES	(83,309)	35,720.64	342,448.79 (555.62)(425,201.94)	410.39

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REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2024

520-CEMETERY PERMANENT FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT MISCELLANEOUS	1,000 0	0.00	0.00 0.00	0.00	1,000.00	0.00
TOTAL REVENUES	1,000	0.00	0.00	0.00	1,000.00	0.00

525-CEMETERY OPERATING FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT	1,000	0.00	0.00	0.00	1,000.00	0.00
CITY UTILITIES MISCELLANEOUS	81,625 225	3,600.00 0.00	18,500.00 1,350.00	0.00 0.00 (63,125.00 1,125.00)	22.66 600.00
TOTAL REVENUES	82,850	3,600.00	19,850.00	0.00	63,000.00	23.96
EXPENDITURE SUMMARY						
CEMETERY OPERATING						
MATERIALS & SUPPLIES	750	0.00	0.00	0.00	750.00	0.00
MAINTENANCE & SERVICES	77,000	100.96	1,422.04	0.00	75,577.96	1.85
UTILITIES TOTAL CEMETERY OPERATING	78,050	53.04 154.00	165.75 1,587.79	0.00	134.25 76,462.21	55.25 2.03
TOTAL EXPENDITURES	78 , 050	154.00	1,587.79	0.00	76,462.21	2.03
REVENUE OVER/(UNDER) EXPENDITURES	4,800	3,446.00	18,262.21	0.00 (13,462.21)	380.46

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REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2024

530-BOARD OF FIREMAN SERVICE FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT MISCELLANEOUS	50 0	0.00 0.00	13.56 0.00	0.00	36.44 0.00	27.12 0.00
TOTAL REVENUES	50	0.00	13.56	0.00	36.44	27.12
EXPENDITURE SUMMARY						
FIRE						
MISCELLANEOUS TOTAL FIRE	0 0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	50	0.00	13.56	0.00	36.44	27.12

540-GRANT FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT LIBRARY	0	0.00 11,500.00	14,828.30 11,500.00	0.00 (14,828.30) 11,500.00)	0.00
MISCELLANEOUS	300,000	0.00	0.00	0.00	300,000.00	0.00
TOTAL REVENUES	300,000	11,500.00	26,328.30	0.00	273,671.70	8.78
EXPENDITURE SUMMARY						
STREET						
TRANSFERS OUT	0	15,613.91	15,613.91	0.00 (15,613.91)	0.00
TOTAL STREET	0	15,613.91	15,613.91	0.00 (15,613.91)	0.00
PARKS & RECREATION MAINT						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS & RECREATION MAINT	0	0.00	0.00	0.00	0.00	0.00
AIRPORT						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL AIRPORT	0	0.00	0.00	0.00	0.00	0.00
POLICE						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	0	0.00	0.00	0.00	0.00	0.00
FIRE						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE	0 0	0.00	0.00	0.00	0.00	0.00
LIBRARY						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL LIBRARY	0	0.00	0.00	0.00	0.00	0.00
KEEP NAVASOTA BEAUTIFUL						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL KEEP NAVASOTA BEAUTIFUL	0	0.00	0.00	0.00	0.00	0.00
CITY HALL						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL CITY HALL	0	0.00	0.00	0.00	0.00	0.00

540-GRANT FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
DEVELOPMENT SERVICES						
TRANSFERS OUT	300,000	0.00	0.00	0.00	300,000.00	0.00
TOTAL DEVELOPMENT SERVICES	300,000	0.00	0.00	0.00	300,000.00	0.00
TOURISM						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL TOURISM	0	0.00	0.00	0.00	0.00	0.00
WATER PRODUCTION						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL WATER PRODUCTION	0	0.00	0.00	0.00	0.00	0.00
WATER DISTRIBUTION						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL WATER DISTRIBUTION	0	0.00	0.00	0.00	0.00	0.00
GAS DISTRIBUTION						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL GAS DISTRIBUTION	0	0.00	0.00	0.00	0.00	0.00
WASTE WTR TRMT PLANT						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL WASTE WTR TRMT PLANT	0	0.00	0.00	0.00	0.00	0.00
SEWER COLLECTION						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL SEWER COLLECTION	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	300,000	15,613.91	15,613.91	0.00	284,386.09	5.20
REVENUE OVER/(UNDER) EXPENDITURES	0 (4,113.91)	10,714.39	0.00 (10,714.39)	0.00

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REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2024

550-ECONOMIC DEVELOPMENT FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT MISCELLANEOUS	236,695 	0.00	16,920.69 0.00	0.00 0.00	219,774.31 2,575.00	7.15 0.00
TOTAL REVENUES	239,270	0.00	16,920.69	0.00	222,349.31	7.07
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL						
BOND & LOAN DEBT	146,210	0.00	141,678.00	0.00	4,532.00	96.90
TOTAL NON-DEPARTMENTAL	146,210	0.00	141,678.00	0.00	4,532.00	96.90
DEVELOPMENT SERVICES						
PERSONNEL SERVICES	11,442	0.00	614.25	0.00	10,827.75	5.37
MATERIALS & SUPPLIES	110,000	0.00	0.00	0.00	110,000.00	0.00
PROFESSIONAL FEES	37,150	0.00	30,000.00	0.00	7,150.00	80.75
MISCELLANEOUS	11,128	104.19	2,994.69	0.00	8,133.31	26.91
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL DEVELOPMENT SERVICES	<u>169,720</u>	104.19	33,608.94	0.00	136,111.06	19.80
TOTAL EXPENDITURES	315,930	104.19	175,286.94	0.00	140,643.06	55.48
REVENUE OVER/(UNDER) EXPENDITURES	(76,660)(104.19)(158,366.25)	0.00	81,706.25	206.58

905-CAPITAL PROJECTS FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT MISCELLANEOUS	15,000 5,000,000	0.00 0.00	100,312.31	0.00 (0.00	85,312.31) 5,000,000.00	668.75
TOTAL REVENUES	5,015,000	0.00	100,312.31	0.00	4,914,687.69	2.00
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL						
TRANSFERS OUT PROFESSIONAL FEES BOND & LOAN DEBT	0 0 0	0.00 19,817.01 0.00	0.00 25,697.01 0.00	0.00 0.00 (0.00	0.00	0.00 0.00 0.00
CAPITAL OUTLAY TOTAL NON-DEPARTMENTAL	4,872,710 4,872,710	263,960.73 283,777.74	676,577.19 702,274.20	0.00	4,196,132.81 4,170,435.80	13.89 14.41
TOTAL EXPENDITURES	4,872,710	283,777.74	702,274.20	0.00	4,170,435.80	14.41
REVENUE OVER/(UNDER) EXPENDITURES	142,290 (283,777.74)(601,961.89)	0.00	744,251.89	423.05-

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	REVENUE & EXPENSE REPORT (UNAUDITED)		

AS OF: JANUARY 31ST, 2024

930-HOTEL FINANCIAL SUMMARY

		CURRENT BUDGET)	YEAR TO DATE ACTUAL	TO: ENCUM		BUDGET BALANCE	% YTD BUDGET	
REVENUE SUMMARY										
TAXES AND OTHER GOVERNMT MISCELLANEOUS		161,200 0	14,6	73.19 0.00	50,406.51 3,258.27		0.00 0.00 (110,793.49 3,258.27)	31.27 	
TOTAL REVENUES		161,200	14,6	73.19	53,664.78		0.00	107,535.22	33.29	
EXPENDITURE SUMMARY										
NON-DEPARTMENTAL MISCELLANEOUS TOTAL NON-DEPARTMENTAL		322,075 322,075		0.00	60,660.00 60,660.00		0.00	261,415.00 261,415.00		
TOTAL EXPENDITURES		322,075		0.00	60,660.00		0.00	261,415.00	18.83	
REVENUE OVER/(UNDER) EXPENDITURES	(160,875)	14,6	73.19 (6,995.22)		0.00 (153,879.78)	4.35	

945-BOND FUND GEN OBLIGATION FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT	500	0.00	782.63	0.00 (282.63)	156.53
CITY UTILITIES	365 , 780	119,850.38	142,055.55	0.00	223,724.45	38.84
LIBRARY	124,417	0.00	0.00	0.00	124,417.00	0.00
MISCELLANEOUS	1,627,453	0.00	0.00	0.00	1,627,453.00	0.00
TOTAL REVENUES	2,118,150	119,850.38	142,838.18	0.00	1,975,311.82	6.74
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL						
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
BOND & LOAN DEBT	2,254,022	0.00	1,891,743.77	0.00	362,278.23	83.93
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	2,254,022	0.00	1,891,743.77	0.00	362,278.23	83.93
TOTAL EXPENDITURES	2,254,022	0.00	1,891,743.77	0.00	362,278.23	83.93
REVENUE OVER/(UNDER) EXPENDITURES	(135,872)	119,850.38	(1,748,905.59)	0.00	1,613,033.59	1,287.17

970-FOUNDATION FOR COMM PROJ FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT	2,100	0.00	117.19	0.00	1,982.81	5.58
LIBRARY	15,000	1,100.00	19,800.00	0.00 (•	132.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	17,100	1,100.00	19,917.19	0.00 (2,817.19)	116.47
EXPENDITURE SUMMARY						
POLICE						
MATERIALS & SUPPLIES	<u> 15,000</u>	1,100.00	19,800.00	0.00 (_	4,800.00)	
TOTAL POLICE	15,000	1,100.00	19,800.00	0.00 (4,800.00)	132.00
LIBRARY						
MATERIALS & SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL LIBRARY	0	0.00	0.00	0.00	0.00	0.00
CITY COUNCIL						
MATERIALS & SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL CITY COUNCIL	0	0.00	0.00	0.00	0.00	0.00
FINANCIAL SERVICES						
MATERIALS & SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCIAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	15,000	1,100.00	19,800.00	0.00 (4,800.00)	132.00
REVENUE OVER/(UNDER) EXPENDITURES	2,100	0.00	117.19	0.00	1,982.81	5.58